



**CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA**

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

**Tuesday, January 16, 2024
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - a. Proclamation: Martin Luther King Jr. Day, January 15, 2024
- 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 Work Session, November 28, 2023
 - b. Approval of Minutes: City Council, January 4, 2024
 - c. Payment of Vouchers (Shelly Carter)
 - d. Service Provider Agreement with Kenyon Disend, PLLC, for Right-of-Way Legal Services, Amendment No. 4 (Bill Lindauer)
 - e. Service Provider Agreement with Cardinal Architecture P.C. for Historic Brewery Tower Renovation, Amendment No. 5 (Don Carney)
 - f. Fiber Optic Agreement with WSDOT, Amendments 14 and 15 (Bill Lindauer)
 - g. On-Call Material Testing Service Provider Agreement with Materials Testing & Consulting, Inc., Amendment No. 2 (Bill Lindauer)
 - h. On-Call Material Testing Service Provider Agreement with Pacific Testing & Inspection, Inc., Amendment No. 2 (Bill Lindauer)
 - i. Small Works Contract with JA Morris Construction for the Tenant Improvements for City of Tumwater Office Space at South Puget Sound Community College (Dan Smith)
 - j. Contract with the State Department of Commerce for the 2025 Comprehensive Plan Periodic Update Middle Housing Planning Grant (Brad Medrud)
 - k. Contract with the State Department of Commerce for the 2025 Comprehensive Plan Periodic Update Planning Grant (Brad Medrud)
 - l. Bargaining Agreement between the City of Tumwater and the Tumwater Police Guild 2024-2026 (Michelle Sutherland)

- [m.](#) 2024 City Council Meeting Schedule and Summer Recess (Lisa Parks)
- [n.](#) Fire Department Staffing Adjustment (Brian Hurley)
- [o.](#) 2024 Long Range Planning Work Program (Brad Medrud)

7. Public Hearings:

- [a.](#) Tumwater School District Replacement EP&O Levy (Lisa Parks)

**PROPOSITION NO. 1
TUMWATER SCHOOL DISTRICT NO. 33
REPLACEMENT EDUCATIONAL PROGRAMS AND OPERATIONS LEVY**

The Board of Directors of Tumwater School District No. 33 adopted Resolution No. 04-23-24, authorizing a replacement levy to continue support for educational programs. This proposition would authorize the District to levy the following excess taxes, replacing an expiring levy, on all taxable property within the District, for educational programs and operations not fully funded by the State (including special education, nurses, counselors, safety staff, graduation readiness, career/technical, athletics, extracurricular activities):

<u>Collection Year</u>	<u>Estimated Levy Rate/\$1,000 Assessed Value</u>	<u>Maximum Levy Amount</u>
2025	\$2.50	\$25,452,404
2026	\$2.50	\$26,725,025
2027	\$2.50	\$28,061,276
2028	\$2.50	\$29,464,340

all as provided in Resolution No. 04-23-24. Should this proposition be approved?

Yes
No

- [b.](#) Ordinance No. O2023-011, Master Permit with Ziply Fiber Pacific, LLC (Mary Heather Ames)

8. 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)

9. Mayor/City Administrator's Report

10. Councilmember Reports

11. Executive Session:

- a. Potential Litigation pursuant to RCW 42.30.110(1)(i)

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://tcmmedia.org/stream.php>, select "Watch, Streaming Now, Channel 26."

OR

Go to <http://www.zoom.us/join> and enter the Webinar ID 819 5378 9904 and Passcode 229526.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 819 5378 9904 and Passcode 229526.

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_2prKNTYFTem7fAlaxS6F4w

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://tcmmedia.org/stream.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, the Civil Rights movement in the 1960s profoundly impacted the course of American history and continues to shape the direction and debate of our society; and

WHEREAS, Reverend Dr. Martin Luther King Jr., a civil rights leader, devoted his life to the non-violent advancement of civil rights and public service; and

WHEREAS, Dr. King believed in a nation of freedom and justice for all, and challenged all community members to help build a more perfect union and live up to the purpose and potential of the United States of America; and

WHEREAS, Dr. King's dream is as inspirational and important today as when he first expressed it over 60 years ago; and

WHEREAS, even with the progress achieved during the Civil Rights movement and subsequent decades, inequities, injustices, racism and other forms of discrimination and oppression are still prevalent in our society; and

WHEREAS, Dr. King's life was struck down by a bullet of bigotry on April 4, 1968, but his dream of pursuing a world free from prejudice and injustice lives on; and

WHEREAS, we honor and celebrate Dr. King's memory, and importantly, we also preserve his legacy that calls upon all of us to stand up against injustice and protect our most sacred tenets of democracy; and

WHEREAS, Dr. King always led by example and provided a framework for how each of us can shape the future by calling out injustice and continuing to work toward a more equitable society.

NOW THEREFORE, I, Debbie Sullivan, Mayor of the City of Tumwater, do hereby proclaim January 15, 2024, as

Martin Luther King, Jr. Day

and I urge people to join me and take this opportunity to reflect upon Dr. King's vision and rededicate ourselves to continuing to advance the principles of justice and equality for all.

Signed in the City of Tumwater, Washington, and recognized on this 16th day of January in the year, two thousand twenty-four.



A blue ink signature of Debbie Sullivan, written in a cursive style.

Debbie Sullivan
Mayor

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
November 28, 2023 Page 1

CONVENE: 6:00 p.m.

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Finance Director Troy Niemeyer, Police Chief Jon Weiks, Water Resources and Sustainability Director Dan Smith, Assistant Finance Director Shelly Carter, Economic Development Program Manager Austin Ramirez, Communications Manager Ann Cook, IT Manager Lance Inman, and Planning Manager Brad Medrud.

**2025
 COMPREHENSIVE
 PLAN PERIODIC
 UPDATE – GROWTH
 MANAGEMENT ACT
 HOUSING NEEDS
 ALLOCATION
 PROCESS:**

Manager Medrud advised that under House Bill 1220 passed in 2021, new state mandates require jurisdictions to plan for and accommodate housing affordable to all economic segments of the population.

The City's Comprehensive Plan, Countywide Planning Policies, Homeless Crisis Response Plan, and Housing Action Plans all contain policies to promote housing for a range of incomes across the City. The mandate requires the City to document planning and policies that meet the new requirements.

Thurston Regional Planning Council (TRPC) is working with all planning staff throughout Thurston County in response to the legislation passed in 2021. The current Housing Element and policies support planning for all economic classes within the City. Regional planning managers and directors met four times beginning in August to begin the process for allocating housing requirements for each jurisdiction. Staff provided an initial briefing to the General Government Committee earlier in the month on the outcome of those meetings.

Michael Ambrogi, TRPC, briefed the Council on the new state mandate and the recommended process for planning for low-income households across Thurston County. In addition to planning for affordable housing, jurisdictions must now identify the number of housing units in each of the economic segments and document the information within the Comprehensive Plan Periodic Update. The law specifically identifies the economic segments of Permanent Supportive Housing and Extremely Low-Income (0-30% of average median income (AMI) in Thurston County), Very Low-Income (30-50% AMI), Low-Income (50-80% AMI), Moderate-Income (80-100% AMI), and the remaining (100-120% AMI). The income categories are defined by household income relative to the region's median income of approximately \$100,000. The law requires jurisdictions to also plan for specific housing types such as emergency shelter, emergency housing, and permanent supportive housing. In 2020, Thurston County currently had an inventory of 141,438 housing units. Data reflected how many of the housing units are

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affordable to households in the different income brackets. Approximately 40% of the region's housing stock is affordable for low-income households.

Over the next 25 years, the region will need approximately 54,000 new housing units. The analysis reflects how many units will be required in each income category. For some income categories, the need is acute. The forecast is a realistic projection of the number of housing units needed in each income category rather than reflected as a target.

Mr. Ambrogi described the two methods for allocating the number and income category of the required housing units. The preferred allocation method, used by Snohomish County, is based on an equal share of new housing units, provides some credit to jurisdictions with a disproportionate share of low-income housing, includes no negative allocations, matches countywide totals, and can easily be replicated in the future.

In 2020, the City of Tumwater had 11,000 housing units within the City and 1,200 housing units in the urban growth area (UGA). Over the next 25 years, Tumwater projects a need of an additional 6,600 housing units with 2,500 housing units in the UGA based on TRPC's population, employment, and housing projections adopted in 2018.

Mr. Ambrogi displayed a graph of the housing available in different income categories. Approximately 50% of housing in Tumwater is affordable for a low-income household. Another graph depicted future housing needs within the different income categories. The City's need is somewhat lower than the countywide share. Another graphic depicted how the allocations compare across the jurisdictions.

Manager Medrud reported the Department of Commerce produced materials for guidance to jurisdictions. All state guidance materials for the periodic update are posted on the City's Comprehensive Plan Periodic Update webpage. For housing, staff is focusing on the guidance for updating the Housing Element and addressing racially disparate impacts within the community.

Councilmember Agabi questioned the methodology used to determine future needs, and whether low-income housing automatically denotes multifamily units. Manager Medrud said the basic premise is the type of housing unit a household could afford. If an area is not experiencing growth pressure and has an excess inventory of housing, single family units could be potentially affordable for those with an income of 80% and under the AMI. The City is not facing that situation with the City experiencing growth pressure and many people moving to the City. The City will need to consider ways to enable the development of more multifamily units as part of the update process.

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Councilmember Agabi questioned how the statistics factor age. Manager Medrud said the City must account for a specific level of population as part of the planning process as well as housing needs as allocated. The work also includes tracking household size as part of the planning process. The City's household size has been increasing over the last 10 to 15 years rather than decreasing. As part of the process, the City will need to consider how multifamily development can accommodate larger households as well as seniors who could have special needs. The City must focus on all different forms of housing across all age groups.

Manager Medrud reported that staff now has the numbers and can begin the first step of identifying the barriers and limitations to housing production, such as zoning, development regulations, and other provisions the City could consider for more efficient housing production. Staff anticipates it will require much work, as well as reviewing policies and regulations to identify potential contributors to racially disparate impacts, displacement, and exclusions in housing.

Following completion of background data, staff will begin documenting programs and actions to achieve housing availability. Examples include working with the Regional Housing Council and addressing the Council's priorities for affordable housing and homelessness. All those factors will be considered, including the Housing Action Plan. Next year, efforts will continue to develop goals, policies, and objectives to include implementation and assignment of responsibility, as well as reporting and monitoring.

Staff has scheduled time to meet with the Planning Commission to review the Housing Element next year while concurrently meeting with the General Government Committee for updates throughout the update process. Additionally, staff plans to provide updates during Council worksessions on specific topics next year. Phase three begins the legislative adoption process in November 2024. The update process includes an extensive public process comprised of open houses and a community survey with notification via postcards to residents. To date over 160 responses have been received.

Councilmember Dahlhoff inquired as to how the planning process accounts for equity and diversity in the larger discussion with respect to "fair equity and equality." Manager Medrud said it was important to include a discussion on what the City wants to achieve as part of the update. The "fair" speaks to equality, as it is important for each jurisdiction to participate for each economic group as all jurisdictions in Thurston County have a responsibility to ensure all economic groups are addressed. The City's policy within the Housing Element supports equity and equality but under a different umbrella as many conversations surrounded the importance of providing for all income groups appropriately. Existing policies will be incorporated within the update of the Housing Element. The discussions during the update will also address racially disparate impacts.

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Councilmember Swarthout commented on the importance of the discussions also accounting for choices in housing units rather than a broad review of increasing overall housing units regardless of different preferences. Manager Medrud said the process would account for affordable housing units. The breakdown will be dependent on supply and other factors. If the City is able to demonstrate adequate supply, staff anticipates having a greater range of housing types to be constructed. If there are issues of ensuring all income categories have housing options, it might entail some adjustments in the type of units constructed. Fortunately, the state is moving closer to freeing up condominium laws, as there are other mechanisms for home ownership rather than a single-family house. Preference decisions are dependent on the market to a large degree. Additionally, the City is required to plan for “middle housing” or duplexes, triplexes, quads, and other housing units that lend themselves to individual ownership then other housing units, such as multistory apartments.

**INTERLOCAL
 AGREEMENT WITH
 THE REGIONAL
 HOUSING COUNCIL
 FOR THE FRANZ
 ANDERSON
 PROJECT:**

Manager Medrud reported the proposal is an interlocal agreement with the Regional Housing Council for the Franz Anderson project located in the City of Olympia. The property is located north of the Pacific Avenue freeway interchange. The request is to include the interlocal agreement on the consent calendar for the Council’s next regular meeting. The project was reviewed with the Council in May when the Council approved a letter of commitment for allocating a portion of general government funds for the project. The next stage of the process is the interlocal agreement with RHC. He introduced Jacinda Steltjes with the City of Olympia to review details of the proposed agreement and project.

Ms. Steltjes reported Thurston County and the City of Olympia partnered to purchase the property in 2022 for affordable housing. The City of Olympia released a solicitation for a developer for the property to develop permanent supportive housing. Low Income Housing Institute (LIHI) was selected to develop the property. A purchase and sale agreement is in process with the company. Other funding is being pursued for the project. The cities of Lacey and Tumwater, and Thurston County through the RHC have discussed collaborating to assist the development as well as support financing. The proposed agreement allocates American Rescue Plan Act of 2021 (ARPA) funds from Thurston County and approximately \$6.7 million pooled regionally to support the project. The project is comprised of 71 units of permanent supportive housing for individuals with an income up to 30% of the AMI. Pending the receipt of other funding sources and low-income housing tax credits, the property will close on financing next fall with the project scheduled for completion by late 2026.

Councilmember Jefferson requested an update on the effectiveness of tiny house villages in terms of the population served and how long they remain in the homes. Manager Medrud said information could be provided as part of

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the discussions on the Housing Element early next year. The City of Olympia offers different types of villages serving different populations with different needs. Staff will work with Thurston County and the City of Olympia to obtain some information.

Councilmember Swarthout questioned the agreement's reference to Maple Court. Manager Medrud responded that as part of the state's right-of-way initiative directing the Department of Commerce, Washington State Patrol, and WSDOT to develop a plan to move individuals who are homeless from state rights-of-way, the state provided funds to purchase the former Days Inn in Lacey. The property was converted to temporary housing to support that population. The facility opened during the summer and is now at capacity. The next phase of the project is moving those individuals to better housing opportunities to enable conversion of the Maple Court facility to a permanent supportive housing facility.

Councilmember Swarthout referred to concerning language that speaks to LIHI using its "best efforts" to provide services to the population. Manager Medrud confirmed that LIHI was awarded a contract by the state to provide those services to the Maple Court facility.

Ms. Steltjes noted that when the City of Olympia solicited a request for proposals, LIHI's proposal included a partnership with service providers. The City of Olympia requested identification of the service providers providing the services to individuals living in permanent supportive housing. LIHI proposed working with SeaMar to provide support services.

Councilmember Swarthout referred to the failure of another project in downtown Olympia and her concerns about avoiding another similar situation with an even larger project.

Mayor Sullivan pointed out that LIHI has completed many projects including the Plum Street tiny homes village. The company is experienced, and it is likely the company would collaborate with other service providers to provide those services.

Councilmember Althaus commented on the many reasons why the downtown facility encountered challenges. Unfortunately, there is not one answer as to the failures the facility encountered. The facility was initially established as a day use facility or a warming facility offering many ancillary uses. The proposal is for a resident-based facility where individuals live and receive services.

Councilmember Swarthout said her concerns center on some local businesses concerned whether the facility will be successful in assisting individuals as they transition to permanent housing. Manager Medrud agreed the concern was valid, but more time is warranted to determine if the facility and the

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programs are assisting people successfully. The issue is complex but deserves some time to monitor outcomes.

Councilmember Swarthout asked whether \$6.7 million is sufficient to cover the cost of the project. Ms. Steltjes explained that the \$6.7 million is the proposed amount committed by local jurisdictions to support the project for development. The total anticipated cost of the project is approximately \$25 million. The funding balance will likely be from the state's Housing Trust Fund and low-income housing tax credit programs. Additionally, the state will also monitor the project to ensure all concerns are addressed and services are being provided that are affordable, accessible, and safe and healthy for some time following completion of the project.

Councilmember Althausen conveyed support for the project citing efforts by the RHC and local jurisdictions to initiate the project. Tumwater residents will utilize the services outside the City's borders. It is an important regional project for the future.

Mayor Sullivan confirmed the Council's support to place the proposal on the Council's consent calendar.

Councilmember Cathey commented on the importance of people owning their homes to promote wealth for their future and for their families. She urged consideration by the Council to emphasize other forms of housing such as condominiums and cottage housing that offer the ability for home ownership.

**EPA COMMUNITY-
WIDE ASSESSMENT
GRANT AND
ECOLOGY
INTEGRATED
PLANNING GRANT
UPDATES:**

Manager Ramirez updated the Council on two grants awarded to the City to support brownfield redevelopment and revitalization efforts. The City received a state grant and a federal grant.

Brownfield development typically applies to properties encountering difficulties in developing or expanding because of the presence or the suspected presence of hazardous substances, pollutants, and contaminants. The Environmental Protection Agency (EPA) estimates approximately 500,000 brownfield sites are located across the country. The City of Tumwater houses several brownfield sites. The sites are often the last sites to be developed because of uncertainties surrounding contamination and costs. The properties are often old, historic properties of previous industrial uses. The City's brownfield sites include the brewery properties and the Washington State Department of Transportation (WSDOT) property located off Capitol Boulevard. Because of the existing sites, the City was able to leverage the opportunities to receive some state and federal funding.

Brownfield redevelopment is important because it increases the local tax base, facilitates job growth, utilizes existing infrastructure, improves and protects the environment, and facilitates private investment. Brownfield

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grants are often used as an economic development incentive. Funding from the EPA Community Wide Assessment Grant and the Department of Ecology Integrated Planning Grant enable the City to:

- Complete an inventory and characterization assessment of the sites
- Conduct planning activities to identify future development opportunities
- Identify the type of contamination present on the sites and cleanup costs
- Convene a community engagement process

The two target areas of focus include the Brewery District and the Capitol Boulevard corridor. The EPA grants totals \$500,000 and is intended to capitalize job creation and private sector investment. The grant enables a community-wide assessment and is not limited to a single site. EPA funds will focus on the Brewery knoll site and the brewery warehouse site.

The Department of Ecology Integrated Planning Grant is for \$200,000 and is intended for local governments to make informed decisions when considering the purchase or redevelopment of brownfield properties. The City will focus the grant on the former WSDOT headquarters site off Capitol Boulevard.

For both grants, the City plans to contract with a qualified environmental professional to assist in the environment assessment and to support grant implementation. The intent is to hire one consultant for both grants.

Councilmember Dahlhoff asked whether the request for proposals for the consultant would include some requirements for a data dashboard to enable the tracking of City progress, community engagement, and potential investors. Manager Ramirez advised that the City is required to pursue those opportunities as part of the grant requirements. The grants require regular reporting. The consultant can assist the City is converting the information in conjunction with efforts by staff. Councilmember Dahlhoff stressed the importance of providing an external process to share progress with the community.

Councilmember Cathey questioned the purpose of utilizing the grants for properties not under the City's ownership. Manager Ramirez explained that the goal of the grants is to promote redevelopment and reuse of the sites whether owned or not owned by the City. In most cases, brownfield sites are owned privately. The goal is to convert once contaminated and under-utilized sites that do not contribute positively to the community into assets. The grant funds help to catalyze private investment, job creation, and reuse of properties that can contribute to the community. The grant from Ecology requires an interest for owning the site to be eligible for the grant. The EPA grant does not require interest for publicly owning a site. The Ecology grant

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is only an assessment grant and is not intended for cleanup of the WSDOT site. The grant will help the City identify existing contaminants, clean-up plans, and cleanup costs.

Councilmember Cathey emphasized the importance of ensuring protection of the Deschutes River during any development activity. Manager Ramirez said the assessment would also identify any plumes of contamination from the sites traveling to the river.

Councilmember Althausen asked about any required grant match by the City. Manager Ramirez advised that the grants do not require a cash match; however, the City will accumulate in-kind match through staff resources working on the project.

Manager Ramirez said the grants cover a four-year period and the intended outcomes are to obtain a clear understanding of contamination types and levels, development of a cleanup plans and cost estimates, establishment of a community-driven redeveloping visioning process, leveraging of additional funding, and positioning the City to receive larger cleanup grants.

Manager Ramirez shared that staff has been working with The Center for Creative Land Recycling, a non-profit technical assistance provider for the EPA. The organization works with local jurisdictions to help guide staff through the grant and redevelopment process. The organization includes assistance from experts in all phases of redevelopment. Services are available to the City at no cost because of the EPA's program. The organization has been a tremendous asset to the City. The organization offered to coordinate a vision action workshop in partnership with the City for the WSDOT site. The vision action model engages the entire community through an environmental justice and equity lens to engage communities that are historically difficult to reach and often left out of important community discussions. The collaborative effort enables the City to leverage an additional \$50,000 in funds and it strengthens the grant application with the EPA. Staff plans to work with the organization over the next year to coordinate the vision action model for the WSDOT site.

Next steps include releasing a request of qualifications for the environmental consultant to support both grants, finalization of the scopes of work and agreements with EPA and the Department of Ecology, prepare for grant implementation in early 2024, and begin coordinating engagement with community partners (EDC, Chambers of Commerce, and other development organizations).

**BUSINESS AND
OCCUPATION TAX
CODE UPDATE:**

Assistant Director Carter reported the City of Tumwater imposes a Business and Occupation tax based on an adopted Model Ordinance. The adoption of Senate Bill 5199 added language to the Model Ordinance. The proposal adds the following language to the ordinance to update the City's code for business

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and occupation tax: “Beginning January 1, 2024, until January 1, 2034, as used in this section, the activities of printing, and of publishing newspapers and periodicals or magazines are those activities to which the exemption in RCW 82.02.259 and the tax rate in RCW 82.04.280(1)(a) apply.” The language has no impact on revenue or collection of taxes by the City. Staff requests moving the proposed ordinance to the consent calendar at the December 5, 2023 meeting to meet the deadline for implementation by January 1, 2024.

The Council supported the request.

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

City Administrator Parks reported on communication to the Council earlier in the day on the reasons for encountering difficulties for accessing and utilizing email. Essentially, the issue surrounds a decision by Microsoft to discontinue support for the desktop version of Office. The City is migrating to a subscription-based Office 365 product. Staff delayed the migration to the new program to the extent possible because of the cost. The project was delayed by several months to resolve issues with the email archiving element of the program. Unfortunately, Microsoft does not offer a process for local governments to archive email records for public records retention and requests. Staff researched and coordinated a third-party software program to assist the City in archiving information. The schedule called for completion of the migration to the new program over a two-week period ending at the end of the year with the migration occurring within each department individually. However, some internal and external factors required compression of the migration schedule to one weekend. Staff encountered some difficulties with the migration in addition to receiving notification from WSDOT and other service providers to remove existing and install new fiber in and around City Hall at the end of November and early December. The switch in the change of fiber would create much havoc for the City because it serves as the backbone for 911, EMS, Fire, and law enforcement service. Staff pursued transitioning the migration over a compressed timeline to avoid conflicts with the fiber replacement process. City Administrator Parks apologized for the inconvenience.

The replacement of some Council laptops and cellular phones has been delayed until the new platform has been fully implemented.

City Administrator Parks shared that during a recent Board of County Commissioners meeting, she shared information about the potential redevelopment of the brewery site with respect to the City’s recent award of the two grants. She shared on the City’s optimism for redevelopment of the site as an important component of the City’s economic development strategy as well as beneficial for the environment and the community. She also conveyed the City’s primary concerns surrounding the importance of understanding any environmental contamination.

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Mayor Sullivan reported on the award of the Lifesaving Award to Paramedic/Firefighter Roger Causey. On May 26, 2023 Paramedic/Firefighter Causey attended a track meet in Yakima, Washington with his daughter. One of the runners collapsed on the track and he immediately administered first aid and resuscitated the runner.

On Saturday, December 2, 2023, the 20th annual Tree Lighting Festival is scheduled from 1 p.m. to 5:30 p.m. at the Tumwater Fire Station. The event is also collecting non-perishable food items for the Thurston County Food Bank.

Santa visits this year will be to six City parks during the Christmas season. The City's website includes the schedule for Santa visits to the parks.

This year, the City is collaborating with the Tumwater Education Foundation to sponsor the Tumwater Holiday Assistance Program. Child gift tags are available at City Hall.

**EXECUTIVE
SESSION:**

Mayor Sullivan recessed the meeting at 7:34 p.m. for an executive session to discuss potential litigation pursuant to RCW 42.30.110(1)(i) for approximately 15 minutes with no action to follow.

At 7:49 p.m. Mayor Sullivan extended the executive session until 7:55 p.m.

**RECONVENE &
ADJOURNMENT:**

Mayor Sullivan reconvened and adjourned the meeting at 7:55 p.m.

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

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
JANUARY 2, 2024 Page 1**

CONVENE: 7:01 p.m.

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Fire Chief Brian Hurley, Transportation and Engineering Director Brandon Hicks, Water Resources and Sustainability Director Dan Smith, and City Clerk Melody Valiant.

SWEARING-IN CEREMONY FOR 2024 ELECTED OFFICIALS: Mayor Sullivan administered the oath of office to Leatta Dahlhoff, Angela Jefferson, Joan Cathey, and Kelly Von Holtz.

Mayor Sullivan presented and seated the 2024 Tumwater City Council.

PUBLIC COMMENT: **Pamela Hansen, PO 14521, Tumwater,** congratulated newly elected Councilmembers. She cited an arrest in Alaska in connection to a violent drug cartel looking for customers and three cartels working in Washington State. She asked how many members have viewed an X-ray of a person shot with nail from a construction nail gun into the back of the head while working on a construction site. She viewed the x-ray years ago. The crime may still be unsolved; however the Thurston County Sheriff in a recent episode of a King 5 news series of *Unsolved Northwest* stated that he has begun assigning cold cases. The Thurston County Sheriff recently received tax funding through a public vote. Police Chief Weiks needs to inquire about the status of the construction nail gun crime and the department's FTE needs. In terms of land use in the City, the Washington State Department of Transportation (WSDOT) property should be specifically designated for the future location and growth of the Tumwater Police and Fire Departments with meeting rooms to coordinate law enforcement groups and officials from both the Seattle and Anchorage FBI offices. The WSDOT property is close to I-5 and it would not be simple for criminals to create what is known in Alaska as drug alleys to surveil and manipulate employees, meeting participants, and families. The WSDOT property is well-placed for both the Tumwater Police and Fire Departments to help coordinate the prevention of a very predictable and uncontrolled growth of crime from surrounding counties. It is important to consider that the future may be negatively impacted by incoming people that may have the intention to surveil, manipulate, and commit both petty and heinous crimes in the community. Municipal staff from two cities worked on the Regional Fire Authority (RFA) proposal; however, the WSDOT property should not be used for that type of future use. The "No" RFA group

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
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needs to be included in the effort. The group met once after the vote. Though she and the group have never worked on a project together, it is clear that they care more than most about fiscally conservative and accurate efforts. Lastly, the pipe bomb discovered by WSDOT in December is not a good sign. Those perpetrator skills range from internet instructions to demolition expertise. She encouraged inviting the Anchorage and Seattle FBI to Tumwater as they need to be both honored and appreciated in a building built on the WSDOT property.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council, December 5, 2023
- b. Approval of Minutes: City Council Joint Planning Commission, December 12, 2023
- c. Payment of Vouchers
- d. Construction Project with Tapani, Inc., for the Kindred Park Project, Acceptance of Work
- e. Barclift Park and Tumwater Hill Park Restroom Improvements, Acceptance of Work

MOTION:

Councilmember Dahlhoff moved, seconded by Councilmember Swarthout, to approve the consent calendar as published. The motion carried unanimously.

**COUNCIL
CONSIDERATIONS:**

**ELECTION OF
MAYOR PRO TEM:**

City Administrator Parks reported the request is to select a Mayor Pro Tem. The Mayor Pro Tem serves in the absence or temporary disability of the Mayor. The Mayor Pro Tem acts as the presiding officer at all meetings in the absence of the Mayor and may stand in for the Mayor at events or functions in an official capacity on behalf of the City. The Mayor Pro Tem is elected to a two-year term at the first regular Council meeting in January following a municipal election year. The Mayor shall conduct the election for the Mayor Pro Tem, who is elected by a majority of the Council. The Mayor Pro Tem shall be limited to two consecutive terms unless the limitation is waived by a unanimous vote of the Council.

Mayor Sullivan invited nominations for Mayor Pro Tem.

NOMINATIONS:

Councilmember Althausen nominated Councilmember Dahlhoff to serve as Mayor Pro Tem.

Mayor Sullivan invited other nominations. With no other nominations, Mayor Sullivan closed nominations.

Councilmember Swarthout seconded the nomination.

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Councilmember Althaus extended his appreciation to Mayor Sullivan as the outgoing Mayor Pro Tem for her mentorship and leadership in working with the City and with him. Mayor Sullivan provided him with some valuable opportunities to speak on behalf of the City at community events and in assuming different roles that afforded him with professional development opportunities. Councilmember Dahlhoff will serve the Council well in the role of Mayor Pro Tem and will be a great representative of the Council's values and vision for today and in the future.

**VOTE OF
AFFIRMATION:**

The Council voted unanimously to elect Councilmember Dahlhoff to serve as Mayor Pro Tem.

Councilmember Dahlhoff thanked the Council for the opportunity. The Council has engaged in multiple conversations on rotational leadership. She expressed appreciation to Councilmembers Althaus and Cathey for their service as a former Mayor Pro Tem.

**COMMITTEE
REPORTS:**

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

The next meeting is scheduled on January 9, 2024. Agenda items include a Thurston County District Court update and a Fire Department staffing adjustment request.

**GENERAL
GOVERNMENT:
*Michael Althaus***

The next meeting is scheduled on January 10, 2024 at 8 a.m. The committee will continue its review of the Comprehensive Plan Periodic Update process.

**PUBLIC WORKS:
*Eileen Swarthout***

The next meeting scheduled on Thursday, January 4, 2024 includes consideration of a small works contract with JA Morris Construction for tenant improvements for City of Tumwater office space at South Puget Sound Community College and a discussion on a Water Service - Cost of Service Rate Study.

**BUDGET AND
FINANCE:
*Debbie Sullivan***

There was no report.

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

City Administrator Parks referred to previous communications to the Council on the status of technology upgrades. Council laptop computers and City-issued cellular phones have been received and are ready for issuance to each Councilmember. City staff contact information was included in the email communication previously sent to the Council.

The City is deploying some software on the cell phones to enable City

**TUMWATER CITY COUNCIL MEETING
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monitoring and management to satisfy public records requests. Staff continues work on some technology issues and the Council may need to work with staff on some particular issues.

Staff has scheduled a photo of the Council at the February 6, 2024 meeting at 6:30 p.m.

Based on a report from Water Resources and Sustainability Director Dan Smith, new technology enabled the City to identify and prevent sewer backups and sewer overflows. A recent situation was successfully mitigated using the new technology.

Mayor Sullivan referred to the draft of Council committee assignments. She asked the Council to consider serving as alternate members for some committees as opposed to an arbitrary assignment.

**COUNCILMEMBER
REPORTS:**

Joan Cathey:

Councilmember Cathey reported that most of her assigned committees meet in the first two weeks of each month. She shared that the winter break and her re-election provided an opportunity for her to reflect on the accomplishments by the Council over the last several years, as well as how well Councilmembers have managed their responsibilities. She is glad and proud to represent the City and serve on the Council.

Eileen Swarthout:

Councilmember Swarthout said she is appreciative of staff and how well they run the City. She is appreciative of the work and looks forward to helping the Council render important decisions and is honored to serve on the Council.

Michael Althausen:

Councilmember Althausen said his committee meetings were cancelled during the holiday season. He expressed appreciation to his colleagues on the Council and offered well wishes to everyone in the new year.

Leatta Dahlhoff:

Councilmember Dahlhoff conveyed similar sentiments adding that she believes 2024 will be a good year.

Peter Agabi:

Councilmember Agabi reported on a meeting with an individual to discuss plans for a project in the area of the brewery properties. He also had a meeting with Economic Development Manager Ramirez and discussed similar issues. The project will be important and benefit the City.

Angela Jefferson:

Tumwater HOPES recently hired its Coalition Leader.

**TUMWATER CITY COUNCIL MEETING
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Councilmember Jefferson said she looks forward to engaging with her and jumpstarting the work for the important organization.

Kelly Von Holtz:

Councilmember Von Holtz conveyed her gratitude as it is a privilege to assume Council Position 7 through the support of Tumwater voters. She is looking forward to working with the Council.

**EXECUTIVE
SESSION:**

Mayor Sullivan recessed the meeting at 7:30 p.m. to an executive session to discuss Collective Bargaining pursuant to RCW 42.30.140(4)(b) for approximately 20 minutes. No action will follow the executive session.

**RECONVENE AND
ADJOURNMENT:**

Mayor Sullivan reconvened the meeting at 7:52 p.m. With there being no further business, Mayor Sullivan adjourned the meeting at 7:53 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: January 16, 2024
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- December 29, 2023, payment of Eden vouchers 173803 to 173818 in the amount of \$177,122.85 and electronic payments 902902 to 902909 in the amount of \$72,480.34 and wire payments of \$209,331.34; and Enterprise vouchers 182176 to 182236 in the amount of \$1,548,953.64 and electronic payments 903814 to 903837 in the amount of \$400,103.29.
- January 5, 2024, payment of Eden vouchers 173819 to 173826 in the amount of \$2,096.26; and Enterprise vouchers 182237 to 182281 in the amount of \$190,117.07 and electronic payments 903838 to 903855 in the amount of \$113,962.56.

2) Background:

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

Vendor		
Active Construction, Inc	994,222.10	PE#11 I5/Trosper/Capital project
AWC Employee Benefit Trust	145,166.50	Jan 2024 Premiums
Granicus, LLC	23,119.15	GovQA public records requests software renewal 2024
Miles Resources, LLC	62,255.00	PE#6 2023 Pavement Maintenance project
Rex Motors, Inc	34,672.78	2023 Nissan Leaf replacement for operations
Tumwater School District #33	196,636.00	Aug-Nov 2023 Impact Fees Collected
Clary Longview, LLC	51,673.13	2023 Ford F150 Lightning – addition to fleet, for Stormwater Operations
LEOFF Health & Welfare Trust	58,488.52	Jan 2024 Police Medical Premiums
Reed Trucking & Excavating, Inc	220,840.16	PE#4 Israel/Linderson Water Main project
City of Olympia	30,205.74	Fire fleet equipment repairs & maintenance
ICF Jones & Stokes, Inc	33,418.35	Professional Services 7/1/23 to 8/25/23 – Bush Prairie Habitat Conservation Plan Phase II
HDR Engineering Inc	44,103.94	Professional Services 10/1/23 to 11/4/23 – Old Hwy 99 & 79 th Ave

Vendor		
		Roundabout
Key Code Media, Inc	24,884.41	Video Streaming Services & Equipment

* 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 182176 through 182236 in the amount of \$1,548,953.64

Electronic payment No 903814 through 903837 in the amount of \$400,103.29

Eden

Voucher/Check Nos 173803 through 173818 in the amount of \$177,122.85

Electronic payment No 902902 through 902909 in the amount of \$72,480.34

Wire payments of \$209,331.34



Asst. Finance Director, on behalf of the Finance Director

Checks dated 12/29/2023

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.

Enterprise

Voucher/Check Nos 182237 through 182281 in the amount of \$190,117.07

Electronic payment No 903838 through 903855 in the amount of \$113,962.56

Eden

Voucher/Check Nos 173819 through 173826 in the amount of \$2,096.26



Asst. Finance Director, on behalf of the Finance Director

Checks dated 01/05/2024

TO: City Council
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: January 16, 2024
 SUBJECT: Service Provider Agreement with Kenyon Disend, PLLC, for Right-of-Way Legal Services, Amendment No. 4

1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign the Fourth Amendment to Professional Services Agreement for Right of Way Legal Services – Capitol Blvd / Trosper Rd Improvements Project with Kenyon Disend, PLLC, for a total compensation not to exceed \$150,000. This was recommended for approval by the Public Works Committee at their December 7, 2023, meeting.

2) Background:

Kenyon Disend, PLLC has been providing legal services for acquisition of right of way needed for the I-5 / Trosper Rd / Capitol Blvd Reconfiguration project. The original Agreement in 2020 provided for \$50,000 in compensation. The First Amendment increased the contract amount by \$25,000 for a total compensation of \$75,000. The Second Amendment increased the contract amount by \$75,000 for a total compensation not to exceed \$150,000. The Third Amendment increased the hourly rate of compensation, beginning January 1, 2023. This Fourth Amendment extends the term until December 31, 2024, and increases the hourly rate of compensation, beginning January 1, 2024.

Although staff does not anticipate further need for right-of-way legal services for this project, the Amendment allows for additional work should the need arise.

3) Policy Support:

C. Create and maintain a transportation system safe for all modes of travel.

4) Alternatives:

☐ Recommend a different total compensation amount.

5) Fiscal Notes:

Funds for this agreement are provided in the I-5 / Trosper Rd / Capitol Blvd Reconfiguration project, included in the Transportation Capital Facilities Plan budget.

6) Attachments:

A. Fourth Amendment to Professional Services Agreement

**FOURTH AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
RIGHT OF WAY LEGAL SERVICES – CAPITAL BLVD / TROSPER RD
IMPROVEMENT PROJECT**

This Fourth 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 KENYON DISEND, PLLC, a Washington professional limited liability company ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective February 10, 2020, as amended by a First Amendment dated November 23, 2021, a Second Amendment dated June 14, 2022, and a Third Amendment dated October 20, 2022, whereby the SERVICE PROVIDER agreed to provide legal services ("Agreement").

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

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

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

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2024.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement during the extended term, Section 4.C. shall be amended to increase hourly rates as shown in Exhibit "A-4" starting January 1, 2024.

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

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

SERVICE PROVIDER:
KENYON DISEND, PLLC
11 Front Street South
Issaquah, WA 98027-3820

Debbie Sullivan
Mayor

Signature (Notarized – see below)
Printed Name: Hilary Evans
Title: Managing Partner

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington

County of King

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 _____

Fourth Amendment to Service Provider Agreement - Page 2 of 2
Kenyan Disend, PLLC

KENYON DISEND, PLLC
2024 HOURLY RATE SCHEDULE

ATTORNEYS:

Michael R. Kenyon	\$480.00
Lisa M. Marshall	\$425.00
Hillary J. Evans	\$345.00
Robert D. Zeinemann	\$325.00
Kendra S. Rosenberg	\$325.00
Alexandra L. Kenyon	\$280.00

PARALEGALS:

Margaret C. Starkey	\$220.00
Terry T. Curran	\$180.00
Antoinette M. Mattox	\$180.00

TO: City Council
 FROM: Don Carney, Capitol Projects Manager
 DATE: January 16, 2024
 SUBJECT: Service Provider Agreement with Cardinal Architecture P.C. for Historic Brewery Tower Renovation, Amendment No. 5

1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign the Fifth Amendment to Service Provider Agreement for Historic Brewery Tower Renovation with Cardinal Architecture P.C., for a total compensation not to exceed \$323,315. The Amendment was recommended for approval by the Public Works Committee at their December 7, 2023, meeting.

2) Background:

The City, through Cardinal Architecture P.C., previously completed the Historic Brewery Tower Protection & Renovation Report. The report included a phased strategy and project design for maintaining, preserving, and renovating the City's historic brewery tower.

The City then solicited Statements of Qualifications for architectural services for the design of the next phase of the project to complete limited renovations. Cardinal Architecture P.C. was selected for the design work that ultimately culminated in completion of the Historic Brewery Tower Renovation Phase I – Roof and Masonry construction project. The construction project included removal of a temporary roof over the fourth and fifth floors, new roof gutters and temporary downspouts, damaged and missing brick replacement, and masonry repairs. The service provider agreement was amended to extend the term for Phase I design services.

In 2020, the service provider agreement was amended again to include scope and fee for the Historic Brewery Tower Renovation Phase II Seismic Improvements project. The Second Amendment increased the not-to-exceed agreement amount to \$312,290 and extended the term of the agreement again. Phase II design services includes schematic design, structural engineering, probable construction costs, construction drawings, and project bid documents. A Third Amendment extended the term of services to December 31, 2023. The Fourth Amendment increased the not-to-exceed agreement amount to \$323,315, added additional scope to update the previous seismic retrofit design to current 2018 International Building Code, and increased the consultant fees.

The Fifth Amendment to the Service Provider Agreement extends the term of services only to December 31, 2024.

3) Policy Support:

City of Tumwater Strategic Priorities and Goals 2023-2024:

A. Build a Community Recognized for Quality, Compassion and Humanity.

4) Alternatives:

- ☐ Recommend approval of the amendment as is.
 - ☐ Request changes to the scope of work.
 - ☐ Recommend against approval of the amendment.
-

5) Fiscal Notes:

Funding for the architectural and engineering services to be completed under this Amendment is from the General Government CFP. The City was awarded a \$512,723 Heritage Capital Grant for Phase 2 construction.

6) Attachments:

- A. Fifth Amendment to Service Provider Agreement for Historic Brewery Tower Renovation.

**FIFTH AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
HISTORIC BREWERY TOWER RENOVATION**

This Fifth 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 CARDINAL ARCHITECTURE P.C., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective July 10, 2018, as amended by a First Amendment dated July 26, 2019, a Second Amendment dated October 8, 2020, a Third Amendment dated November 30, 2021, and a Fourth Amendment dated April 28, 2022, whereby the SERVICE PROVIDER agreed to provide architectural services ("Agreement").

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

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

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

1. TERM.

Section 1 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2024.

*** Signatures on following page ***

2. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

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

SERVICE PROVIDER:
CARDINAL ARCHITECTURE P.C.
1326 5th Avenue, Suite 440
Seattle, WA 98101-2628
Tax ID Number: 602-708-154
Phone Number: 206-624-2365

Debbie Sullivan
Mayor

Signature (Notarized – see below)
Printed Name: James Cary
Title: President

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington

County of King

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 _____

Fifth Amendment to Service Provider Agreement - Page 2 of 2
Historic Brewery Tower Renovation

The TO: City Council
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: January 16, 2024
 SUBJECT: Fiber Optic Agreement with WSDOT, Amendments 14 and 15

1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign the Fiber Optic Agreement Amendments No. 14 and No. 15, which allows the continued operation of shared fiber optic services. The Amendments were recommended for approval by the Public Works Committee at their December 7, 2023, meeting.

2) Background:

On July 11, 2005, the City of Tumwater and WSDOT executed an Interlocal Agreement (Contract No. DP01076) for Fiber Optic Cabling. Preservation of this Interlocal Agreement is critical to the success of the City's day-to-day operations, as the fiber optic system provides shared services relied upon by Police, Fire & EMS, IT, and Golf.

Amendment No. 14 addresses the emergency repair of a 144-strand fiber optic cable, which was cut during the I-5/Trosper Rd/Capitol Blvd Reconfiguration project. The conduit system housing the fiber optic cabling was located shallower than anticipated and in direct conflict with the permanent roadway improvements being performed as a part of the project. The City of Tumwater agreed to reimburse WSDOT the full sum of \$27,679.41 for the work completed by INSI on WSDOT Contract No. K1582.

Amendment No. 15 addresses fiber optic cable undergrounding work at Trosper Road and 6th Avenue. The existing fiber optic cabling was found to be in direct conflict with the permanent roadway improvements included as part of the I-5/Trosper Rd/Capitol Blvd Reconfiguration project. As such, the fiber optic conduit pathway needed to be re-routed to facilitate construction progression as part of the project. The City agreed to reimburse WSDOT the full sum of \$63,472.78 for the work completed by INSI on WSDOT Contract No. K1588.

3) Policy Support:

Strategic Priorities and Goals 2023-2024:
 C. Create and Maintain a Transportation System Safe for All Modes of Travel.

4) Alternatives:

- ☐ Do not approve Interlocal Agreement Amendment No. 14 and No. 15 and terminate the City's shared fiber optic services.
-

5) Fiscal Notes:

The funds are available in the Fiber Fund for both Amendment No. 14 (\$27,679.41) and Amendment No. 15 (\$63,472.78).

6) Attachments:

- A. Amendment No. 14
- B. Amendment No. 15
- C. Relocated Fiber Pathway for Amendment No. 15

**Contract No. DP01076
Washington State Department of Transportation
Amendment No. 14**

This is AMENDMENT No. 14 (**Amendment**) to that certain agreement entitled Fiber Optic Cabling *NO. DP01076*, dated July 11, 2005, between the Washington State Department of Transportation (“WSDOT”) and the City of Tumwater (“City”).

RECITALS

A. WHEREAS, WSDOT and City are parties to the Contract, which provides for the installation and maintenance of fiber optic cabling.

B. WHEREAS, Pursuant to Section 7 “Optional Work” of the Contract, WSDOT and INSI, Inc. (Vendor) have negotiated to install, splice and terminate fiber optic cable at a new location.

C. WSDOT and City desire to amend the Contract to add the additional work and to add additional terms and conditions in the Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Pursuant to section 7, “Optional Work”, WSDOT contracted with INSI, Inc. to repair a damaged section of fiber cable along Capitol Way in Tumwater, WA. The purpose of this amendment 14 is for the reimbursement of the work performed under WSDOT Contract K1582, attached as **Attachment A**.

2. Statement of Work

2.1. WSDOT shall agree:

2.1.1. WSDOT contracted with INSI, Inc under WSDOT Contract K1582 to remove damaged 144 fiber cut by the general Contractor (ACI) between McDonalds and Jiffy lube on Capitol Way in Tumwater, WA. INSI furnished and installed a new 144 fiber, spliced the 144 fiber at both ends, and labeled all the fiber optic cable with the fiber optic tag and special tag as required with PSE.

3. Compensation

3.1. The City of Tumwater, in consideration of the faithful performance of the Work to be performed by WSDOT, agrees to reimburse WSDOT for the direct and related indirect costs of the Work at the then current Indirect Cost Rate (ICR).

3.2. The City shall reimburse to WSDOT the amount of twenty-seven thousand six hundred seventy-nine dollars and forty-one cents (\$27,679.41), plus applicable taxes, for all Work pursuant to WSDOT Contract K1582, attached as **Attachment A**, herein incorporated by this reference.

3.3. Reimbursement must be made to WSDOT within 30 days of receipt of invoice.

4. Effective Date. The effective date of this amendment shall be the date of last signature. This contract is in effect until July 11, 2025.

5. Affect on Other Provisions.

5.1. All other provisions and exhibits of the Agreement remain in full force and effect and are not altered or affected in any way unless specifically modified herein.

5.2. The provisions of the Agreement, as modified by this Amendment, shall apply equally to any and all other provisions in the Agreement as though the modified provisions were original, but all of which together shall constitute one and the same instrument.

6. Counterparts.

This Amendment may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Amendment signed by each party, for all purposes.

7. Electronic Signatures

A signed copy of this contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this contract or such agreement amendments for all purposes.

IN WITNESS WHEREOF, the Parties hereto, having read this Amendment in its entirety, including all exhibits and attachments, do agree in each and every particular and intending to be legally bound have executed this Amendment.

City of Tumwater

**Washington State
Department of Transportation**

Matthew Modarelli, CIO & Director
Technology Services Division

Date

Date

Contract No. K1582
for
Outdoor Cabling Services
WSDOT Tumwater- Capitol Way Fiber Repair
Between the
Washington State Department of Transportation
and
INSI

THIS AGREEMENT NO. K1582 is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as “WSDOT” and Vendor, Intracommunication Network Systems, Inc., hereinafter referred to as “INSI”. All rights and obligations of the parties are subject to and governed by the terms of the Department of Enterprise Services (DES) Master Contract #05620-08 including any subsequent modifications and incorporated herein.

1 PURPOSE

This agreement is for all charges as agreed to by WSDOT and INSI for repairing damaged fiber cut between McDonalds and Jiffy Lube on Capitol Way.

2 RECITALS

- A. WHEREAS, the Department of Enterprise Services conducted a solicitation (05620) for Information Technology (IT) Cabling Services and Installation.
- B. WHEREAS, as a result of the solicitation, INSI and DES entered into Master Agreement number 05620-08 for IT Cabling Services and Installation effective November 12, 2021.
- C. WHEREAS, this contract has been declared Public Works, per the attached **Exhibit B**, Scope of Work and Quote Sheet.
- D. WHEREAS, it is in the interest of INSI and WSDOT to enter into this Agreement and INSI and WSDOT are authorized to enter into this Agreement pursuant to [RCW 39.04](#) and [RCW 43.41A](#).

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED THAT:

3 STATEMENT OF WORK

As described in **Exhibit B – Scope of Work**, vendor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

This will be repairing a damaged section of fiber cable along Capitol Way in Tumwater, WA, City of Tumwater conduit was too shallow for contractor to be responsible so city will cover the costs to repair the cable.

- Remove damaged 144 fiber cut by the general Contractor (ACI) between McDonalds and Jiffy lube on Capitol Way.
- Furnish and install a new 144 fiber.
- Splice the 144 fiber at both ends.
- Label all the fiber optic cable with the fiber optic tag and special tag as required with PSE.

Please see “**Exhibit A - Contact Information**” for WSDOT personnel names and phone numbers.

4 COST

- 4.1 WSDOT is under no obligation to pay for services under this Contract until WSDOT has requested services.
- 4.2 Costs for this agreement are outlined in the attached quote, labeled **Exhibit B**. Total costs for this agreement shall not exceed twenty-seven thousand six hundred seventy-nine dollars and forty-one cents (\$27,679.41), taxes and fees included.

5 PERIOD OF PERFORMANCE

- 5.1 The period of performance for this agreement shall be ninety (90) days, commencing on the effective date.
- 5.2 The effective date of this agreement is March 1, 2023.

6 ADDITIONAL WORK

Additional work beyond the scope of work identified in Section 3 [STATEMENT OF WORK](#) will require a written amendment to this agreement as specified in Section 10 [AGREEMENT ALTERATIONS AND AMENDMENTS](#).

7 PAYMENT

WSDOT shall pay INSI twenty-seven thousand six hundred seventy-nine dollars and forty-one cents (\$27,679.41), taxes and fees included, as outlined in Section 3 [STATEMENT OF WORK](#). There will be no further compensation between WSDOT and INSI, unless otherwise agreed to in writing and amended per the terms of Section 10 [AGREEMENT ALTERATIONS AND AMENDMENTS](#).

8 BILLING PROCEEDURE

- 8.1 INSI shall invoice WSDOT for the total cost of the project as specified in Section 3 [STATEMENT OF WORK](#) under this Agreement.
- 8.2 WSDOT shall remit payment to INSI within 30 days from receipt of invoice.
- 8.3 Invoices shall reference the WSDOT contract number K1582, and be forwarded to the invoicing contact identified in **Exhibit A**.

9 FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced or limited in

any way after the effective date of this Agreement and prior to completion of the work in the Agreement, WSDOT may:

- (1) Terminate this Agreement with thirty (30) business days advance notice. If this Agreement is terminated, the parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- (2) Renegotiate the terms of this Agreement under those new funding limitations and conditions.
- (3) Pursue such other alternative as the parties mutually agree to in writing.

10 AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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.

11 TERMINATION

11.1 Termination for Convenience

Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11.2 Termination for Cause

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to initiate a correction of the violation or failure within 15 calendar days. If failure or violation is not corrected within the mutually agreed upon time period, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

12 DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

13 GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable state and federal statutes and rules;

- (2) Statement of work (SOW)
- (3) Contractor's Master Contract #05620-08 with the Department of Enterprise Services;
- (4) Any Amendment executed under this contract; and
- (5) Any other provisions of the Agreement, including materials incorporated by reference.

14 ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

15 WAIVER

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

16 SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

17 CONTRACT MANAGEMENT

17.1 Contact Information

All contact information for the management of this agreement shall be identified in [Exhibit A](#), attached hereto and by this reference made a part hereof. Exhibit A may be updated by either party for their agency only and shall be submitted in writing or electronic mail to the other party by the Contract Administrators. Any update to Exhibit A shall state the effective date of said update.

17.2 Contract Managers

The Contract Managers for both WSDOT and INSI identified in [Exhibit A](#) shall be the primary contact for ALL communications and billings for the performance of this Agreement. The Contract Managers shall be responsible for the daily performance and technical oversight of this Agreement on behalf of WSDOT and INSI.

17.3 Project Managers

The WSDOT Project Manager identified in [Exhibit A](#) shall be lead for WSDOT on all technical and troubleshooting issues regarding the performance of this Agreement. The WSDOT Project Manager shall be responsible for facilitating with the INSI Project Manager for any technical communications and/or coordination necessary with this Agreement.

The INSI Project Manager identified in [Exhibit A](#) shall be lead for INSI on all technical and troubleshooting issues regarding the performance of this Agreement. INSI Project Manager shall be responsible for facilitating with the WSDOT Project Manager any technical communications and/or coordination necessary with this Agreement.

18 GENERAL

A. Exhibits and Attachments.

All exhibits, attachments, and documents referenced in this contract are hereby incorporated into this Agreement.

B. Agreement Execution.

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

19 PUBLIC WORKS AND PREVAILING WAGE

This Project is a Public Works Project and is subject to all applicable state and federal Public Works and Prevailing Wage laws and regulations and, as such, the Vendor and all subcontractors shall comply with the applicable terms and conditions, including but not limited to those set forth in **Exhibits D and E**, attached hereto and incorporated by this reference.

5.1 Per RCW 39.12.020, this project is subject to prevailing wages and INSI and any subcontractor are required to pay prevailing wages to all workers based upon classification of labor performed. All workers shall receive the prevailing wage rate in effect at the time under this contract. **Exhibit E** lists the current applicable prevailing wage rates.

5.2 Per RCW 39.12.040, INSI and any subcontractor must file their Intent to Pay Prevailing Wage to the L&I Industrial Statistician and submit to WSDOT the approved Intent to Pay Prevailing Wage prior to any work beginning.

5.3 Per RCW 39.12.040, no payment can be made without the approved Intent to Pay Prevailing Wage being submitted to WSDOT prior to payment.

5.4 Per RCW 39.12.040, INSI and any subcontractor must file their Affidavit of Prevailing Wage with L&I Industrial Statistician upon completion of this project and submit to WSDOT their approved Affidavit of Prevailing Wages prior to WSDOT releasing payment.

5.5 The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing rate of wage.

20 CONTRACTOR'S BOND

Per RCW 39.08.01, a contractor is required to obtain a good and sufficient bond for the full amount of the work. Additionally, [RCW 39.08](#) allows the contractor to request retainage of 50% of the full amount for all contracted public works under \$35,000.00. Please indicate the option you will exercise from the following:

☐ Contractor's Bond

INSI will provide an executed Bond for the full amount of this agreement as outlined in Section 2 Cost. This Bond, also covering state sales tax, shall: be in substantially the same form as attached hereto as **Exhibit F**;

- A. be signed by an approved surety (or sureties) that (1) is registered with the Washington State Insurance Commissioner, and (2) appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner;
- B. be conditioned upon the faithful performance of the Contract by the Vendor within the prescribed Milestones;
- C. guarantee that the surety shall indemnify, defend, and protect the WSDOT against any claim of direct or indirect loss resulting from the failure: (1) of the Vendor or any of the employees or Subcontractors to faithfully perform the Work in accordance with the Contract, and (2) of the Vendor or any Subcontractors to pay all laborers, mechanics, Subcontractors, material persons, or any other person who provides supplies or provisions for carrying out the Work.
- D. WSDOT may require sureties or surety companies on the Contract Bond to appear and qualify themselves. Whenever WSDOT deems the surety or sureties to be inadequate, it may, upon written demand, require the Vendor to furnish additional surety to cover any remaining work. Until the added surety is furnished, Work will stop.
- E. Upon the request of any person or entity appearing to be a potential beneficiary of Contract Bond covering payment of obligations arising under this Contract, the Vendor shall promptly furnish a copy of the Contract Bond or shall permit a copy to be made.

☒ 50% Retainage

WSDOT shall retain 50% of the contracted amount and hold as retainage.

WSDOT shall release and pay in full all amounts retained, subject to releases from the Washington State Department of Revenue, Washington State Department of Labor and Industries and Washington State Department of Employment Security; or within sixty (60) calendar days of project completion.

Per [RCW 60.28.011](#) subsection 4, please identify from the following options how the 50% Retainage will be held:

☐ Retained in a fund by WSDOT

☐ Retainage Bond – Please complete **Exhibit G** and return with the signed original copy of this amendment.

☐ Escrow Agreement

20 ELECTRONIC SIGNATURES

A signed copy of this contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this contract or such agreement amendments for all purposes.

21 CONTRACT EXECUTION

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

22 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times

and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

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

**Intracommunication Network Systems,
Inc. (INSI)**

Ari Shackell

Ari Shackell,
Project Manager

06-21-2023

Date

**Washington State
Department of Transportation**

Erik Jonson

Erik Jonson
Technical Services Director

Jun 22, 2023

Date

Exhibit A

Contact Information

WSDOT Contract Number: K1582

Washington State Department of Transportation

Only the Contract Signature Authority identified below are authorized to bind WSDOT.

WSDOT Contract Signature Authority	Matthew R. Modarelli, CIO & Director Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7601 matthew.modarelli@wsdot.wa.gov
WSDOT Contract / Project Manager:	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 turnert@wsdot.wa.gov
Technical Contact & Local Contact:	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 turnert@wsdot.wa.gov
Local Contact	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 turnert@wsdot.wa.gov
Contract Administrator:	Heidi Olson, Contracts Administrator Administrative Contracts Office PO Box 47408 Olympia, WA 98504-7408 (360) 705-7559 OlsonHE@wsdot.wa.gov
Invoicing	Information Technology Division Attn: Invoice Processing Business Unit 7345 Linderson Way SW PO Box 47430 Tumwater, WA 98504-7430 (360) 705-7716 WSDOTOITVendorPayments@wsdot.wa.gov Preferred method of submittal shall be electronic to the email address above.

VENDOR NAME: INSI

Vendor Contract Signature Authority:	<p>David Williams Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 davidw@insicabling.com</p> <p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com</p>
Vendor Contract Manager:	<p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com</p>
Vendor Project Manager	<p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com</p>
Technical Lead:	<p>Dwayne Hall / Joe Schafer / Don Dix Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com</p>
Local Contact:	<p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com</p>

Contract Administrator:	David Williams Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 davidw@insicabling.com
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**K1582
EXHIBIT B**

WSDOT Contract No. <u>K1582</u>				DES Contract No. <u>05620-08</u>			
Company Name Intracommunication Network Systems, Inc.				Date of quote 3/17/2023		Quote expires on 6/27/2023	
Representatives Name Ari Shackell			Phone # 253-761-0418		Fax # 253-879-0186		Email AriS@INSIcabling.com
Address 4922 N. Pearl ST.					City Tacoma		State WA
					Zip 98407		
Contractor License #INTRANS994JL		UBI# 600 638 285		L&I# 545, 945-00		ESD# 622584001	
						SWV# 0000032-00	
Project Information							
Project Name TUMWATER – Capitol Way Road Fiber Repair				Project Location Tumwater, WA			
Scope of Work							
Project or Task Objectives							
<ul style="list-style-type: none"> Remove damaged 144 fiber cut by the general Contractor (ACI) between McDonalds and Jiffy lube on Capitol Way Furnish and install a new 144 fiber. Splice the 144 fiber at both ends Label all the fiber optic cable with the fiber optic tag and special tag as required with PSE. 							
Detail of scope or				See attached		Estimated length of project 8 Days	
Click here to enter text.							
Drawings/Specifications attached:				Yes X No		If no, explain below: If N/A, explain below	
Materials							Costs
Fiber optic cable							\$4,765.00
Splice Cases							\$1,360.00
Misc.							\$250.00
Intent and Affidavits							\$80.00
Ancillary Materials (Strand hardware straps, spacers, d-lashing clamps, lashing wire, electrical tape) – Subtotal							\$6,455.00
Material Total							\$6,455.00
Labor Classification (Prevailing Wage Rate)				County	Cost Per Hour	# of Laborers Used	# of Labor Hours
							Total Labor Classification Cost
Electronic Technician				Thurston	\$51.14	4	160
							\$8,182.40
Labor Classification Total							\$8,182.40



Public Works Project Request for Quotation

K1582 EXHIBIT B

Other Expenses (overhead, per diem, equipment, fuel, etc.)				Costs
Crew Truck				\$500.00
Lift Truck				\$800.00
Fiber Splicer				\$1,025.00
Fiber Test Equipment				\$500.00
Subcontractor				\$3,600.00
Overhead				\$3,874.00
Other Expenses Total				\$10,299.00
Permits and Performance Bond				Costs
Performance Bond				\$00.00
City of Tumwater – ROW Use permit				\$00.00
Permits & Performance Bond Total				\$0.00
Subtotal of Materials, Labor, Other Expenses and Permits and Performance Bond				\$24,936.40
Sales Tax 9.5%	Revenue Location Code: 3406	Tax Percentage: 9.5% (Enter taxable percent as 8.7 or 9.2, etc.)	\$2,368.96	
DES Fees.....1.5% of total purchase price (Does not include sales tax)			\$374.05	
Total Cost for this Project				\$27,679.41
Identify Method of Retainage: If project is over \$34,999 you must have a bond for the total project cost. Is project over \$34,999? No If project is under \$35,000 select retainage option →				
How retainage is held: RCW 60.28.011, 4(a): Retained in a fund by the public body.				
Please indicate if there will be subcontractors..... Yes If yes, please indicate below all subcontractors that will be working on this project:				
Subcontractor #1				
Company Name RUSSELL PHIPPS DBA / MIDNIGHT MOUNTAIN COMMUNICATIONS		Date of quote 03/17/2023	Quote expires on 06/27/2023	
Representatives Name RUSSELL PHIPPS	Phone # 253-973-8886	Fax # Click here to enter text.	EMAIL Address rphipps@midnightmtncomm.com	
Address 3114 Harrier ST NE		City Lacey	State WA	Address 98516
Contractor License MIDNIMC826MK	UBI# 604268861	L&I# 668,054-00	ESD # 754635-00-9	SWV# Click here to enter text.
What is the percentage of work subbed out to subcontractor #1 Click here to enter text.				%



**Washington State
Department of Transportation**

Public Works Project Request for Quotation

**K1582
EXHIBIT B**

K1582

Statement of Work for Outdoor Cabling Services

Emergency Fiber Optic Repair on Capitol Way – Tumwater, Washington

This Statement of Work (SOW) is made and entered by and between IT Division (“WSDOT”), and INSI (“Vendor”), for assistance with outdoor cabling services. This SOW incorporates by reference the terms and conditions of Contract Number 05620-08 in effect between the Department of Enterprise (DES) and Vendor. In case of any conflict between this SOW and the Contract, the Contract shall prevail. WSDOT and Vendor agree as follows:

1. Project or Task Objective:

This will be repairing a damaged section of fiber cable along Capitol Way in Tumwater, WA. City of Tumwater conduit was too shallow for contractor to be responsible so city will cover the costs to repair the cable.

2. Statement of Work:

This project is to replace damaged fiber optic cable that was damaged by City of Tumwater contractor – City of Tumwater said they will reimburse WSDOT for the costs of the repair.

- Remove damaged 144 fiber cut by the general Contractor (ACI) between McDonalds and Jiffy lube on Capitol Way
- Furnish and install a new 144 fiber.
- Splice the 144 fiber at both ends
- Label all the fiber optic cable with the fiber optic tag and special tag as required with PSE.

Please see “**Exhibit A** - Contact Information” for WSDOT personnel names and phone numbers.

3. Timeline and Period of Performance

The period of performance for this project will be scheduled based on projected signed contract. WSDOT has the right to extend or terminate this SOW at its sole discretion.

4. Compensation and Payment

WSDOT shall pay Vendor an amount not to exceed *twenty-seven thousand six hundred seventy nine dollars and forty-one cents (\$27,679.41)* which includes DES fees and sales tax for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW. Vendor's compensation for services rendered shall be based on Vendor's Quote as set forth in **Exhibit B**.

- WSDOT Cabling Standards - Exhibit C

Hourly rates in Thurston County, WA are:

Electronic Technician	\$51.14
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All activities are expected to take place in TUMWATER, WA, thus no travel expenses are expected or authorized. Vendor will be reimbursed for any material items used in the splicing of fiber cable.

5. Vendor Staff, Roles, and Responsibilities

Electronic Technician(s), as provided by vendor and identified in Exhibit A – Contact Information, will be on-site to complete this project as described in Section 1, “Project or Task Objectives”.

6. WSDOT Staff, Roles and Responsibilities

Todd Turner (360-701-3146) will represent WSDOT as the contract Manager and will be the on-site contact for this work request as identified in Exhibit A – Contacts.

7. Additional Terms and Conditions Specific to this SOW

No additional Terms and Conditions.

Heavy-Duty Junction Boxes will be considered to have withstood the 60,000 pound test if all of the following conditions are exhibited:

1. The lid is operational.
2. The lid is securely fastened.
3. The welds have not failed.
4. Permanent dishing or deformation of the lid is $\frac{1}{4}$ inch or less.
5. No buckling or collapse of the box.

9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable

9-29.3(1) Fiber Optic Cable

All fiber optic cables shall be single mode fiber optic cables unless otherwise specified in the Contract. All fiber optic cables shall meet the following requirements:

1. Compliance with the current version of ANSI/ICEA S-87-640. A product data specification sheet clearly identifying compliance or a separate letter from manufacturer to state compliance shall be provided.
2. Cables shall be gel free, loose tube, low water peak, and all dielectric with no metallic component.
3. Cables shall not be armored unless specified in the Contract.
4. Cables shall be approved for mid-span entries and be rated by the manufacturer for outside plant (OSP) use, placement in underground ducts, and aerial installations.
5. Fiber counts shall be as specified in the Contract.
6. Fibers and buffer tubes shall be color coded in accordance with the current version of EIA/TIA-598.
7. Fibers shall not have any factory splices.
8. Outer Jacket shall be Type M (Medium Density Polyethylene). Outer jacket shall be free from holes, splits, blisters, or other imperfections and must be smooth and concentric as is consistent with the best commercial practice.
9. A minimum of one (1) rip cord is required for each cable.
10. Cable markings shall meet the following additional requirements:
 - a. Color shall be white or silver.
 - b. Markings shall be approximately 3 millimeters (118 mils) in height, and dimensioned and spaced to produce good legibility.
 - c. Markings shall include the manufacturer's name, year of manufacture, the number of fibers, the words "OPTICAL CABLE", and sequential length marks.
 - d. Sequential length markings shall be in meters or feet, spaced at intervals not more than 1 meter or 2 feet apart, respectively.

- e. The actual cable length shall not be shorter than the cable length marking. The actual cable length may be up to 1 percent longer than the cable length marking.
 - f. Cables with initial markings that do not meet these requirements will not be accepted and may not be re-marked.
11. Short term tensile strength shall be a minimum of 600 pounds (lbs). Long term tensile strength shall be a minimum of 180 pounds (lbs). Tensile strength shall be achieved using a fiberglass reinforced plastic (FRP) central member and / or aramid yarns.
12. All cables shall be new and free of material or manufacturing defects and dimensional non-uniformity that would:
- a. Interfere with the cable installation using accepted cable installation practices;
 - b. Degrade the transmission performance or environmental resistance after installation;
 - c. Inhibit proper connection to interfacing elements;
 - d. Otherwise yield an inferior product.
13. The fiber optic cables shall be shipped on reels with a drum diameter at least 20 times the diameter of the cable, in order to prevent damage to the cable. The reels shall be substantial and constructed so as to prevent damage during shipment and handling. Reels shall be labeled with the same information required for the cable markings, with the exception that the total length of cable shall be marked instead of incremental length marks. Reels shall also be labeled with the type of cable.

9-29.3(1)A Singlemode Fiber Optic Cable

Single-Mode optical fibers shall be EIA/TIA 492-CAAB or ISO/IEC 11801 Type OS2, low water peak zero dispersion fibers, meeting the requirements of ITU-T G.652.D.

9-29.3(1)B Multimode Optical Fibers

Where multimode fiber optic cables are specified in the Contract, the optical fibers shall be one of the following types, as specified in the Contract:

- 1. Type OM1, meeting the requirements of EIA/TIA 492-AAAA-A or ISO/IEC 11801. The fiber core diameter shall be 62.5 μm .
- 2. Type OM2, meeting the requirements of EIA/TIA 492-AAAB-A or ISO/IEC 11801. The fiber core diameter shall be 50 μm .

All multimode optical fibers shall have a maximum attenuation of 3.0 dB/km at 850nm and 1.0 dB/km at 1300nm. Completed cable assemblies shall be rated for 1000BaseLX Ethernet communications.

K1582
Exhibit D
PWPW Terms & Conditions

Additional Terms and Conditions

Public Works and Prevailing Wage

This CONTRACT is subject to chapter 39.04 RCW, Public Work, and all applicable state statutes, including, but not limited to chapter 39.12 RCW, Prevailing Wage. The requirements Vendor must comply with include, but are not limited to, the following:

1.1. Contractor Registration

Vendors doing construction trade work in the Washington State are required to have a valid L&I Contractor Registration License in accordance with RCW 18.27.020 and RCW 19.28.420, as applicable.

Please visit the Washington State Labor and Industries website below for more information on contractor license registration requirements.

<http://www.lni.wa.gov/TradesLicensing/Contractors/HowReg/default.asp>

1.2. Employment Security Department Registration

Vendors doing construction trade work in Washington State are required to have a valid Employment Security Number issued by the Washington State Employment Security Department in accordance with RCW 50.12.070.

Please visit the Washington State Employment Security Department website for more information on registration requirements.

<http://www.esd.wa.gov/uitax/newbusiness/register-your-business.php>

1.3. Prevailing Wage

This CONTRACT is subject to the minimum wage requirements of chapter 39.12 RCW and to chapter 49.28 RCW (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The hourly minimum rates for wages and fringe benefits are listed in Exhibit F of this CONTRACT. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in the CONTRACT Provisions.

The Vendor and any Subcontractors required by chapter 39.12 RCW, WAC 296-127-010, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

By including the hourly minimum rates for wages and fringe benefits in this AMENDMENT, WSDOT does not imply that the Vendor will find labor available at those rates. The Vendor shall

K1582
Exhibit D
PWPW Terms & Conditions

be responsible for any amounts above the minimums that will actually have to be paid. The Vendor shall bear the cost of paying wages above those shown in the CONTRACT.

In the event the Project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Vendor shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law. In the event the Project involves both highway work and building work, Exhibit F-2 may list a Federal wage and fringe benefit rate for the highway work and a separate Federal wage and fringe benefit rate for the building work. The area in which the worker is physically employed shall determine which Federal wage and fringe benefit rate shall be used to compare against the State wage and fringe benefit rate.

If employing labor in a class not listed in Exhibit F on a State funded project only, the Vendor shall request a determination of the correct wage and benefits rate for that class and locality from the L & I Industrial Statistician and provide a copy of those determinations to the WSDOT Project Manager and WSDOT Contract Administrator.

The Vendor shall ensure that any Subcontractor that falls under the provisions of chapter 39.12 RCW because of the definition "Contractor" in WAC 296-127-010 complies with all the requirements of chapter 39.12 RCW.

The Vendor shall be responsible for compliance with the requirements of the DBRA and chapter 39.12 RCW by all Subcontractors engaged in any part of the Work necessary to complete the CONTRACT. Therefore, should a violation of this subsection occur by any Subcontractor that is providing Work or materials for completion of this CONTRACT whether directly or indirectly responsible to the Vendor, WSDOT will take action against the Vendor, as provided by the provisions of the CONTRACT, to achieve compliance, including but not limited to, withholding payment on the CONTRACT until compliance is achieved.

In the event WSDOT has an error (omissions are not errors) in the listing of the hourly minimum rates for wages and fringe benefits in this CONTRACT, the Vendor and any Subcontractor that is required to pay prevailing wages, shall be required to pay the rates as determined to be correct by the Washington State Department of Labor and Industries (or by the U.S. Department of Labor when that agency sets the rates). A written amendment to the CONTRACT will be prepared to ensure that this occurs. WSDOT will reimburse the Vendor for the actual cost to pay the difference between the correct rates and the rates included in this CONTRACT, subject to the following conditions:

1. The affected Vendor relied upon the rates included in this CONTRACT to prepare its Quote and certifies that it did so;
2. The allowable amount of reimbursement will be the difference between the rates listed and rates later determined to be correct plus only appropriate payroll markup the employer must pay, such as, social security and other payments the employer must make to the Federal or State Government;

K1582
Exhibit D
PWPW Terms & Conditions

3. The allowable amount of reimbursement may also include some overhead cost, such as, the cost for bond, insurance, and making supplemental payrolls and new checks to the employees because of underpayment for previously performed Work; and
4. Profit will not be an allowable markup.

Vendors that anticipated, when they prepared their Proposals, paying a rate equal to, or higher than, the correct rate as finally determined will not be eligible for reimbursement.

1.4. Posting Notices

In a location acceptable to the Washington State Department of Labor and Industries, the Vendor shall ensure the following is posted:

1. One copy of the approved “Statement of Intent to Pay Prevailing Wages” for the Vendor and any Subcontractor that falls under the provisions of chapter 39.12 RCW because of the definition of “Contractor” in WAC 296-127-010;
2. One copy of the prevailing wage rates for the project;
3. The address and telephone number of the Industrial Statistician for L&I (along with notice that complaints or questions about wage rates may be directed there); and
4. FHWA 1495/1495A “Wage Rate Information” poster if the project is funded with Federal-aid.

1.5. Disputes

If labor and management cannot agree in a dispute over the proper prevailing wage rates, the Vendor shall refer the matter to the Director of the Washington State Department Labor and Industries (or to the U.S. Secretary of Labor when that agency sets the rates). The Director’s (or Secretary’s) decision shall be final, conclusive, and binding on all parties.

1.6. Required Documents

On forms provided by the Industrial Statistician of Washington State Department Labor and Industries, the Vendor shall submit to the WSDOT Project Manager the following for itself and for each Subcontractor covered under chapter 39.12 RCW that provided Work and materials for the CONTRACT:

1. A copy of an approved “Statement of Intent to Pay Prevailing Wages” L&I’s form number F700-029-000. WSDOT will make no payment under this CONTRACT for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the WSDOT Project Manager.
2. A copy of an approved “Affidavit of Prevailing Wages Paid,” L&I’s form number F700-007-000. WSDOT will not release to the Vendor any funds retained under RCW 60.28.011 until all of the “Affidavit of Prevailing Wages Paid” forms have been approved by L&I and a copy of all the approved forms have been submitted to the WSDOT Project Manager.

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

Certified payrolls are required to be submitted by the Vendor to the WSDOT Project Manager, for the Vendor and all Subcontractors on all Federal-aid projects and, when requested in writing by the WSDOT Project Manager, on projects funded with only WSDOT funds. If these payrolls are not supplied within ten (10) Calendar days of the end of the preceding weekly payroll period for Federal-aid projects or within ten (10) Calendar days from the date of the written request on projects with only WSDOT funds, any or all payments may be withheld until compliance is achieved. Also, failure to provide these payrolls could result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12). All certified payrolls shall be complete and explicit. Employee labor descriptions used on certified payrolls shall coincide exactly with the labor descriptions listed on the minimum wage schedule in the CONTRACT unless the WSDOT Project Manager approves an alternate method to identify the labor used by the Vendor to compare with the labor listed in this CONTRACT.

1.7. Audits

WSDOT may inspect or audit the Vendor's wage and payroll records as provided in Section 1.7.

1.8. Worker's Benefits

The Vendor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 RCW or Title 51 RCW is not made when due, WSDOT may retain such payments from any money due the Vendor and pay the same into the appropriate fund. Such payment will be made only after giving the Vendor fifteen (15) Calendar Days prior written notice of the WSDOT's intent to disburse the funds to the Washington State Department of Labor and Industries or Washington State Employment Security Department, as applicable. The payment will be made upon expiration of the fifteen (15) Calendar Day period if no legal action has been commenced to resolve the validity of the claim. If legal action is instituted to determine the validity of the claim prior to the expiration of the fifteen (15) Calendar Day period, WSDOT will hold the funds until determination of the action or written settlement agreement of the appropriate parties.

The Vendor shall include in the various items in their Proposal all costs for payment of unemployment compensation and for providing either or both of the insurance coverages. The Vendor will not be entitled to any additional payment for: (1) failure to include such costs, or (2) determinations made by the U.S. Department of Labor or the Washington State Department of Labor and Industries regarding the insurance coverage.

The Public Works Contract Division of the Washington State Department of Labor and Industries will provide the Vendor with applicable industrial insurance and medical aid classification and premium rates. After receipt of a Revenue Release from the Washington State Department of Revenue, WSDOT will verify through the Department of Labor and Industries

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that the Vendor is current with respect to the payments of industrial insurance and medical aid premiums.

1.9. Retainage

Pursuant to Title 60.28 RCW, a sum of 5-percent of the monies earned by the Vendor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW, and (2) the claims of any person arising under the CONTRACT.

Monies retained under the provisions of Title 60.28 RCW shall, at the option of the Vendor, be:

1. Retained in a fund by WSDOT, or
2. Deposited by WSDOT in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Vendor). Deposits are to be in the name of the Washington State Department of Transportation (WSDOT) and are not to be allowed to be withdrawn without WSDOT's written authorization. WSDOT will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Vendor as the interest accrues.

At the time the CONTRACT is executed the Vendor shall designate the option desired. The Vendor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. WSDOT may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) Calendar days following the Completion Date (pursuant to chapter 39.12 RCW and Title 60.28 RCW) provided the following conditions are met:

1. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Vendor and all Subcontractors are on file with the WSDOT (RCW 39.12.040).
3. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Employment Security Department.
4. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Department of Labor and Industries.
5. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of 1, 2, 3 and 4 are met, the Vendor

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will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the WSDOT sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 6/13/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Thurston	Electronic Technicians	Journey Level	\$51.14	<u>6Z</u>	<u>1B</u>		View

K1582

Exhibit F

Contract Bond

[COMPANY LOGO
GOES HERE]

[NAME OF BOND
GOES HERE]

Name of INSURANCE COMPANY OF AMERICA
Name of INSURANCE COMPANY OF AMERICA
Name of INSURANCE COMPANY OF AMERICA
HOME OFFICE: name of location

SAMPLE

Bond

KNOW ALL BY THESE PRESENTS, That we, _____ [NAME OF PURCHASER]

(called Principal), as Principal, and _____ [NAME OF INSURANCE COMPANY]

a _____ corporation of _____ Washington (called Surety), as Surety, are held and

firmly bound unto the State of Washington (called Obligee) in the sum of _____ Dollars (____) for the payment whereof Principal and Surety bind themselves, their legal representatives, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a written Public Works Contract dated _____, _____ with Obligee for CONTRACT No. K1582, dated _____, 2023, for _____ between the Washington State Department of Transportation and _____, a copy of which Contract is hereto annexed and made a part of hereof as fully as if set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall faithfully perform such Contract and pay all persons who have furnished labor or material for use in or about the improvement and shall indemnify and save harmless Obligee from all costs and damage by reason of Principal's default or failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Surety hereby waives notice of any alteration, extension or forbearance as to any of the terms of the Contract other than the terms of payment thereunder, made or extended by Obligee or Principal.

NO RIGHT OF ACTION shall accrue upon or by reason hereof to, or for the use or benefit of, anyone other than the Obligee herein named.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this _____ day of _____, 2023 _____.

NAME OF PURCHASER

By _____
Principal

NAME OF INSURANCE COMPANY

By _____
Attorney-in-Fact

Revision Date

Registered trademark of Surety Corporation

K1582
Exhibit G
Retainage Bond

Bond No. _____
 Contract No. _____

RETAINAGE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____, a corporation existing under and by the virtue of the laws of the State of Washington and authorized to do business in the State of Washington, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and authorized to transact the business of surety in the State of Washington, as Surety, are jointly and severally held and bound unto the STATE OF WASHINGTON, hereinafter called State, as Obligee, and are similarly held and bound unto the beneficiaries of the trust fund created by [RCW 60.28](#) as their heirs, executors, administrators, successors and assigns, in the penal sum of _____ (\$ _____), plus five (5) percent of any increases in the contract amount that have occurred or may occur, due to change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, on the _____ day of _____, the said Principal herein executed Contract No. _____ with the State of Washington for _____.

WHEREAS, said contract and [RCW 60.28](#) require the State to withhold from the Principal the sum of five (5) percent from monies earned by the Principal on estimates during the progress of the work, hereinafter referred to as earned retained funds.

WHEREAS, the Principal has requested the State accept a bond in lieu of earned retained funds as allowed under [Chapter 60.28 RCW](#).

NOW THEREFORE, this obligation is such that the Surety, its successors, and assigns are held and bound unto the State and unto all beneficiaries of the trust fund created by [RCW 60.28.011](#) (1) in the aforesaid sum. This bond including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth for retained percentages in [Chapter 60.28 RCW](#). The condition of this obligation is also that if the Principal shall satisfy all payment obligations to person who may lawfully claim under the trust fund created pursuant to [Chapter 60.28 RCW](#), to the State, and indemnify and hold the State harmless from any and all loss, costs, and damages that the State may sustain by release of said retainage to Principal, then this obligation shall be null and void, provided the Surety is notified by the State that the requirements of RCW 60.28.021 have been satisfied and the obligation is duly released by the State.

K1582
Exhibit G
Retainage Bond

Retainage Bond No. _____
 Page 2 of 2

IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal. The Surety will not be discharged or released from liability for any act, omission or defenses of any kind or nature that would not also discharge the Principal.

IT IS HERBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the befit of the Principal, the Surety, the State, the beneficiaries of the trust fund created by [Chapter 60.28 RCW](#) and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be dully signed and sealed this _____ day of _____, 2023.

By _____
 Principal

Address: _____

City/Zip: _____

Phone: _____

 Surety Name

By: _____
 Attorney-In-Fact

Address: _____

City/Zip: _____

Phone: _____






K1582_INSI_ Emergency Fiber Tumwater

Final Audit Report

2023-06-22

Created:	2023-06-21
By:	Marianna Adams (adamsma@wsdot.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARU84ZknGNzq4IzBv_yVZkF5dbZhg37I9

"K1582_INSI_ Emergency Fiber Tumwater" History

-  Document created by Marianna Adams (adamsma@wsdot.wa.gov)
2023-06-21 - 11:09:02 PM GMT
-  Document emailed to csosig@wsdot.wa.gov for signature
2023-06-21 - 11:09:51 PM GMT
-  Email viewed by csosig@wsdot.wa.gov
2023-06-22 - 2:30:03 PM GMT
-  Signer csosig@wsdot.wa.gov entered name at signing as ERIK K JONSON
2023-06-22 - 2:30:19 PM GMT
-  Document e-signed by ERIK K JONSON (csosig@wsdot.wa.gov)
Signature Date: 2023-06-22 - 2:30:21 PM GMT - Time Source: server
-  Agreement completed.
2023-06-22 - 2:30:21 PM GMT

Contract No. DP01076**Washington State Department of Transportation****Amendment No. 15**

This is AMENDMENT No. 15 (**Amendment**) to that certain agreement entitled Fiber Optic Cabling *NO. DP01076*, dated July 11, 2005, between the Washington State Department of Transportation (“WSDOT”) and the City of Tumwater (“**City**”).

RECITALS

A. WHEREAS, WSDOT and City are parties to the Contract, which provides for the installation and maintenance of fiber optic cabling.

B. WHEREAS, Pursuant to Section 7 “Optional Work” of the Contract, WSDOT and INSI, Inc. (Vendor) have negotiated to install, splice and terminate fiber optic cable at a new location.

C. WSDOT and City desire to amend the Contract to add the additional work and to add additional terms and conditions in the Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Pursuant to section 7, “Optional Work”, WSDOT contracted with INSI, Inc. for fiber undergrounding at Trosper Road off ramp in Tumwater, WA. The purpose of this amendment 15 is for the reimbursement of a portion of the work performed under WSDOT Contract K1588, attached as **Attachment A** and Amendment 01 to WSDOT Contract K1588 with INSI, Inc., attached as **Attachment A-1**, herein incorporated by this reference.

2. Statement of Work**2.1. WSDOT shall agree:**

WSDOT contracted with INSI, Inc for undergrounding fiber at Trosper Road exit for communication network in Tumwater, WA. The work preformed by WSDOT and INSI under the original WSDOT Contract K1588 included:

- Mobilization of equipment and personnel to directional drill and excavate approximately 1200’ of 2” conduit.
- Includes vactor potholing of utility conflicts.
- Includes setting of 25ta handhole and Type II vault.
- Type II included in cost but WSDOT to provide 25ta.

- Basic lane shift traffic control included. If more extensive traffic control is required, it will be quoted separately.
- Impacted hard surfaces will be temporary repaired. If required, permanent repair of hard surface to be quoted separately.
- Location and map included,
- Engineering or permit fees/cost will be paid by WSDOT. Not included in this quote
- Fiber and splice cases provided by WSDOT.
- Quote includes installing fiber during normal business hours.
- Fiber Optic cut-over will be done over the weekend.

WSDOT issued Amendment 01 to Contract K1588 with INSI, Inc., as additional work was identified by City of Tumwater and WSDOT. The work performed under Amendment 01 included:

Conduit must extend an additional 120ft north on Capitol Blvd SE per ACI Construction. Conduit must extend an additional 40ft west on Lee ST SW per ACI Construction.

- Travel & setup of drill & vac system
- Installation of up to 120' of 2" conduit
- Installation of up to 40' of 2" conduit & setting vault on Lee St
- Conduit scope of work
- Excavation of entry & exits pits along with backfill.

3. Compensation

- 3.1. The City, in consideration of the faithful performance of the Work to be performed by WSDOT, agrees to reimburse WSDOT for the direct and related indirect costs of the Work at the then current Indirect Cost Rate (ICR).
 - 3.2. The City shall reimburse to WSDOT the amount of forty-three thousand seven hundred fifteen dollars and sixty-seven cents (\$43,715.67), plus applicable taxes, for a portion of the Work pursuant to the original WSDOT Contract K1588, labeled as **Attachment A**.
 - 3.3. The City will also fully reimburse to WSDOT for all Work pursuant to Amendment 01 to WSDOT Contract K1588, in the amount of nineteen thousand seven hundred fifty-seven dollars and eleven cents (\$19,757.11) labeled as **Attachments A-1**, herein incorporated by this reference.
 - 3.4. The total amount City of Tumwater is to reimburse WSDOT is sixty-three thousand four hundred seventy-two dollars and seventy-eight cents (**\$63,472.78**).
 - 3.5. Reimbursement must be made to WSDOT within 30 days of receipt of invoice.
4. **Effective Date.** The effective date of this amendment shall be the date of last signature. This contract is in effect until July 11, 2025.

5. Affect on Other Provisions.

5.1. All other provisions and exhibits of the Agreement remain in full force and effect and are not altered or affected in any way unless specifically modified herein.

5.2. The provisions of the Agreement, as modified by this Amendment, shall apply equally to any and all other provisions in the Agreement as though the modified provisions were original, but all of which together shall constitute one and the same instrument.

6. Counterparts.

This Amendment may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Amendment signed by each party, for all purposes.

7. Electronic Signatures

A signed copy of this contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this contract or such agreement amendments for all purposes.

IN WITNESS WHEREOF, the Parties hereto, having read this Amendment in its entirety, including all exhibits and attachments, do agree in each and every particular and intending to be legally bound have executed this Amendment.

City of Tumwater

**Washington State
Department of Transportation**

Matthew Modarelli, CIO & Director
Technology Services Division

Date

Date

Contract No. K1588
for
Outdoor Cabling Services
WSDOT Conduit and Fiber Relocate in
Tumwater, WA
Between the
Washington State Department of Transportation
and
INSI

THIS AGREEMENT NO. K1588 is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as “WSDOT” and Vendor, Intracommunication Network Systems, Inc., hereinafter referred to as “INSI”. All rights and obligations of the parties are subject to and governed by the terms of the Department of Enterprise Services (DES) Master Contract #05620-08 including any subsequent modifications and incorporated herein.

1 PURPOSE

This agreement is for all charges as agreed to by WSDOT and INSI for relocating conduit and fiber through the city’s new roundabouts to eliminate the up / down of the current path and the shallow conduit that was damaged. All work will take place in Tumwater, WA.

2 RECITALS

- A. WHEREAS, the Department of Enterprise Services conducted a solicitation (05620) for Information Technology (IT) Cabling Services and Installation.
- B. WHEREAS, as a result of the solicitation, INSI and DES entered into Master Agreement number 05620-08 for IT Cabling Services and Installation effective November 12, 2021.
- C. WHEREAS, this contract has been declared Public Works, per the attached **Exhibit B**, Scope of Work and Quote Sheet.
- D. WHEREAS, it is in the interest of INSI and WSDOT to enter into this Agreement and INSI and WSDOT are authorized to enter into this Agreement pursuant to [RCW 39.04](#) and [RCW 43.41A](#).

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED THAT:

3 STATEMENT OF WORK

As described in **Exhibit B – Scope of Work**, vendor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The purpose of this project is for undergrounding fiber at the Trosper Road exit for communication network in Tumwater, WA

- Mobilization of equipment and personnel to directional drill and excavate approximately 1200' of 2" conduit.
- Includes vactor potholing of utility conflicts.
- Includes setting of 25ta handhole and Type II vault.
- Type II included in cost but WSDOT to provide 25ta.
- Basic lane shift traffic control included. If more extensive traffic control is required, it will be quoted separately.
- Impacted hard surfaces will be temporary repaired. If required, permanent repair of hard surface to be quoted separately.
- Location and map included,
- Engineering or permit fees/cost will be paid by WSDOT. Not included in this quote
- Fiber and splice cases provided by WSDOT.
- Quote includes installing fiber during normal business hours.
- Fiber Optic cut-over will be done over the weekend.

Please see "**Exhibit A - Contact Information**" for WSDOT personnel names and phone numbers.

4 COST

- 4.1 WSDOT is under no obligation to pay for services under this Contract until WSDOT has requested services.
- 4.2 Costs for this agreement are outlined in the attached quote, labeled **Exhibit B**. Total costs for this agreement shall not exceed *One hundred and three thousand seven hundred fifteen dollars and sixty-seven cents (\$103,715.67)*, DES fees and sales tax included.

5 PERIOD OF PERFORMANCE

- 5.1 The period of performance for this agreement shall be forty-five (45) days, commencing upon the effective date.
- 5.2 The effective date will begin on the last signature date of this agreement.

6 ADDITIONAL WORK

Additional work beyond the scope of work identified in Section 3 [STATEMENT OF WORK](#) will require a written amendment to this agreement as specified in Section 10 [AGREEMENT ALTERATIONS AND AMENDMENTS](#).

7 PAYMENT

WSDOT shall pay INSI One hundred and three thousand seven hundred fifteen dollars and sixty-seven cents (\$103,715.67), DES fees and sales tax included, as outlined in Section 3 [STATEMENT OF WORK](#). There will be no further compensation between WSDOT and INSI, unless otherwise agreed to in writing and amended per the terms of Section 10 [AGREEMENT ALTERATIONS AND AMENDMENTS](#).

8 BILLING PROCEEDURE

- 8.1 INSI shall invoice WSDOT for the total cost of the project as specified in Section 3 [STATEMENT OF WORK](#) under this Agreement.
- 8.2 WSDOT shall remit payment to INSI within 30 days from receipt of invoice.
- 8.3 Invoices shall reference the WSDOT contract number K1588, and be forwarded to the invoicing contact identified in **Exhibit A**.

9 FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to completion of the work in the Agreement, WSDOT may:

- (1) Terminate this Agreement with thirty (30) business days advance notice. If this Agreement is terminated, the parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- (2) Renegotiate the terms of this Agreement under those new funding limitations and conditions.
- (3) Pursue such other alternative as the parties mutually agree to in writing.

10 AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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.

11 TERMINATION

11.1 Termination for Convenience

Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11.2 Termination for Cause

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to initiate a correction of the violation or failure within 15 calendar days. If failure or violation is not corrected within the mutually agreed upon time period, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

12 DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be

final and binding on the parties hereto.

13 GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable state and federal statutes and rules;
- (2) Statement of work (SOW)
- (3) Contractor's Master Contract #05620-08 with the Department of Enterprise Services;
- (4) Any Amendment executed under this contract; and
- (5) Any other provisions of the Agreement, including materials incorporated by reference.

14 ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

15 WAIVER

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

16 SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

17 CONTRACT MANAGEMENT

17.1 Contact Information

All contact information for the management of this agreement shall be identified in [Exhibit A](#), attached hereto and by this reference made a part hereof. Exhibit A may be updated by either party for their agency only and shall be submitted in writing or electronic mail to the other party by the Contract Administrators. Any update to Exhibit A shall state the effective date of said update.

17.2 Contract Managers

The Contract Managers for both WSDOT and INSI identified in [Exhibit A](#) shall be the

primary contact for ALL communications and billings for the performance of this Agreement. The Contract Managers shall be responsible for the daily performance and technical oversight of this Agreement on behalf of WSDOT and INSI.

17.3 Project Managers

The WSDOT Project Manager identified in [Exhibit A](#) shall be lead for WSDOT on all technical and troubleshooting issues regarding the performance of this Agreement. The WSDOT Project Manager shall be responsible for facilitating with the INSI Project Manager for any technical communications and/or coordination necessary with this Agreement.

The INSI Project Manager identified in [Exhibit A](#) shall be lead for INSI on all technical and troubleshooting issues regarding the performance of this Agreement. INSI Project Manager shall be responsible for facilitating with the WSDOT Project Manager any technical communications and/or coordination necessary with this Agreement.

18 GENERAL

A. Exhibits and Attachments.

All exhibits, attachments, and documents referenced in this contract are hereby incorporated into this Agreement.

B. Agreement Execution.

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

19 PUBLIC WORKS AND PREVAILING WAGE

This Project is a Public Works Project and is subject to all applicable state and federal Public Works and Prevailing Wage laws and regulations and, as such, the Vendor and all subcontractors shall comply with the applicable terms and conditions, including but not limited to those set forth in **Exhibits E and F**, attached hereto and incorporated by this reference.

5.1 Per RCW 39.12.020, this project is subject to prevailing wages and INSI and any subcontractor are required to pay prevailing wages to all workers based upon classification of labor performed. All workers shall receive the prevailing wage rate in effect at the time under this contract. **Exhibit F** lists the current applicable prevailing wage rates.

5.2 Per RCW 39.12.040, INSI and any subcontractor must file their Intent to Pay Prevailing Wage to the L&I Industrial Statistician and submit to WSDOT the approved Intent to Pay Prevailing Wage prior to any work beginning.

5.3 Per RCW 39.12.040, no payment can be made without the approved Intent to Pay Prevailing Wage being submitted to WSDOT prior to payment.

5.4 Per RCW 39.12.040, INSI and any subcontractor must file their Affidavit of Prevailing Wage with L&I Industrial Statistician upon completion of this project and submit to WSDOT their approved Affidavit of Prevailing Wages prior to WSDOT releasing payment.

5.5 The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing rate of wage.

20 CONTRACTOR'S BOND

Per RCW 39.08.01, a contractor is required to obtain a good and sufficient bond for the full amount of the work. Additionally, [RCW 39.08](#) allows the contractor to request retainage of 50% of the full amount for all contracted public works under \$35,000.00. Please indicate the option you will exercise from the following:

☒ Contractor's Bond

INSI will provide an executed Bond for the full amount of this agreement as outlined in Section 2 Cost. This Bond, also covering state sales tax, shall: be in substantially the same form as attached hereto as **Exhibit G**;

- A. be signed by an approved surety (or sureties) that (1) is registered with the Washington State Insurance Commissioner, and (2) appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner;
- B. be conditioned upon the faithful performance of the Contract by the Vendor within the prescribed Milestones;
- C. guarantee that the surety shall indemnify, defend, and protect the WSDOT against any claim of direct or indirect loss resulting from the failure: (1) of the Vendor or any of the employees or Subcontractors to faithfully perform the Work in accordance with the Contract, and (2) of the Vendor or any Subcontractors to pay all laborers, mechanics, Subcontractors, material persons, or any other person who provides supplies or provisions for carrying out the Work.
- D. WSDOT may require sureties or surety companies on the Contract Bond to appear and qualify themselves. Whenever WSDOT deems the surety or sureties to be inadequate, it may, upon written demand, require the Vendor to furnish additional surety to cover any remaining work. Until the added surety is furnished, Work will stop.
- E. Upon the request of any person or entity appearing to be a potential beneficiary of Contract Bond covering payment of obligations arising under this Contract, the Vendor shall promptly furnish a copy of the Contract Bond or shall permit a copy to be made.

☐ 50% Retainage

WSDOT shall retain 50% of the contracted amount and hold as retainage.

WSDOT shall release and pay in full all amounts retained, subject to releases from the Washington State Department of Revenue, Washington State Department of Labor and Industries and Washington State Department of Employment Security; or within sixty (60) calendar days of project completion.

Per [RCW 60.28.011](#) subsection 4, please identify from the following options how the 50% Retainage will be held:

☐ Retained in a fund by WSDOT

☐ Retainage Bond – Please complete **Exhibit H** and return with the signed original copy of this amendment.

☐ Escrow Agreement

20 ELECTRONIC SIGNATURES

A signed copy of this contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this contract or such agreement amendments for all purposes.

21 CONTRACT EXECUTION

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

22 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

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

**Intracommunication Network Systems,
Inc. (INSI)**

Ari Shackell

Ari Shackell,
Project Manager

06-08-2023

Date

**Washington State
Department of Transportation**

Matt Modarelli

Matt Modarelli
CIO & Director, ITD

Jun 8, 2023

Date

Exhibit A

Contact Information

WSDOT Contract Number: K1588

Washington State Department of Transportation

Only the Contract Signature Authority identified below are authorized to bind WSDOT.

WSDOT Contract Signature Authority	Matthew R. Modarelli, CIO & Director Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7601 matthew.modarelli@wsdot.wa.gov
WSDOT Contract / Project Manager:	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 turnert@wsdot.wa.gov
Technical Contact & Local Contact:	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 turnert@wsdot.wa.gov
Local Contact	Todd Turner Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 turnert@wsdot.wa.gov
Contract Administrator:	Heidi Olson, Contracts Administrator Administrative Contracts Office PO Box 47408 Olympia, WA 98504-7408 (360) 705-7559 OlsonHE@wsdot.wa.gov
Invoicing	Information Technology Division Attn: Invoice Processing Business Unit 7345 Linderson Way SW PO Box 47430 Tumwater, WA 98504-7430 (360) 705-7716 WSDOTOITVendorPayments@wsdot.wa.gov Preferred method of submittal shall be electronic to the email address above.

VENDOR NAME: INSI

Vendor Contract Signature Authority:	<p>David Williams Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 davidw@insicabling.com</p> <p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com</p>
Vendor Contract Manager:	<p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com</p>
Vendor Project Manager	<p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com</p>
Technical Lead:	<p>Dwayne Hall / Joe Schafer / Don Dix Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com</p>
Local Contact:	<p>Ari Shackell Intracommunication Network Systems, Inc. (INSI) 4922 North Pearl Street Tacoma, WA 98407 (253) 761-0418 AriS@INSIcabling.com</p>

Contract Administrator:

David Williams
Intracommunication Network Systems, Inc. (INSI)
4922 North Pearl Street
Tacoma, WA 98407
(253) 761-0418
davidw@insicabling.com


**K1588
EXHIBIT B**

WSDOT Contract No. <u>K1588</u>				DES Contract No. <u>05620w/1165</u>					
Company Name Intracommunication Network Systems, Inc.				Date of quote 6/5/2023		Quote expires on 7/30/2023			
Representatives Name Ari Shackell			Phone # 253-761-0418		Fax # 253-879-0186		Email AriS@INSIcabling.com		
Address 4922 N. Pearl ST.					City Tacoma		State WA		
Zip 98407									
Contractor License #INTRANS994JL		UBI# 600 638 285		L&I# 545, 945-00		ESD# 622584001		SWV# 0000032-00	
Project Information									
Project Name Fiber Undergrounding at Trosper Rd Off Ramp in Tumwater, Washington					Project Location Tumwater, WA.				
Scope of Work									
Project or Task Objectives									
The purpose of this project is to underground fiber along Trosper Rd for communication network.									
<ul style="list-style-type: none"> • Mobilization of equipment and personnel to directional drill and excavate approximately 1200' of 2" conduit. • Includes vactor potholing of utility conflicts. • Includes setting of 25ta handhole and Type II vault. • Type II included in cost but Wsdot to provide 25ta. • Basic lane shift traffic control included. If more extensive traffic control is required, it will be quoted separately. • Impacted hard surfaces will be temporary repaired. If required, permanent repair of hard surface to be quoted separately. • Location and map included, Engineering or permit fees/cost will be paid by WSDOT. Not included in this quote • Fiber and splice cases provided by WSDOT. • Quote includes installing fiber during normal business hours. • Fiber Optic cut-over will be done over the weekend. 									
Detail of scope or				See attached		Estimated length of project 2-Week			
Click here to enter text.									
Drawings/Specifications attached: Yes X No If no, explain below: If N/A, explain below									
Materials								Costs	
Conduit and Vaults (2" conduit, miscellaneous disposable supplies, parts, and Type II vault)								\$5,000.00	
Directional Drilling and Restoration Materials (Bentonite, water fill, backfill materials, etc.)								\$1,500.00	
Material Total								\$6,500.00	
Labor Classification (Prevailing Wage Rate)				County		Cost Per Hour		# of Laborers Used	
								# of Labor Hours	
								Total Labor Classification Cost	



**Washington State
Department of Transportation**

**Public Works Project
Request for Quotation**

**K1588
EXHIBIT B**

Horizontal/Directional Drill Operator	Thurston	\$75.41	1	80	\$6,032.80			
Horizontal/Directional Drill Locator	Thurston	\$74.83	1	80	\$5,986.40			
Truck Driver – Other	Thurston	\$71.70	1	80	\$5,736.00			
Telephone Line - Construction – Outside-Light Op	Thurston	\$32.72	2	80	\$2,617.60			
Telephone Line - Construction – Outside - Groundperson	Thurston	26.29	2	80	\$2,103.20			
Flagger	Thurston	\$48.14	2	80	\$3,851.20			
Electronic Technician – Regular Time	Thurston	\$51.14	8	64	\$3,272.96			
Electronic Technician – Overtime Time - Sat	Thurston	\$76.71	4	32	\$2,454.72			
Electronic Technician – Double Time - Sun	Thurston	\$102.28	4	32	\$3,272.96			
Labor Classification Total					\$35,327.54			
Other Expenses (overhead, per diem, equipment, fuel, etc.)					Costs			
Directional Drill, Truck w/Mixing Unit, Support Vector, and Reel Trailer					\$7,440.00			
Excavators, Dump Trucks, and Compressor					\$4,480.00			
Vector Truck					\$3,040.00			
Fuel					\$2,500.00			
Vector and Unsuitable Material Disposal					\$1,200.00			
Subcontractor					\$13,855.00			
Overhead/Payroll Tax/Etc					\$17,793.00			
Other Expenses Total					\$50,308.00			
Permits and Performance Bond					Costs			
Performance Bond					\$1,302.00			
Permits & Performance Bond Total					\$1,302.00			
Subtotal of Materials, Labor, Other Expenses and Permits and Performance Bond					\$93,437.54			
Sales Tax 9.5%	Revenue Location Code: 3406 - Tumwater	Tax Percentage: 9.5% (Enter taxable percent as 8.7 or 9.2, etc.)			\$8,876.57			
DES Fees.....1.5% of total purchase price (Does not include sales tax)					\$1,401.56			
Total Cost for this Project					\$103,715.67			
Identify Method of Retainage: If project is over \$34,999 you must have a bond for the total project cost. Is project over \$34,999? Yes If project is under \$35,000 select retainage option →								
How retainage is held: RCW 60.28.011, 4(a): Retained in a fund by the public body.								
Please indicate if there will be subcontractors..... If yes, please indicate below all subcontractors that will be working on this project:					Yes			
Subcontractor #1								
Company Name RAINIER VALLEY CONST INC		Date of quote 06/2/2023		Quote expires on 8/2/2023				

Representatives Name John Choate			Phone # 360-446-2549	Fax # Click here to enter text.	EMAIL Address John@RainierValleyInc.com		
Address 15043 Country Ln SE, / PO Box 550				City Rainier		State WA	Address 98597
Contractor License RAINIVC991PD	UBI# 602 152 305	L&I# 694,243-00		ESD # 170 938 008		SWV# Click here to enter text.	
What is the percentage of work subbed out to subcontractor #1				Click here to enter text.		% 75	

K1588

Statement of Work for Outdoor Cabling Services Conduit and Fiber Relocate in Tumwater, Washington

This Statement of Work (SOW) is made and entered by and between IT Division (“WSDOT”), and INSI (“Vendor”), for assistance with outdoor cabling services. This SOW incorporates by reference the terms and conditions of Contract Number 05620-08 in effect between the Department of Enterprise (DES) and Vendor. In case of any conflict between this SOW and the Contract, the Contract shall prevail. WSDOT and Vendor agree as follows:

1. Project or Task Objective:

This will be relocating conduit and fiber through the city’s new roundabouts to eliminate the up / down of the current path and the shallow conduit that was damaged. All work will take place in Tumwater, WA.

2. Statement of Work:

The purpose of this project is for undergrounding fiber at Trosper Road exit for communication network in Tumwater, WA

- Mobilization of equipment and personnel to directional drill and excavate approximately 1200’ of 2” conduit.
- Includes vactor potholing of utility conflicts.
- Includes setting of 25ta handhole and Type II vault.
- Type II included in cost but WSDOT to provide 25ta.
- Basic lane shift traffic control included. If more extensive traffic control is required, it will be quoted separately.
- Impacted hard surfaces will be temporary repaired. If required, permanent repair of hard surface to be quoted separately.
- Location and map included,
- Engineering or permit fees/cost will be paid by WSDOT. Not included in this quote
- Fiber and splice cases provided by WSDOT.
- Quote includes installing fiber during normal business hours.
- Fiber Optic cut-over will be done over the weekend.

Please see “**Exhibit A** - Contact Information” for WSDOT personnel names and phone numbers.

3. Timeline and Period of Performance

The period of performance for this project will be scheduled based on projected signed contract. WSDOT has the right to extend or terminate this SOW at its sole discretion.

4. Compensation and Payment

WSDOT shall pay Vendor an amount not to exceed *One hundred and three thousand seven hundred fifteen dollars and sixty-seven cents (\$103,715.67)*, which includes DES fees and sales tax for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW. Vendor's compensation for services rendered shall be based on Vendor's Quote as set forth in **Exhibit B**.

- Map provided as Exhibit C.
- WSDOT Cabling Standards - Exhibit D

Hourly rates in Thurston County, WA are:

Horizontal/Directional Drill Operator	\$75.41
Horizontal/Directional Drill Locator	\$74.83
Truck Driver – Other	\$71.70
Telephone Line - Construction - Outside- Light Op	\$32.72
Telephone Line - Construction - Outside- Ground person	\$26.29
Flagger	\$48.14
Electronic Technician – Regular Time	\$51.14
Electronic Technician – Overtime Time - Sat	\$76.71
Electronic Technician – Double Time - Sun	\$102.28

All activities are expected to take place in TUMWATER, WA, thus no travel expenses are expected or authorized. Vendor will be reimbursed for any material items used in the splicing of fiber cable.

5. Vendor Staff, Roles and Responsibilities

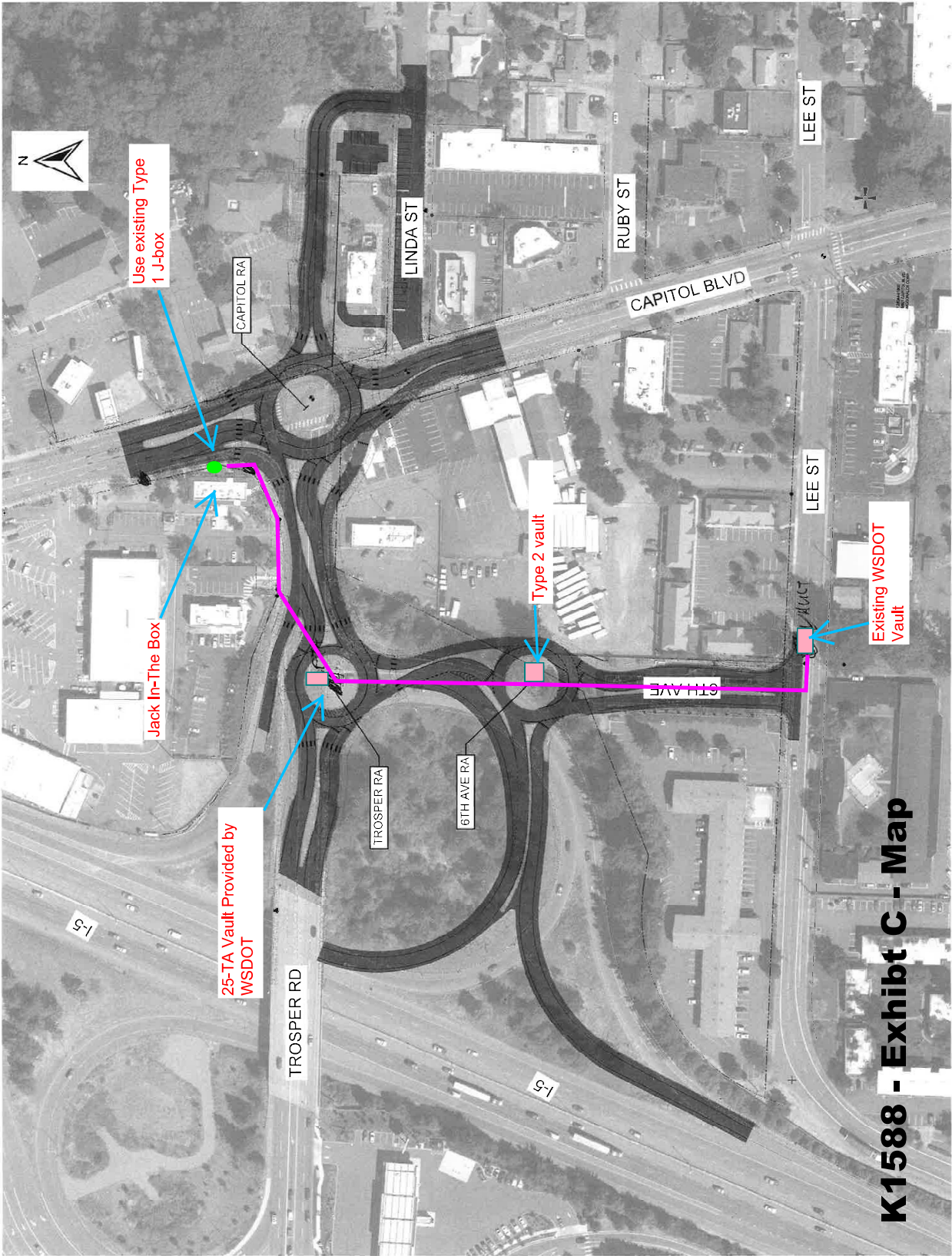
Electronic Technician(s), as provided by vendor and identified in Exhibit A – Contact Information, will be on-site to complete this project as described in Section 1, “Project or Task Objectives”.

6. WSDOT Staff, Roles and Responsibilities

Todd Turner (360-701-3146) will represent WSDOT as the contract Manager and will be the on-site contact for this work request as identified in Exhibit A – Contacts.

7. Additional Terms and Conditions Specific to this SOW

No additional Terms and Conditions.



K1588 - Exhibit C - Map

Heavy-Duty Junction Boxes will be considered to have withstood the 60,000 pound test if all of the following conditions are exhibited:

1. The lid is operational.
2. The lid is securely fastened.
3. The welds have not failed.
4. Permanent dishing or deformation of the lid is ¼ inch or less.
5. No buckling or collapse of the box.

9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable

9-29.3(1) Fiber Optic Cable

All fiber optic cables shall be single mode fiber optic cables unless otherwise specified in the Contract. All fiber optic cables shall meet the following requirements:

1. Compliance with the current version of ANSI/ICEA S-87-640. A product data specification sheet clearly identifying compliance or a separate letter from manufacturer to state compliance shall be provided.
2. Cables shall be gel free, loose tube, low water peak, and all dielectric with no metallic component.
3. Cables shall not be armored unless specified in the Contract.
4. Cables shall be approved for mid-span entries and be rated by the manufacturer for outside plant (OSP) use, placement in underground ducts, and aerial installations.
5. Fiber counts shall be as specified in the Contract.
6. Fibers and buffer tubes shall be color coded in accordance with the current version of EIA/TIA-598.
7. Fibers shall not have any factory splices.
8. Outer Jacket shall be Type M (Medium Density Polyethylene). Outer jacket shall be free from holes, splits, blisters, or other imperfections and must be smooth and concentric as is consistent with the best commercial practice.
9. A minimum of one (1) rip cord is required for each cable.
10. Cable markings shall meet the following additional requirements:
 - a. Color shall be white or silver.
 - b. Markings shall be approximately 3 millimeters (118 mils) in height, and dimensioned and spaced to produce good legibility.
 - c. Markings shall include the manufacturer's name, year of manufacture, the number of fibers, the words "OPTICAL CABLE", and sequential length marks.
 - d. Sequential length markings shall be in meters or feet, spaced at intervals not more than 1 meter or 2 feet apart, respectively.

- e. The actual cable length shall not be shorter than the cable length marking. The actual cable length may be up to 1 percent longer than the cable length marking.
 - f. Cables with initial markings that do not meet these requirements will not be accepted and may not be re-marked.
11. Short term tensile strength shall be a minimum of 600 pounds (lbs). Long term tensile strength shall be a minimum of 180 pounds (lbs). Tensile strength shall be achieved using a fiberglass reinforced plastic (FRP) central member and / or aramid yarns.
12. All cables shall be new and free of material or manufacturing defects and dimensional non-uniformity that would:
- a. Interfere with the cable installation using accepted cable installation practices;
 - b. Degrade the transmission performance or environmental resistance after installation;
 - c. Inhibit proper connection to interfacing elements;
 - d. Otherwise yield an inferior product.
13. The fiber optic cables shall be shipped on reels with a drum diameter at least 20 times the diameter of the cable, in order to prevent damage to the cable. The reels shall be substantial and constructed so as to prevent damage during shipment and handling. Reels shall be labeled with the same information required for the cable markings, with the exception that the total length of cable shall be marked instead of incremental length marks. Reels shall also be labeled with the type of cable.

9-29.3(1)A Singlemode Fiber Optic Cable

Single-Mode optical fibers shall be EIA/TIA 492-CAAB or ISO/IEC 11801 Type OS2, low water peak zero dispersion fibers, meeting the requirements of ITU-T G.652.D.

9-29.3(1)B Multimode Optical Fibers

Where multimode fiber optic cables are specified in the Contract, the optical fibers shall be one of the following types, as specified in the Contract:

- 1. Type OM1, meeting the requirements of EIA/TIA 492-AAAA-A or ISO/IEC 11801. The fiber core diameter shall be 62.5 μm .
- 2. Type OM2, meeting the requirements of EIA/TIA 492-AAAB-A or ISO/IEC 11801. The fiber core diameter shall be 50 μm .

All multimode optical fibers shall have a maximum attenuation of 3.0 dB/km at 850nm and 1.0 dB/km at 1300nm. Completed cable assemblies shall be rated for 1000BaseLX Ethernet communications.

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Exhibit E
PWPW Terms & Conditions

Additional Terms and Conditions

Public Works and Prevailing Wage

This CONTRACT is subject to chapter 39.04 RCW, Public Work, and all applicable state statutes, including, but not limited to chapter 39.12 RCW, Prevailing Wage. The requirements Vendor must comply with include, but are not limited to, the following:

1.1. Contractor Registration

Vendors doing construction trade work in the Washington State are required to have a valid L&I Contractor Registration License in accordance with RCW 18.27.020 and RCW 19.28.420, as applicable.

Please visit the Washington State Labor and Industries website below for more information on contractor license registration requirements.

<http://www.lni.wa.gov/TradesLicensing/Contractors/HowReg/default.asp>

1.2. Employment Security Department Registration

Vendors doing construction trade work in Washington State are required to have a valid Employment Security Number issued by the Washington State Employment Security Department in accordance with RCW 50.12.070.

Please visit the Washington State Employment Security Department website for more information on registration requirements.

<http://www.esd.wa.gov/uitax/newbusiness/register-your-business.php>

1.3. Prevailing Wage

This CONTRACT is subject to the minimum wage requirements of chapter 39.12 RCW and to chapter 49.28 RCW (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The hourly minimum rates for wages and fringe benefits are listed in Exhibit F of this CONTRACT. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in the CONTRACT Provisions.

The Vendor and any Subcontractors required by chapter 39.12 RCW, WAC 296-127-010, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

By including the hourly minimum rates for wages and fringe benefits in this AMENDMENT, WSDOT does not imply that the Vendor will find labor available at those rates. The Vendor shall

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Exhibit E
PWPW Terms & Conditions

be responsible for any amounts above the minimums that will actually have to be paid. The Vendor shall bear the cost of paying wages above those shown in the CONTRACT.

In the event the Project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Vendor shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law. In the event the Project involves both highway work and building work, Exhibit F-2 may list a Federal wage and fringe benefit rate for the highway work and a separate Federal wage and fringe benefit rate for the building work. The area in which the worker is physically employed shall determine which Federal wage and fringe benefit rate shall be used to compare against the State wage and fringe benefit rate.

If employing labor in a class not listed in Exhibit F on a State funded project only, the Vendor shall request a determination of the correct wage and benefits rate for that class and locality from the L & I Industrial Statistician and provide a copy of those determinations to the WSDOT Project Manager and WSDOT Contract Administrator.

The Vendor shall ensure that any Subcontractor that falls under the provisions of chapter 39.12 RCW because of the definition "Contractor" in WAC 296-127-010 complies with all the requirements of chapter 39.12 RCW.

The Vendor shall be responsible for compliance with the requirements of the DBRA and chapter 39.12 RCW by all Subcontractors engaged in any part of the Work necessary to complete the CONTRACT. Therefore, should a violation of this subsection occur by any Subcontractor that is providing Work or materials for completion of this CONTRACT whether directly or indirectly responsible to the Vendor, WSDOT will take action against the Vendor, as provided by the provisions of the CONTRACT, to achieve compliance, including but not limited to, withholding payment on the CONTRACT until compliance is achieved.

In the event WSDOT has an error (omissions are not errors) in the listing of the hourly minimum rates for wages and fringe benefits in this CONTRACT, the Vendor and any Subcontractor that is required to pay prevailing wages, shall be required to pay the rates as determined to be correct by the Washington State Department of Labor and Industries (or by the U.S. Department of Labor when that agency sets the rates). A written amendment to the CONTRACT will be prepared to ensure that this occurs. WSDOT will reimburse the Vendor for the actual cost to pay the difference between the correct rates and the rates included in this CONTRACT, subject to the following conditions:

1. The affected Vendor relied upon the rates included in this CONTRACT to prepare its Quote and certifies that it did so;
2. The allowable amount of reimbursement will be the difference between the rates listed and rates later determined to be correct plus only appropriate payroll markup the employer must pay, such as, social security and other payments the employer must make to the Federal or State Government;

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Exhibit E
PWPW Terms & Conditions

3. The allowable amount of reimbursement may also include some overhead cost, such as, the cost for bond, insurance, and making supplemental payrolls and new checks to the employees because of underpayment for previously performed Work; and
4. Profit will not be an allowable markup.

Vendors that anticipated, when they prepared their Proposals, paying a rate equal to, or higher than, the correct rate as finally determined will not be eligible for reimbursement.

1.4. Posting Notices

In a location acceptable to the Washington State Department of Labor and Industries, the Vendor shall ensure the following is posted:

1. One copy of the approved “Statement of Intent to Pay Prevailing Wages” for the Vendor and any Subcontractor that falls under the provisions of chapter 39.12 RCW because of the definition of “Contractor” in WAC 296-127-010;
2. One copy of the prevailing wage rates for the project;
3. The address and telephone number of the Industrial Statistician for L&I (along with notice that complaints or questions about wage rates may be directed there); and
4. FHWA 1495/1495A “Wage Rate Information” poster if the project is funded with Federal-aid.

1.5. Disputes

If labor and management cannot agree in a dispute over the proper prevailing wage rates, the Vendor shall refer the matter to the Director of the Washington State Department Labor and Industries (or to the U.S. Secretary of Labor when that agency sets the rates). The Director’s (or Secretary’s) decision shall be final, conclusive, and binding on all parties.

1.6. Required Documents

On forms provided by the Industrial Statistician of Washington State Department Labor and Industries, the Vendor shall submit to the WSDOT Project Manager the following for itself and for each Subcontractor covered under chapter 39.12 RCW that provided Work and materials for the CONTRACT:

1. A copy of an approved “Statement of Intent to Pay Prevailing Wages” L&I’s form number F700-029-000. WSDOT will make no payment under this CONTRACT for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the WSDOT Project Manager.
2. A copy of an approved “Affidavit of Prevailing Wages Paid,” L&I’s form number F700-007-000. WSDOT will not release to the Vendor any funds retained under RCW 60.28.011 until all of the “Affidavit of Prevailing Wages Paid” forms have been approved by L&I and a copy of all the approved forms have been submitted to the WSDOT Project Manager.

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Exhibit E
PWPW Terms & Conditions

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

Certified payrolls are required to be submitted by the Vendor to the WSDOT Project Manager, for the Vendor and all Subcontractors on all Federal-aid projects and, when requested in writing by the WSDOT Project Manager, on projects funded with only WSDOT funds. If these payrolls are not supplied within ten (10) Calendar days of the end of the preceding weekly payroll period for Federal-aid projects or within ten (10) Calendar days from the date of the written request on projects with only WSDOT funds, any or all payments may be withheld until compliance is achieved. Also, failure to provide these payrolls could result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12). All certified payrolls shall be complete and explicit. Employee labor descriptions used on certified payrolls shall coincide exactly with the labor descriptions listed on the minimum wage schedule in the CONTRACT unless the WSDOT Project Manager approves an alternate method to identify the labor used by the Vendor to compare with the labor listed in this CONTRACT.

1.7. Audits

WSDOT may inspect or audit the Vendor's wage and payroll records as provided in Section 1.7.

1.8. Worker's Benefits

The Vendor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 RCW or Title 51 RCW is not made when due, WSDOT may retain such payments from any money due the Vendor and pay the same into the appropriate fund. Such payment will be made only after giving the Vendor fifteen (15) Calendar Days prior written notice of the WSDOT's intent to disburse the funds to the Washington State Department of Labor and Industries or Washington State Employment Security Department, as applicable. The payment will be made upon expiration of the fifteen (15) Calendar Day period if no legal action has been commenced to resolve the validity of the claim. If legal action is instituted to determine the validity of the claim prior to the expiration of the fifteen (15) Calendar Day period, WSDOT will hold the funds until determination of the action or written settlement agreement of the appropriate parties.

The Vendor shall include in the various items in their Proposal all costs for payment of unemployment compensation and for providing either or both of the insurance coverages. The Vendor will not be entitled to any additional payment for: (1) failure to include such costs, or (2) determinations made by the U.S. Department of Labor or the Washington State Department of Labor and Industries regarding the insurance coverage.

The Public Works Contract Division of the Washington State Department of Labor and Industries will provide the Vendor with applicable industrial insurance and medical aid classification and premium rates. After receipt of a Revenue Release from the Washington State Department of Revenue, WSDOT will verify through the Department of Labor and Industries

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Exhibit E
PWPW Terms & Conditions

that the Vendor is current with respect to the payments of industrial insurance and medical aid premiums.

1.9. Retainage

Pursuant to Title 60.28 RCW, a sum of 5-percent of the monies earned by the Vendor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW, and (2) the claims of any person arising under the CONTRACT.

Monies retained under the provisions of Title 60.28 RCW shall, at the option of the Vendor, be:

1. Retained in a fund by WSDOT, or
2. Deposited by WSDOT in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Vendor). Deposits are to be in the name of the Washington State Department of Transportation (WSDOT) and are not to be allowed to be withdrawn without WSDOT's written authorization. WSDOT will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Vendor as the interest accrues.

At the time the CONTRACT is executed the Vendor shall designate the option desired. The Vendor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. WSDOT may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) Calendar days following the Completion Date (pursuant to chapter 39.12 RCW and Title 60.28 RCW) provided the following conditions are met:

1. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Vendor and all Subcontractors are on file with the WSDOT (RCW 39.12.040).
3. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Employment Security Department.
4. On CONTRACTS totaling more than \$35,000, a release has been obtained from the Washington State Department of Labor and Industries.
5. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of 1, 2, 3 and 4 are met, the Vendor

K1588
Exhibit E
PWPW Terms & Conditions

will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the WSDOT sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 6/8/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Thurston	Power Equipment Operators	Asphalt Plant Operator	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Assistant Engineer	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators	Barrier Machine (zipper)	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Batch Plant Operator: Concrete	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Bobcat	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Brooms	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Bump Cutter	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Cableways	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Chipper	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Compressor	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Conveyors	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Cranes Friction: 200 tons and over	\$79.13	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.56	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$76.11	7A	11H	8X	View

Thurston	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.36	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.13	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.79	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$78.36	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators	Crusher	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Derricks: on building work	\$76.79	7A	11H	8X	View
Thurston	Power Equipment Operators	Dozers D-9 & Under	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Drilling Machine	\$76.85	15J	3K	8X	View
Thurston	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Gradechecker/stakeman	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Guardrail punch/Auger	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Horizontal/directional Drill Locator	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Horizontal/directional Drill Operator	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$76.85	15J	3K	8X	View
Thurston	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.08	15J	3K	8X	View

Thurston	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Loaders, Plant Feed	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Loaders: Elevating Type Belt	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Locomotives, All	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Material Transfer Device	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$77.56	7A	11H	8X	View
Thurston	Power Equipment Operators	Motor patrol graders	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$76.11	7A	11H	8X	View
Thurston	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$77.56	7A	11H	8X	View
Thurston	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$76.79	7A	11H	8X	View
Thurston	Power Equipment Operators	Pavement Breaker	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Posthole Digger, Mechanical	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Power Plant	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Pumps - Water	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Rigger and Bellman	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators	Rollagon	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Roller, Other Than Plant Mix	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Roto-mill, Roto-grinder	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Saws - Concrete	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Scrapers - Concrete & Carry All	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Service Engineers: equipment	\$75.53	7A	11H	8X	View

Thurston	Power Equipment Operators	Shotcrete/gunite Equipment	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$76.85	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$77.63	15J	3K	8X	View
Thurston	Power Equipment Operators	Slipform Pavers	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Spreader, Topsider & Screedman	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Subgrader Trimmer	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Tower Bucket Elevators	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$78.36	7A	11H	8X	View
Thurston	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$77.56	7A	11H	8X	View
Thurston	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	\$79.13	7A	11H	8X	View
Thurston	Power Equipment Operators	Transporters, All Track Or Truck Type	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Trenching Machines	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$76.11	7A	11H	8X	View
Thurston	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators	Truck Mount Portable Conveyor	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Welder	\$76.79	7A	11H	8X	View
Thurston	Power Equipment Operators	Wheel Tractors, Farmall Type	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Yo Yo Pay Dozer	\$75.41	15J	3K	8X	View

K1588 - Exhibit F

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 6/8/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Thurston	Electronic Technicians	Journey Level	\$51.14	<u>6Z</u>	<u>1B</u>		View

K1588 - Exhibit F

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 6/8/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Thurston	Flaggers	Journey Level	\$48.14	15J	4V	8Y	View

K1588 - Exhibit F

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 6/8/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Thurston	Truck Drivers	Asphalt Mix Over 16 Yards	\$71.70	15J	11M	8L	View
Thurston	Truck Drivers	Asphalt Mix To 16 Yards	\$70.86	15J	11M	8L	View
Thurston	Truck Drivers	Dump Truck	\$70.86	15J	11M	8L	View
Thurston	Truck Drivers	Dump Truck & Trailer	\$71.70	15J	11M	8L	View
Thurston	Truck Drivers	Other Trucks	\$71.70	15J	11M	8L	View

K1588 - Exhibit F

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 6/8/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Thurston	Telephone Line Construction - Outside	Cable Splicer	\$39.15	<u>5A</u>	<u>2B</u>		View
Thurston	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.29	<u>5A</u>	<u>2B</u>		View
Thurston	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$32.72	<u>5A</u>	<u>2B</u>		View
Thurston	Telephone Line Construction - Outside	Telephone Lineperson	\$37.00	<u>5A</u>	<u>2B</u>		View

K1588

Exhibit G

Contract Bond

[COMPANY LOGO
GOES HERE]

[NAME OF BOND
GOES HERE]

Name of INSURANCE COMPANY OF AMERICA
Name of INSURANCE COMPANY OF AMERICA
Name of INSURANCE COMPANY OF AMERICA
HOME OFFICE: name of location

SAMPLE

Bond

KNOW ALL BY THESE PRESENTS, That we, _____ [NAME OF PURCHASER]

(called Principal), as Principal, and _____ [NAME OF INSURANCE COMPANY]

a _____ corporation of _____ Washington (called Surety), as Surety, are held and

firmly bound unto the State of Washington (called Obligee) in the sum of _____ Dollars (____) for the payment whereof Principal and Surety bind themselves, their legal representatives, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a written Public Works Contract dated _____, _____ with Obligee for CONTRACT No. K1588, dated _____, 2023, for _____ between the Washington State Department of Transportation and _____, a copy of which Contract is hereto annexed and made a part of hereof as fully as if set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall faithfully perform such Contract and pay all persons who have furnished labor or material for use in or about the improvement and shall indemnify and save harmless Obligee from all costs and damage by reason of Principal's default or failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Surety hereby waives notice of any alteration, extension or forbearance as to any of the terms of the Contract other than the terms of payment thereunder, made or extended by Obligee or Principal.

NO RIGHT OF ACTION shall accrue upon or by reason hereof to, or for the use or benefit of, anyone other than the Obligee herein named.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this _____ day of _____, 2023 _____.

NAME OF PURCHASER

By _____
Principal

NAME OF INSURANCE COMPANY

By _____
Attorney-in-Fact

Revision Date

Registered trademark of Surety Corporation

K1588
Exhibit H
Retainage Bond

Bond No. _____
Contract No. _____

RETAINAGE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____, a corporation existing under and by the virtue of the laws of the State of Washington and authorized to do business in the State of Washington, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and authorized to transact the business of surety in the State of Washington, as Surety, are jointly and severally held and bound unto the STATE OF WASHINGTON, hereinafter called State, as Obligee, and are similarly held and bound unto the beneficiaries of the trust fund created by [RCW 60.28](#) as their heirs, executors, administrators, successors and assigns, in the penal sum of _____ (\$ _____), plus five (5) percent of any increases in the contract amount that have occurred or may occur, due to change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, on the _____ day of _____, the said Principal herein executed Contract No. _____ with the State of Washington for _____.

WHEREAS, said contract and [RCW 60.28](#) require the State to withhold from the Principal the sum of five (5) percent from monies earned by the Principal on estimates during the progress of the work, hereinafter referred to as earned retained funds.

WHEREAS, the Principal has requested the State accept a bond in lieu of earned retained funds as allowed under [Chapter 60.28 RCW](#).

NOW THEREFORE, this obligation is such that the Surety, its successors, and assigns are held and bound unto the State and unto all beneficiaries of the trust fund created by [RCW 60.28.011](#) (1) in the aforesaid sum. This bond including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth for retained percentages in [Chapter 60.28 RCW](#). The condition of this obligation is also that if the Principal shall satisfy all payment obligations to person who may lawfully claim under the trust fund created pursuant to [Chapter 60.28 RCW](#), to the State, and indemnify and hold the State harmless from any and all loss, costs, and damages that the State may sustain by release of said retainage to Principal, then this obligation shall be null and void, provided the Surety is notified by the State that the requirements of RCW 60.28.021 have been satisfied and the obligation is duly released by the State.

K1588
Exhibit H
Retainage Bond

Retainage Bond No. _____

Page 2 of 2

IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal. The Surety will not be discharged or released from liability for any act, omission or defenses of any kind or nature that would not also discharge the Principal.

IT IS HERBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the befit of the Principal, the Surety, the State, the beneficiaries of the trust fund created by [Chapter 60.28 RCW](#) and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be dully signed and sealed this _____ day of _____, 2023.

By _____
Principal

Address: _____

City/Zip: _____

Phone: _____

Surety Name

By: _____
Attorney-In-Fact

Address: _____

City/Zip: _____

Phone: _____

****Very Urgent** K1588- New Public Works- Spend must occur prior to June 30**

Final Audit Report

2023-06-08

Created:	2023-06-08
By:	Marianna Adams (adamsma@wsdot.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZTufkf7QFp79ogoPVbrpnltjYB5qKCWw

*****Very Urgent** K1588- New Public Works- Spend must occur prior to June 30" History**



Document created by Marianna Adams (adamsma@wsdot.wa.gov)

2023-06-08 - 9:54:06 PM GMT



Document emailed to modarm@wsdot.wa.gov for signature

2023-06-08 - 9:56:05 PM GMT



Email viewed by modarm@wsdot.wa.gov

2023-06-08 - 9:57:51 PM GMT



Signer modarm@wsdot.wa.gov entered name at signing as Matthew Modarelli

2023-06-08 - 9:58:20 PM GMT



Document e-signed by Matthew Modarelli (modarm@wsdot.wa.gov)

Signature Date: 2023-06-08 - 9:58:22 PM GMT - Time Source: server



Agreement completed.

2023-06-08 - 9:58:22 PM GMT

**Adobe Acrobat Sign**

AMENDMENT No. 01
to
Contract Number K1588
for
WSDOT Conduit and Fiber Relocate in
Tumwater, WA

This is AMENDMENT No. 01 (**Amendment**) to that certain Contract entitled Contract K1588, dated June 08, 2023 is entered into by and between the State of Washington, acting by and through the Department of Transportation, an agency of Washington State government (**WSDOT**), and Intracommunication Network Systems, Inc. (INSI), a corporation licensed to conduct business in the state of Washington (**Vendor**).

RECITALS

- A. WSDOT and Vendor entered into Contract K1588, dated June 08, 2023 for Conduit and Fiber Relocate in Tumwater, WA.
- B. Section 10 “**Agreement Alterations and Amendments**” of the Contract provides for written amendments.
- C. WSDOT and Vendor desire to amend certain terms in the Contract.

CONTRACT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Definitions.** All capitalized terms used herein but not defined herein have the respective meanings set forth in the Contract or, if not defined in the Contract, have their ordinary and usual meaning. All Section and Exhibit references herein are to the Sections and Exhibits of the Contract unless otherwise stated.
2. Pursuant to Section 4, “**Cost,**” this Amendment 01 increases the contract by *nineteen thousand seven hundred fifty-seven dollars and eleven cents* (\$19,757.11), per the SOW and quote attached as **Exhibits B-1**.
3. **Effective Date.** The effective date of the Amendment is June 22, 2023.
4. **Affect on Other Provisions.**
 - 4.1. All other provisions and exhibits of the Contract remain in full force and effect and are not altered or affected in any way unless specifically modified herein.

4.2. The provisions of the Contract, as modified by this Amendment, shall apply equally to any and all other provisions in the Contract as though the modified provisions were original, but all of which together shall constitute one and the same instrument.

5. Electronic Signatures.

A signed copy of this contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this contract or such agreement amendments for all purposes.

6. Counterparts. This Amendment may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Amendment signed by each party, for all purposes.

IN WITNESS WHEREOF, the Parties hereto, having read this Amendment in its entirety, including all exhibits and attachments, do agree in each and every particular and intending to be legally bound have executed this Amendment.

WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION



Signature

Erik Jonson

Jul 19, 2023

Print or Type Name

Date

Technical Services Director

Title

INTRACOMMUNICATION NETWORK
SYSTEMS, INC. (INSI)



Signature

Ari Shackell

Print or Type Name

Date

Project Manager

07-17-2023

Title


**Washington State
Department of Transportation**
**Public Works Project
Request for Quotation**
**K1588 A01
EXHIBIT B**

WSDOT Contract No. <u>K1588</u>				DES Contract No. <u>05620w/1165</u>			
<u>Amendment 01</u>							
Company Name Intracommunication Network Systems, Inc.				Date of quote 6/22/2023		Quote expires on 7/30/2023	
Representatives Name Ari Shackell			Phone # 253-761-0418	Fax # 253-879-0186	Email AriS@INSIncabling.com		
Address 4922 N. Pearl ST.				City Tacoma	State WA	Zip 98407	
Contractor License #INTRANS994JL	UBI# 600 638 285	L&I# 545, 945-00		ESD# 622584001		SWV# 0000032-00	
Project Information							
Project Name Fiber Undergrounding at Trosper Rd Off Ramp in Tumwater, Washington				Project Location Tumwater, WA.			
Scope of Work							
Project or Task Objectives Conduit must extend an additional 120ft north on Capitol Blvd SE per ACI Construction. Conduit must extend an additional 40ft west on Lee ST SW per ACI Construction. Type-2 & Type-1 J-boxes provided by WSDOT • Travel & setup of drill & vac system • Installation of up to 120' of 2" conduit • Installation of up to 40' of 2" conduit & setting vault on Lee St • Conduit scope of work • Excavation of entry & exits pits along with backfill.							
Detail of scope or		See attached		Estimated length of project 2-Week			
Click here to enter text.							
Drawings/Specifications attached: Yes X No If no, explain below: If N/A, explain below							
Materials						Costs	
160ft 2" conduit, sweeps and bell ends						\$700.00	
Directional Drilling and Restoration Materials (Bentonite, water fill, backfill materials, etc.)						\$1,500.00	
Material Total						\$2,200.00	



**Washington State
Department of Transportation**

**Public Works Project
Request for Quotation**

**K1588 A01
EXHIBIT B**

Labor Classification (Prevailing Wage Rate)	County	Cost Per Hour	# of Laborers Used	# of Labor Hours	Total Labor Classification Cost			
Horizontal/Directional Drill Operator	Thurston	\$75.41	1	16	\$1,206.56			
Horizontal/Directional Drill Locator	Thurston	\$74.83	1	16	\$1,197.28			
Truck Driver – Other	Thurston	\$71.70	1	16	\$1,147.20			
Telephone Line - Construction – Outside-Light Op	Thurston	\$32.72	2	16	\$523.52			
Telephone Line - Construction – Outside - Groundperson	Thurston	\$26.29	2	16	\$420.64			
Labor Classification Total					\$4,495.20			
Other Expenses (overhead, per diem, equipment, fuel, etc.)					Costs			
Directional Drill, Truck w/Mixing Unit, Support Vactor, and Reel Trailer					\$1,000.00			
Excavators, Dump Trucks, and Compressor					\$1,000.00			
Vactor Truck					\$1,000.00			
Fuel					\$500.00			
Vactor and Unsuitable Material Disposal					\$1,200.00			
Subcontractor					\$3,226.00			
Overhead/Payroll Tax/Etc					\$3,178.00			
Other Expenses Total					\$11,104.00			
Permits and Performance Bond					Costs			
Performance Bond					0.00			
Permits & Performance Bond Total					\$0.00			
Subtotal of Materials, Labor, Other Expenses and Permits and Performance Bond					\$17,799.20			
Sales Tax 9.5%	Revenue Location Code: 3406 - Tumwater	Tax Percentage: 9.5% (Enter taxable percent as 8.7 or 9.2, etc.)			\$1,690.92			
DES Fees.....1.5% of total purchase price (Does not include sales tax)					\$266.99			
Total Cost for this Project					\$19,757.11			
<p>Identify Method of Retainage: If project is over \$34,999 you must have a bond for the total project cost. Is project over \$34,999? Yes If project is under \$35,000 select retainage option →</p> <p>How retainage is held: RCW 60.28.011, 4(a): Retained in a fund by the public body.</p> <p>Please indicate if there will be subcontractors..... Yes If yes, please indicate below all subcontractors that will be working on this project:</p>								

Public Works Project Request for Quotation

Subcontractor #1							
Company Name RAINIER VALLEY CONST INC				Date of quote 06/2/2023		Quote expires on 8/2/2023	
Representatives Name John Choate			Phone # 360-446-2549	Fax # Click here to enter text.	EMAIL Address John@RainierValleyInc.com		
Address 15043 Country Ln SE, / PO Box 550				City Rainier	State WA	Address 98597	
Contractor License RAINIVC991PD	UBI# 602 152 305	L&I# 694,243-00		ESD # 170 938 008		SWV# Click here to enter text.	
What is the percentage of work subbed out to subcontractor #1 75%							

K1588 – Amendment 01- Exhibit B-1

Statement of Work for Outdoor Cabling Services Conduit and Fiber Relocate in Tumwater, Washington

This Statement of Work (SOW) is made and entered by and between IT Division (“WSDOT”), and INSI (“Vendor”), for assistance with outdoor cabling services. This SOW incorporates by reference the terms and conditions of Contract Number 05620-08 in effect between the Department of Enterprise (DES) and Vendor. In case of any conflict between this SOW and the Contract, the Contract shall prevail. WSDOT and Vendor agree as follows:

1. Project or Task Objective:

This will be relocating conduit and fiber through the city’s new roundabouts to eliminate the up / down of the current path and the shallow conduit that was damaged. All work will take place in Tumwater, WA.

2. Statement of Work:

The purpose of this project is for undergrounding fiber at Trospen Road exit for communication network in Tumwater, WA

Conduit must extend an additional 120ft north on Capitol Blvd SE per ACI Construction.

Conduit must extend an additional 40ft west on Lee ST SW per ACI Construction.

- Travel & setup of drill & vac system
- Installation of up to 120’ of 2” conduit
- Installation of up to 40’ of 2” conduit & setting vault on Lee St
- Conduit scope of work
- Excavation of entry & exits pits along with backfill.

Please see “**Exhibit A - Contact Information**” for WSDOT personnel names and phone numbers.

3. Timeline and Period of Performance

The period of performance for this project will be scheduled based on projected signed contract. WSDOT has the right to extend or terminate this SOW at its sole discretion.

4. Compensation and Payment

WSDOT shall pay Vendor an amount not to exceed *nineteen thousand seven hundred fifty-seven dollars and eleven cents (\$19,757.11)*, which includes DES fees and sales tax for the performance of all activities necessary for or incidental to the performance of work as set forth

in this SOW. Vendor's compensation for services rendered shall be based on Vendor's Quote as set forth in **Exhibit B**.

- Map provided as Exhibit C.
- WSDOT Cabling Standards - Exhibit D

Hourly rates in Thurston County, WA are:

Horizontal/Directional Drill Operator	\$75.41
Horizontal/Directional Drill Locator	\$74.83
Truck Driver – Other	\$71.70
Telephone Line - Construction - Outside- Light Op	\$32.72
Telephone Line - Construction - Outside- Ground person	\$26.29

All activities are expected to take place in TUMWATER, WA, thus no travel expenses are expected or authorized. Vendor will be reimbursed for any material items used in the splicing of fiber cable.

5. Vendor Staff, Roles and Responsibilities

Electronic Technician(s), as provided by vendor and identified in Exhibit A – Contact Information, will be on-site to complete this project as described in Section 1, “Project or Task Objectives”.

6. WSDOT Staff, Roles and Responsibilities

Todd Turner (360-701-3146) will represent WSDOT as the contract Manager and will be the on-site contact for this work request as identified in Exhibit A – Contacts.

7. Additional Terms and Conditions Specific to this SOW

No additional Terms and Conditions.






K1588_Amend01

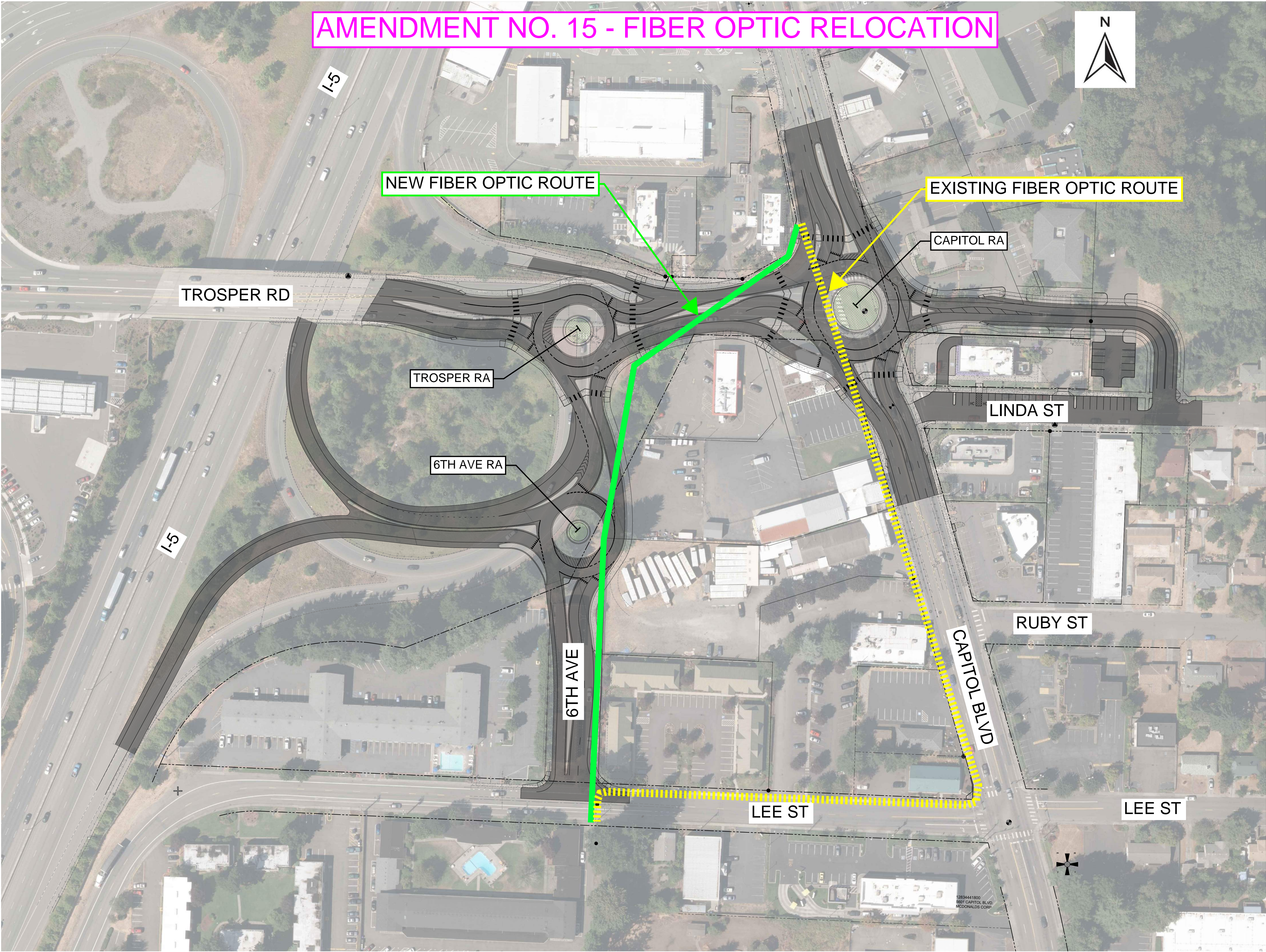
Final Audit Report

2023-07-19

Created:	2023-07-18
By:	Marianna Adams (adamsma@wsdot.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ_PEv0IVFYmq3zqGEW_k231VexZKa6cC

"K1588_Amend01" History

-  Document created by Marianna Adams (adamsma@wsdot.wa.gov)
2023-07-18 - 6:15:33 PM GMT
-  Document emailed to csosig@wsdot.wa.gov for signature
2023-07-18 - 6:16:12 PM GMT
-  Email viewed by csosig@wsdot.wa.gov
2023-07-18 - 8:09:35 PM GMT
-  Signer csosig@wsdot.wa.gov entered name at signing as ERIK K JONSON
2023-07-19 - 4:47:49 PM GMT
-  Document e-signed by ERIK K JONSON (csosig@wsdot.wa.gov)
Signature Date: 2023-07-19 - 4:47:51 PM GMT - Time Source: server
-  Agreement completed.
2023-07-19 - 4:47:51 PM GMT



TO: City Council
FROM: Bill Lindauer, Engineering Services Manager
DATE: January 16, 2024
SUBJECT: On-Call Material Testing Service Provider Agreement with Materials Testing & Consulting, Inc., Amendment No. 2

1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign the Second Amendment to Service Provider Agreement for On-Call Material Testing. The Amendment was recommended for approval by the Public Works Committee at their December 7, 2023, meeting.

2) Background:

The original Agreement for \$45,000 was signed on January 21, 2021. The First Amendment added additional scope of work and increased the compensation to a not-to-exceed amount of \$95,000.

This Second Amendment extends the term Agreement until December 31, 2024, and increases the not-to-exceed amount to \$195,000, which provides for materials testing for on-going construction projects throughout the City.

3) Policy Support:

Council Strategic Goals and Priorities 2023-2024:

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

4) Alternatives:

☐ Do not approve the Agreement

5) Fiscal Notes:

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

6) Attachments:

A. Second Amendment to Service Provider Agreement

**SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
ON-CALL MATERIAL TESTING**

This Second 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 Materials Testing & Consulting, Inc., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 21, 2021, as amended by a First Amendment, dated December 15, 2022, whereby the SERVICE PROVIDER agreed to provide material testing services ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement by extending the term of the Agreement, updating the fees and increasing the compensation paid to the SERVICE PROVIDER for on-going material testing on active projects.

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

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2024.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement, Section 4.C. shall be amended to increase the fees for 2024 as described in Exhibit A-2 and compensation paid to the SERVICE PROVIDER shall be increased by an additional amount of One Hundred Thousand and 00/100 Dollars (\$100,000). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, First Amendment, and this Second Amendment shall be an amount not to exceed One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000.00).

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER

555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

MATERIALS TESTING AND CONSULTING,
INC.

2118 Black Lake Boulevard SW
Olympia, WA 98512
UBI No. 601-651-312
Phone No. 360-755-1990

Debbie Sullivan
Mayor

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

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:_____

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



Exhibit A - Master Fee Schedule

Client Name - City of Tumwater

Rates for Services

Prepared: 11-8-2023 Valid through 2024

SPECIAL & CONSTRUCTION INSPECTION					
Bill Code	Item	Notes	Unit	Rate	
IPD-S	Soils Field Technician		Hour	\$	90.00
IPD-A	Asphalt Field Technician		Hour	\$	90.00
SAMPU	Earthwork Sample Pick up		Hour	\$	90.00
RC	Reinforced Concrete, Base Plate Grout		Hour	\$	90.00
PT	Prestressed / Post-Tensioned Concrete		Hour	\$	90.00
SC	Shotcrete		Hour	\$	90.00
SM	Structural Masonry		Hour	\$	90.00
FP	Spray Applied Fire Resisitive Materials		Hour	\$	90.00
PA	Proprietary Anchors		Hour	\$	90.00
SUSPCEI	Suspended Ceiling Anchorage		Hour	\$	90.00
EMERBULIGH	90-Minute Emergency Backup Lighting Inspection		Hour	\$	90.00
FAB	Fabrication Shop Inspections		Hour	\$	99.00
SW	Structural Welding		Hour	\$	99.00
SSB	High Strength Bolting		Hour	\$	99.00
SWD	Structural Wood		Hour	\$	99.00
CF	Cold Formed Steel		Hour	\$	99.00
FS	Fire Stopping		Hour	\$	99.00
EIFS	Exterior Installation & Finish System Inspection		Hour	\$	99.00
CWI	AWS-CWI Welding Inspector		Hour	\$	105.00
FRP	Fiber Reinforced Polymer (FRP)		Hour	\$	105.00
AB	Anchor Bolt Pull Testing	One Man Crew	Hour	\$	99.00
NDT	ASNT Certified Non-Destructive Examination - NDT	Ultrasonic Testing (UT), Magnetic Particle Testing (MT), Dye Penetrant (PT)	Hour	\$	105.00
BOND	Bond Testing	One Man Crew	Hour	\$	105.00
CORING	Coring Services at lab only no field coring per L and I	Asphalt & Concrete Coring (call for size availability)	Hour	\$	125.00
FF/FL	Floor Flatness	F-Number assessment of flatness and levelness of concrete slabs	Hour	\$	105.00
GPR	Ground Penetrating Radar - GPR	Reinforcing Steel & Tendon Location, Geotechnical & Environmental Site Exploration, Utility Location	Quoted Per Project		
PACH	Pachometer / Rebar Locate	In situ reinforcement location	Hour	\$	105.00
SCH	Schmidt Hammer	In situ concrete strength measurement	Hour	\$	105.00
LABORATORY TESTING					
Bill Code	Test Description	ASTM	AASHTO	Unit	Rate
WASH	% Passing # 200 Sieve	C117	T11	Each	\$ 84.00
ACCWTH	Accelerated Weathering	CRD C148		Each	\$ 480.00
	Additional Tests Not Listed			Quoted Per Project	
CONCDD	Air Dry Density of Concrete	C567		Each	\$ 60.00
CORESP	Asphalt Core Density	Minimum 3 cores	D2726 T166	Each	\$ 78.00
EXT	Asphalt Extraction with Gradation	D6307	T308	Each	\$ 300.00
CORETH	Asphalt Thickness	Minimum 3 cores	D3549	Each	\$ 42.00
ATT1	Atterberg Limits (Plasticity Index) - 1 point	D4318	T89, T90	Each	\$ 90.00
ATT3	Atterberg Limits (Plasticity Index) - 3 points	D4318	T89, T90	Each	\$ 185.00
CBR	California Bearing Ratio 3-point	D1883	T193	Each	\$ 822.00
CLAY	Clay Lumps and Friable Particles, Fine Aggregate	C142	T112	Each	\$ 102.00
	Concrete Compression Strength Test Sawed Section	C42	T24	Each	\$ 84.00
CONC	Concrete Compression Test Cylinders - 4" x 8"	C31, C39	T22, T23	Each	\$ 30.00
CONC	Concrete Compression Test Cylinders - 6" x 12"	C31, C39	T22, T23	Each	\$ 35.00
CBO	Concrete Compression Test Cylinders - not cast by MTC	C31, C39	T22, T23	Each	\$ 40.00
CCT	Concrete Core Compressive Strength Test (includes trimming and testing)			Each	\$ 48.00
CORETH	Concrete Core Thickness	C174, C1542		Each	\$ 54.00
BEAMS	Concrete Flexural Beams	C78	T97	Each	\$ 78.00
SHRINK	Concrete Shrinkage (minimum 3 samples)	C596		Each	\$ 156.00
DEG	Durability Index / Degradation Value	WSDOT T113	T210	Each	\$ 240.00
BOND	Fireproofing Cohesion / Adhesion Tests	E736		Each	\$ 42.00
FPD	Fireproofing Density Test	E605		Each	\$ 84.00
FLAT	Flat/Elongated Particles	D4791		Each	\$ 192.00
FRAC	Fracture Percentage	D5821		Each	\$ 84.00
GROUT	Grout Compressive Strength Test	C1019		Each	\$ 30.00
PGROUT	Auger Cast Pile Grout Strength Test	C109		Each	\$ 30.00
CUBE	Grout Compressive Strength Test - 2x2 Cube	C109		Each	\$ 30.00
HYDRO	Hydrometer Analysis with Sieve Analysis	D422/D7928	T88	Each	\$ 210.00
LA	LA Abrasion	C131, C535	T96	Each	\$ 360.00
STAFLO	Marshall Stability & Flow, 3 specimens	D6926, D6927	T245	Each	\$ 540.00
PRISM	Masonry Prism Compression Test	C1314		Each	\$ 150.00
CMUABSORB	Masonry Unit Absorption, Unit Weight & Moisture Content	C140		Each	\$ 90.00



Exhibit A - Master Fee Schedule

Client Name - City of Tumwater

Rates for Services

Prepared: 10-28-2022 Valid through 2023

CMU	Masonry Unit Compression Test	C140	Each	\$	78.00
MARSH	Mix Design Marshall Method, 3 trials & specimens	D6926, D6927 T245	Each	\$	2,400.00
PROC	Moisture Density Relationship/Proctor with Sieve	D698, D1557 T99, T180	Each	\$	310.00
PROCCTB	Moisture Density Relationship/Proctor with Sieve - Cement Treated Base	D698, D1558 T99, T181	Each	\$	375.00
PROCNS	Moisture Density Relationship/Proctor without Sieve	D698, D1557 T99, T180	Each	\$	250.00
MOISTURE	Moisture Emission Test Kit - Installation & Retrieval Labor Not Included	F1869	Each	\$	36.00
MORTAR	Mortar Compressive Strength	C780	Each	\$	30.00
NMC	Natural Moisture Content	D2216	Each	\$	24.00
LOI	Organic Content, Loss by Ignition	D2974	Each	\$	120.00
ORGIMP	Organic Impurities	C40 T21	Each	\$	78.00
PROBE	Relative Humidity Test Probe Sleeves	F2170	Each	\$	3.00
RICE	Rice Density	D2041 T209	Each	\$	114.00
	Sand Cone Density Test	D1556 T191	Each	\$	42.00
SE	Sand Equivalent	D2419 T176	Each	\$	120.00
	Scaling Resistance of Concrete	C672	Per Set of 2	\$	2,160.00
ST	Set Times, Initial and Final	C403	Each	\$	240.00
SHOT	Shotcrete Compression Test (1-Panel includes 4-Cores)	C1604	Each	\$	175.00
SHOT-ADD	Shotcrete Cores - Additional	C1604	Each	\$	90.00
GRAD	Sieve Analysis – Dry Only/Gradation	C136 T27	Each	\$	120.00
COMB	Sieve Analysis with #200 Wash/Combined Gradation	C136, C117 T88	Each	\$	150.00
SCMIX	Soils-Cement Mix Design		Quoted Per Project		
SULFATE	Soundness of Aggregates by Magnesium or Sodium Sulfate - Fine/Course Aggregates	C88 T104	Each	\$	420.00
SGC	Specific Gravity and Absorption of Coarse Aggregate	C127 T85	Each	\$	120.00
SGF	Specific Gravity and Absorption of Fine Aggregate	C128 T84	Each	\$	150.00
SGS	Specific Gravity of Soils	D854 T100	Each	\$	126.00
GRYO	Superpave Test Set - Includes Volumetric Properties, Extraction / Gradation, Rice	WSDOT 731	Each	\$	675.00
	Trial Batch - 6 Cylinders	C192	Quoted Per Project		
	Trimming Cores/Cylinders		Each	\$	18.00
UVC	Uncompacted Void Content	C1252 T304	Each	\$	180.00
UNIT	Unit Weight & Voids in Aggregate	C29 T19	Each	\$	90.00
	Unit Weight and Yield	C138 T121	Each	\$	60.00
VSC	Visual Classification	D2487	Each	\$	120.00
VDHCONC	Voids and Density of Hardened Concrete	C642	Each	\$	126.00
LABORATORY TESTING - Advanced / Secondary Geotechnical Testing					
Bill Code	Item	ASTM	Unit	Rate	
	Aggregate Freeze-Thaw Durability	D5312	Each	\$	2,400.00
	Aggregate Wet-Dry Durability	D5313	Each	\$	2,400.00
BDSOILS	Bulk Density (Wet / Dry) - Soils - Remolded	D7263, EPA9100, E1109	Each	\$	66.00
CONSOL	Consolidation, Primary	D2435	Each	\$	600.00
	Consolidation, Secondary	D2436	Each	\$	900.00
DIRECTSHEA	Direct Shear, 3 points	D3080	Each	\$	480.00
POR-EM	Total Porosity - Includes Bulk Density & Specific Gravity of Soils	EM-1110-2-1906	Each	\$	198.00
	Shelby Tube Extrusion w/ Description		Each	\$	72.00
PH	Soil pH	D4972	Each	\$	54.00
RESIST	Soil Resistivity	G187	Each	\$	102.00
	Turbidity	SM 2130 B	Each	\$	78.00
	Unit Weight of Soils	D2937	Each	\$	66.00
	Youngs Modulus of Elasticity		Each	\$	144.00
GEOTECHNICAL ENGINEERING & ENVIRONMENTAL CONSULTING					
Bill Code	Item	Description	Unit	Rate	
CESCL	CESCL- Field Services	Site Turbidity and/or pH Monitoring	Hour	\$	90.00
LBC	Dynamic Cone Penetrometer Team	Two (2) person crew	Hour	\$	192.00
POINT	Dynamic Cone Penetrometer	Equipment - Drive Points	Each	\$	18.00
	Engineering Geologist	WA State Licensed Engineering Geologist	Hour	\$	156.00
	Environmental Consulting	Data Analysis, Review, Report Production	Hour	\$	120.00
	Environmental Field Services	Observation/Reconnaissance, Sampling, Document	Hour	\$	102.00
GEO-TECH	Field/Staff Geologist	DCP Testing, Exploration Assistance	Hour	\$	96.00
IN	In-Field Infiltration	P.I.T., Pilot Infiltration Tests	Hour	\$	108.00
PI	Piling Services	Auger Cast Piles, Driven Piles, Pin Piles, Sheet Piles	Hour	\$	114.00
GP	Geopier Installation		Hour	\$	114.00
HELICPIER	Helical Pier Anchor Inspection		Hour	\$	114.00
SECANT WALL	Secant Wall Installation Monitoring		Hour	\$	114.00
SOIL NAIL	Soil Nail Installation Ovservation		Hour	\$	114.00
GEO-PE	Professional Engineer	WA State Licensed Engineer	Hour	\$	192.00
	Project/Exploration Geologist	Geologic Observation, Logging of Explorations	Hour	\$	102.00



Exhibit A - Master Fee Schedule

Client Name - City of Tumwater

Rates for Services

Prepared: 10-28-2022 Valid through 2023

	Seismographs - Vibration Monitoring	Pile driving, construction equipment vibration, structure protection, etc. Daily, weekly, and monthly rates available	Quoted Per Project	
GC	Senior Geologist/Engineer	Geotechnical Consultation, Report Production	Hour	\$ 120.00
	Vibration Monitoring	Advising, Data Evaluation, Reporting	Hour	\$ 120.00
	Vibration Monitoring w/ Seismographs	Setup & Data Collection	Hour	\$ 114.00
PROJECT MANAGEMENT & CONSULTING SERVICES				
Bill Code	Item	Description	Unit	Rate
CONSMAN1	Construction Manager / CQM	NAVFAC Construction Quality Manager, Resident	Hour	\$ 95.00
PM	Project Manager	Meetings, Report Review, Final Letter	Hour	\$ 95.00
GEO-PM	Geotechnical Project Manager		Hour	\$ 95.00
	Technical Director	Forensic & Diagnostic Investigation, Expert Witness	Hour	\$ 125.00
MILEAGE & MISCELLANEOUS				
Bill Code	Item	Description	Unit	Rate
	Third Party Rentals and/or Services		Cost + 15%	

TO: City Council
FROM: Bill Lindauer, Engineering Services Manager
DATE: January 16, 2024
SUBJECT: On-Call Material Testing Service Provider Agreement with Pacific Testing & Inspection, Inc., Amendment No. 2

1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign the Second Amendment to Service Provider Agreement for On-Call Material Testing. The Amendment was recommended for approval by the Public Works Committee at their December 7, 2023, meeting.

2) Background:

The original Agreement for \$45,000 was signed on January 12, 2021. The First Amendment extended the term of the Agreement to December 31, 2024, and increased the compensation to a not-to-exceed amount of \$95,000. This Second Amendment increases the not-to-exceed amount to \$195,000 to cover anticipated costs in 2024.

3) Policy Support:

Council Strategic Goals and Priorities 2023-2024:

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

4) Alternatives:

☐ Do not approve Amendment.

5) Fiscal Notes:

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

6) Attachments:

A. Second Amendment to Service Provider Agreement

**SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
ON-CALL MATERIAL TESTING**

This Second 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 Pacific Testing & Inspection Inc., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 12, 2021, and First Amendment dated effective May 12, 2023, whereby the SERVICE PROVIDER agreed to provide material testing services ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement, by updating the fees and increasing the compensation paid to the SERVICE PROVIDER for on-going material testing on active projects.

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

1. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement, Section 4.C. shall be amended to increase the fees for 2024 as described in Exhibit A-2 and compensation paid to the SERVICE PROVIDER shall be increased by an additional amount of One Hundred Thousand and 00/100 Dollars (\$100,000). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, First Amendment, and this Second Amendment shall be an amount not to exceed One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000.00).

*** Signatures on Following Page ***

2. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

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

SERVICE PROVIDER:
PACIFIC TESTING & INSPECTION INC.
3215 Harrison Avenue
Centralia, WA 98531
UBI No. 602-707-422
Phone No. 360-736-3922

Debbie Sullivan
Mayor

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

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington)
) 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

PACIFIC TESTING & INSPECTION INC.

SERVICE AND FEE SCHEDULE

2024

PERSONNEL / CONSULTING FEES

Special Inspection (Concrete, Masonry, Shotcrete, Fireproofing & Post Tension) ...	75.00 hr.
Special Inspection (Welding, High Strength Bolting, Lateral Wood/Shear)	100.00 hr.
Certified Welding Inspector (CWI)	110.00 hr.
Compaction Testing w/Certified Technician (Soils & Asphalt)	75.00 hr.
Pile Observation	75.00 hr.
Erosion Control Inspection w/CESCL Inspector	100.00 hr.
Laboratory Technician	90.00 hr.
Ultrasonic Testing	120.00 hr.
Pachometer Testing	100.00 hr.
Project Manager	110.00 hr.
Vacuum Testing	110.00 hr.
Professional Engineer	160.00 hr.

MATERIALS TESTING SERVICES

Concrete

Compression Test Cylinders	37.00 ea.
Compression Test Cylinders (not cast by PTI)	45.00 ea.
Flexural Beams	160.00 ea.
Shotcrete Compression Test, Three Cores Per Panel	360.00 ea.
Additional Cores (Shotcrete)	110.00 ea.
Cores (Minimum of Two)	120.00 ea.
Compression Strength Test Sawed Section	110.00 ea.
Unit Weight and Yield	60.00 ea.
Core Bit Wear Charge	4.50 in.
Schmidt Hammer	100.00 hr.
Moisture Emission	160.00 ea.
Ph Testing	50.00 ea.
Rh Testing	110.00 ea.

Masonry

Mortar Test Specimens Compressive Strength	37.00 ea.
Grout Compressive Strength Test	55.00 ea.
Masonry Compressive Strength Prisms	200.00 ea.
Concrete Masonry Units ASTM-140.....	410.00 set
Clay Masonry Units ASTM-67.....	410.00 set

Mix Designs, Concrete

Trial Batch – 6 Cylinders	Quoted per project
3-Point Curve	Quoted per project
Set Times, Initial and Final	90.00 hr.
2 x 2 Mortar cubes (3 per set)	65.00 set

Pacific Testing & Inspection Inc.**2022****Page 2****Asphaltic Concrete**

Bitumen Content by Extraction and Combined Gradation	310.00 ea.
Rice Density	110.00 ea.
Marshall Stability & Flow, 3 specimens	Quote
Mix Design Marshall Method, 3 trials & specimens	Quote
Bulk Specific Gravity – 3 cores	260.00 set
Fracture Face Count	110.00 ea.
Effect of Water on Cohesion of Compacted Mixes	360.00 ea.

Soils

Atterberg Limits – 1 point	120.00 ea.
Atterberg Limits – 3 points	210.00 ea.
Moisture Density Relationship	260.00 ea.
Oversize Correction Determination	50.00 ea.
In-Place Density (Sand Cone)	110.00 ea.
Organic Content	110.00 ea.
Hydrometer Analysis	210.00 ea.
% Passing #200 Sieve	90.00 ea.
Natural Moisture Content	45.00 ea.
Permeability Falling Head	310.00 ea.
In-Field Infiltration Rate	110.00 hr.
Visual Classification	35.00 ea.
Specific Gravity of Soils	105.00 ea.
Permeability with Proctor	610.00 ea.
Turbidity Testing	110.00 hr.
Relative Density	380.00 ea.
California Bearing Ratio	510.00 ea.

Aggregates

Sieve Analysis with #200 Wash	160.00 ea.
Specific Gravity and Absorption – Coarse Aggregate	120.00 ea.
Specific Gravity and Absorption – Fine Aggregate	180.00 ea.
Sand Equivalent	110.00 ea.
Organic Impurities	110.00 ea.
Fracture Count	110.00 ea.
Sample Preparation	90.00 hr.
Unit Weight & Voids	90.00 ea.
Unconfined Compression, Intact Rock Cores	135.00 ea.
Clay Lumps and Friable Particles	120.00 ea.
Sulfate Soundness	560.00 ea.
Excessive Clay Content / Preparation	90.00 ea.
Durability Index WSDOT-T113 ASTM D-3744	160.00 ea.
DMSO	410.00 ea.
LA Abrasion	280.00 ea.
Resistivity	510.00 ea.
Cement Treated Base ASTM D-559 w/compression	360.00 ea.
Bulk Density	110.00 ea.

Pacific Testing & Inspection Inc.

2022

Page 3

Physical Testing

Sprayed on Fireproofing Density	140.00 ea.
Cohesion / Adhesion Tests	80.00 ea.
Roofing cut out samples	110.00 ea.
Anchor Bolt Testing	110.00 hr.

Miscellaneous

Laboratory Time – after hours (3 hour minimum)	160.00 hr.
Outside Expenses and Support Services	Cost plus 15%
Concrete Cylinder Mold (when not cast by PTI)	6.00 ea.
Final Project Review and Final Letter	250.00
Mileage85 mile
Same Day Call In for inspections	130.00
Report Processing	40.00/visit
Engineering Letter	250.00 ea.
Equipment-Skidmore (PTI on site w/Equipment).....	100.00/day
Equipment-Skidmore (PTI <u>not</u> on site w/Equipment).....	100.00 hr.+ 265.00/day

In addition, overtime rates will apply for all work performed in excess of 8 hours per day. Overtime rates are 1.5 times normal rate after 8 hours per day and Saturdays. Sundays and Holidays are 2 times the normal rate. **Appointments for inspection must be made prior to 4:00 p.m. the day preceding the inspection.** Cancelled inspections are billed as a 2-hour minimum. Special Inspections Rates are billed as a 4-hour minimum, and are portal to portal. Comprehensive bid prices are available on request and may vary from the standard fee schedule. Sample turnaround in less than 48 hours is billed at 1.5 times standard laboratory rate. All samples will be disposed of one week after test. Failing tests retained for 30 days. Laboratory tests do not include preparation and delivery of samples to laboratory. Accounts 30 days past due will be charged interest at 1.5% monthly and 18% annually. On remote jobs or projects, subsistence, when not furnished, will be an additional charge. PTI carries in excess of all insurance required by law.

TO: City Council

FROM: Dan Smith, Water Resources & Sustainability Director

DATE: January 16, 2024

SUBJECT: Small Works Contract with JA Morris Construction for the Tenant Improvements for City of Tumwater Office Space at South Puget Sound Community College

1) Recommended Action:

Approve and authorize the Mayor to sign a Small Works Contract with JA Morris Construction for the Tenant Improvements for City of Tumwater Office Space at South Puget Sound Community College (SPSCC). This amendment was recommended for approval by the Public Works Committee at their January 4, 2024 meeting.

2) Background:

On September 5, 2023, Council approved a long-term lease with SPSCC to site offices and workspace for the Water Resources & Sustainability (WRS) Department's Administrative Division. A partnership with SPSCC and the City will result in expanded space for new staff at City Hall and increase parking for staff, fleet vehicles, and the public. In addition, WRS will implement a robust internship program at the school, developing expertise in public and environmental health for future decades. To convert the classrooms at SPSCC to functional office spaces, tenant improvements are necessary. Staff completed a competitive process through the Small Works rosters hosted by MRSC, resulting in 2 bids. JA Morris was the most responsive, well-qualified bidder, and references were reviewed positively.

3) Policy Support:

- Refine and Sustain a Great Organization
 - Ensure a safe and healthy workforce
 - Create a continuous learning organization
 - Explore trades training with LOTT, SPSCC and Olympia
-

4) Alternatives:

- ☐ Reject the contract and request additional bids.
-

5) Fiscal Notes:

Contract with JA Morris is not-to-exceed two-hundred seventy-three thousand ninety-four dollars and 98 cents (\$273,094.98) to complete tenant improvements. Council has approved a \$500,000 budget, across the Water, Sanitary Sewer, and Stormwater Funds for tenant improvement, furniture, and other moving related costs.

6) Attachments:

- A. Small Works Contract with JA Morris Construction for the Tenant Improvements for City of Tumwater Office Space at SPSCC Project

**PUBLIC WORKS CONTRACT
FOR
Tenant Improvements for City of Tumwater Office Space at South Puget Sound
Community College**

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this ____ day of _____, 20__ and is made by and between the City of Tumwater, a Washington municipal corporation ("City or Owner"), and J.A. Morris Construction, a Washington limited liability corporation ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the **Tenant Improvements for City of Tumwater Office Space at South Puget Sound Community College** project; and

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

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

1. SERVICES BY CONTRACTOR

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described as the **Tenant Improvements for City of Tumwater Office Space at South Puget Sound Community College** project. The Project includes, without limitation, tenant improvements including hazardous materials testing, clean up and dumping, demolition, installation of concrete slab, carpentry and case work, wall installation, insulation, relite, door installation, painting, flooring, carpeting, ceiling work, plumbing, HVAC modifications, electrical work including lighting, power, and data, fire suppression system modification, branded signage, as described in Attachment A and A-1, and other work, all in accordance with the Contract Documents ("Work"). Work shall be performed and completed as described in the Contract Documents, which include without limitation, this Contract, Description of Work attached as Attachment A, Architectural Drawings: Final Set attached as Attachment A-1; Subcontractor List attached as Attachment B; Non-Discrimination in Benefits Affidavit attached as Attachment C; Contractor's Non-Discrimination Certificate attached as Attachment D; Certification of Compliance with Wage Payment Statutes attached as Attachment E; Notice of Completion of Public Works Contract attached as Exhibit A; Contract Change Order Agreement attached as Exhibit B; Notice to Labor Unions or Other Employment Organizations of Nondiscrimination in Employment attached as Exhibit C; Certificate(s) of Insurance Form attached hereto as Exhibit D; Performance Bond attached as Exhibit E-1; Payment Bond attached as Exhibit E-2; Contractor's Retainage Agreement attached as Exhibit F; Retainage Bond to City of Tumwater attached as Exhibit G; *State Prevailing Wages, Supplemental, and Benefit Code Key* attached as Appendix A. Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Administrator or his or her designee.

1.2 Completion Date. The Work shall commence within ten (10) days of the issuance by the City of the Notice to Proceed. The Work shall be completed within one hundred (100) working days which will begin the first day the Contractor begins work or ten (10) days

Work is not substantially completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in the formula included in Section 1.3 of this Contract. The Work shall not be deemed completed until the City has accepted the Work and delivered a written Notice of Completion of Public Works Contract in the form attached hereto as Exhibit A.

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

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

LIQUIDATED DAMAGES FORMULA

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

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

C = Original Contract amount.

T = Original time for completion.

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

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

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

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

the performance or any part of the Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

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

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

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

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

2. TERM

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

3. WARRANTY

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

3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City's final acceptance of the Work as more fully set forth in the General Special Provisions. This warranty shall survive termination of this Contract.

Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not constitute waiver, modification or exclusion of any express or implied warranty or any right under this Contract or law.

4. COMPENSATION

4.1 Total Compensation. In consideration of the Contractor performing the Work, the City agrees to pay the Contractor in accordance with Attachment A, Description of Work and Attachment A-1, Architectural Drawings Final Set, which amount shall constitute full and complete payment by the City ("Total Compensation").

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

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

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

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

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

5. NONDISCRIMINATION

A. The City is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law; 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. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law. 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. The Contractor shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

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

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

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

7. CITY'S RIGHT TO TERMINATE CONTRACT

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

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

- (1) If the Contractor should be adjudged a bankrupt.
- (2) If the Contractor should make a general assignment for the benefit of its creditors.
- (3) If a receiver should be appointed on the account of insolvency of the Contractor.
- (4) If the Contractor should persistently or repeatedly refuse or fail to supply a sufficient number of properly skilled workmen or proper materials for completion of the Work.
- (5) If the Contractor should fail to complete the Work within the time specified in this Contract.
- (6) If the Contractor should fail to complete the Work in compliance with the plans and specifications, to the City's satisfaction.
- (7) If the Contractor should fail to make prompt payment to subcontractors or for material labor.
- (8) If the Contractor should persistently disregard laws, ordinances or regulations of federal, state, or municipal agencies or subdivisions thereof.

- (9) If the Contractor should persistently disregard instructions of the City Administrator or his or her representative.
- (10) If the Contractor shall be in breach or violation of any term or provision of this Contract, or
- (11) If the Work is not being performed pursuant to RCW 49.28.050 or 49.28.060.

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

- (1) Stop payments. The City shall cease any further payments to Contractor and Contractor shall be obligated to repay any payments it received under this contract.
- (2) Complete Work. The City may, but in no event is the City obligated to, complete the Work, which Work may be completed by the City's agents, employees or representatives or the City may retain independent persons or entities to complete the Work. Upon demand, Contractor agrees to pay to the City all of its costs and expenses in completing such Work.
- (3) Take Possession. The City may take possession of the Property and any equipment and materials on the Property and may sell the same, the proceeds of which shall be paid to the City for its damages.
- (4) Remedies Not Exclusive. No remedy or election under this Contract shall be deemed an election by the City but shall be cumulative and in addition to all other remedies available to the City at law, in equity or by statute.

8. INDEMNIFICATION

8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Contract to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Contract. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

8.2 City Indemnification. The City agrees to indemnify, defend, and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licenses, or representatives, arising from, resulting from or connected with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

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

9. **INSURANCE**

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

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

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

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

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

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

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

9.6 **Asbestos Abatement or Hazardous Materials.** If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk

Manager and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the Risk Manager.

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

10. PERFORMANCE AND PAYMENT BONDS

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

11. SAFETY

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

12. PREVAILING WAGES

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

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

When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor

shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law.

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

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

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

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

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

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

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

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

13. FAILURE TO PAY SUBCONTRACTORS

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

14. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while

performing the Work shall become the property of the City and shall be delivered to the City at its request.

15. CONFIDENTIALITY

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

16. BOOKS AND RECORDS

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

17. CLEAN UP

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

18. GENERAL PROVISIONS

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

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

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

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

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

18.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an

attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be Thurston County, Washington.

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

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

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

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

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

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

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

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

CITY OF TUMWATER

CONTRACTOR

136

Attachment A: Description of Work

BREAKDOWN SHEET

Application No: #1

Application Date:

Period To:

Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BASE BID-								
1	Bonding	3,250.55				-		3,250.55	-
2	Hazardous materials testing	1,650.10				-		1,650.10	-
3	Mobilization	1,850.35				-		1,850.35	-
4	Clean up and dump fees	4,750.50				-		4,750.50	-
5	Supervision / management	8,500.13				-		8,500.13	-
6	Demolition	12,745.10				-		12,745.10	-
7	Concrete	3,450.00				-		3,450.00	-
8	Rough carpentry	15,950.10				-		15,950.10	-
9	Insulation	1,750.45				-		1,750.45	-
10	Relite, Doors, and hardware	17,950.20				-		17,950.20	-
11	GWB	11,750.33				-		11,750.33	-
12	Paint	8,350.50				-		8,350.50	-
13	Flooring	25,950.35				-		25,950.35	-
14	Ceilings	12,875.23				-		12,875.23	-
15	Casework	26,634.76				-		26,634.76	-
16	Plumbing	11,790.25				-		11,790.25	-
17	HVAC	23,120.25				-		23,120.25	-
18	Fire suppression	7,870.33				-		7,870.33	-
19	Electrical	70,305.50				-		70,305.50	-
20	Closeout	2,600.00				-		2,600.00	-
21						-		-	-
22						-		-	-
23						-		-	-
24						-		-	-
25						-		-	-
26						-		-	-
27						-		-	-
28						-		-	-
29						-		-	-
30						-		-	-
31						-		-	-
		\$ 273,094.98	\$ -	\$ -	\$ -	\$ -		\$ 273,094.98	\$ -

Tenant Improvement for City of Tumwater WRS Department

swalling
WALK
ARCHITECTS

525 Columbia St NW, Suite 201
Olympia, Washington 98501

360.539.5175

www.swallingwalk.com

Tenant Improvements for
City of Tumwater WRS Offices

2011 Mottman Road SW, Building 32
Olympia, WA 98512



PROJECT No.	22313
PARCEL No.	12828110500
DATE	12-13-2023
REVISIONS	

PERMIT
SET

VICINITY MAPS,
BLDG DEPT.
INFORMATION,
CONTACTS

TI

GENERAL NOTES

1. Contractor shall obtain all permits required by local and state governing authorities.

2. All work shall meet the standards and specifications of the local and state governing authorities. Reference Codes and Standards and amendments shall be the edition most recently adopted or in use in the jurisdiction.

3. Contractor shall verify all dimensions in field and shall coordinate installation of all materials and/or equipment whose dimensions are fixed. In the event that existing conditions are found to vary from assumed conditions, notify Architect immediately for clarification.

4. Contractor shall coordinate the work of all trades required to perform the Work. Where installation and/or connection of equipment is not specified and where such connection and/or installation is required for a complete and operable facility, the Contractor shall be held responsible for such installation and/or connection.

5. All work required by these Contract Documents shall be furnished and installed complete and in operating condition. Contractor shall furnish and install any miscellaneous items that may not be covered in the plans, but are necessary to provide a complete and workable project.

6. Repetitive features not noted on the drawings shall be completely provided as if drawn in full. If certain features are not fully shown or called for on the drawings, their construction shall be of the same character as for similar conditions that are shown or called for.

7. Contractor shall be responsible for all bracing, shoring, and storm water control necessary for safety, environmental protection, and completion of the work.

8. If hazardous materials are found to exist on this project, the Contractor shall cease all work related to the hazardous materials and immediately notify the Owner in writing of the circumstances.

9. Dimensions shown are as follows:
- To the face of stud at walls
- To the face of concrete at foundation walls
- To the center of columns and openings
- To the top of slab or plywood subfloor (when building stairs, take into account thickness of finished floor material)
Dimensions for door and window sizes are approximate. Contractor to verify all such dimensions, and rough openings with manufacturers.

10. Contractor to verify all elevations prior to starting work. Notify Architect of any variations from assumed conditions.
11. Contractor to verify size, location and material required for sanitary sewer, storm and water lines.

12. Verify and confirm all requirements of the Utility Companies unless noted otherwise.

13. Contractor shall be responsible for locating all existing utilities whether shown herein or not and to protect them from damage.

14. Contractor shall bear all expense of repair or replacement of utilities or other property damage by operations in conjunction with the execution of this work.

15. Drawings shall not be scaled.

16. Plans which appear as background on ceiling, plumbing, HVAC, electrical, and site improvement drawings are for the purpose only of illustrating general plan configurations. Such background shall not be used for portions of the work other than that pertaining to the title of each sheet. Refer to the appropriate sheet for each portion of the work.

17. All discrepancies found among drawings and notes shall be reported to the Architect for clarification. Architectural drawings are not intended to perfectly portray all work to be performed. In the event that drawings or notes do not accurately reflect the needs of the work, or the requirements of the Owner, or the requirements of code or jurisdictional authorities, notify the Architect immediately for clarification.

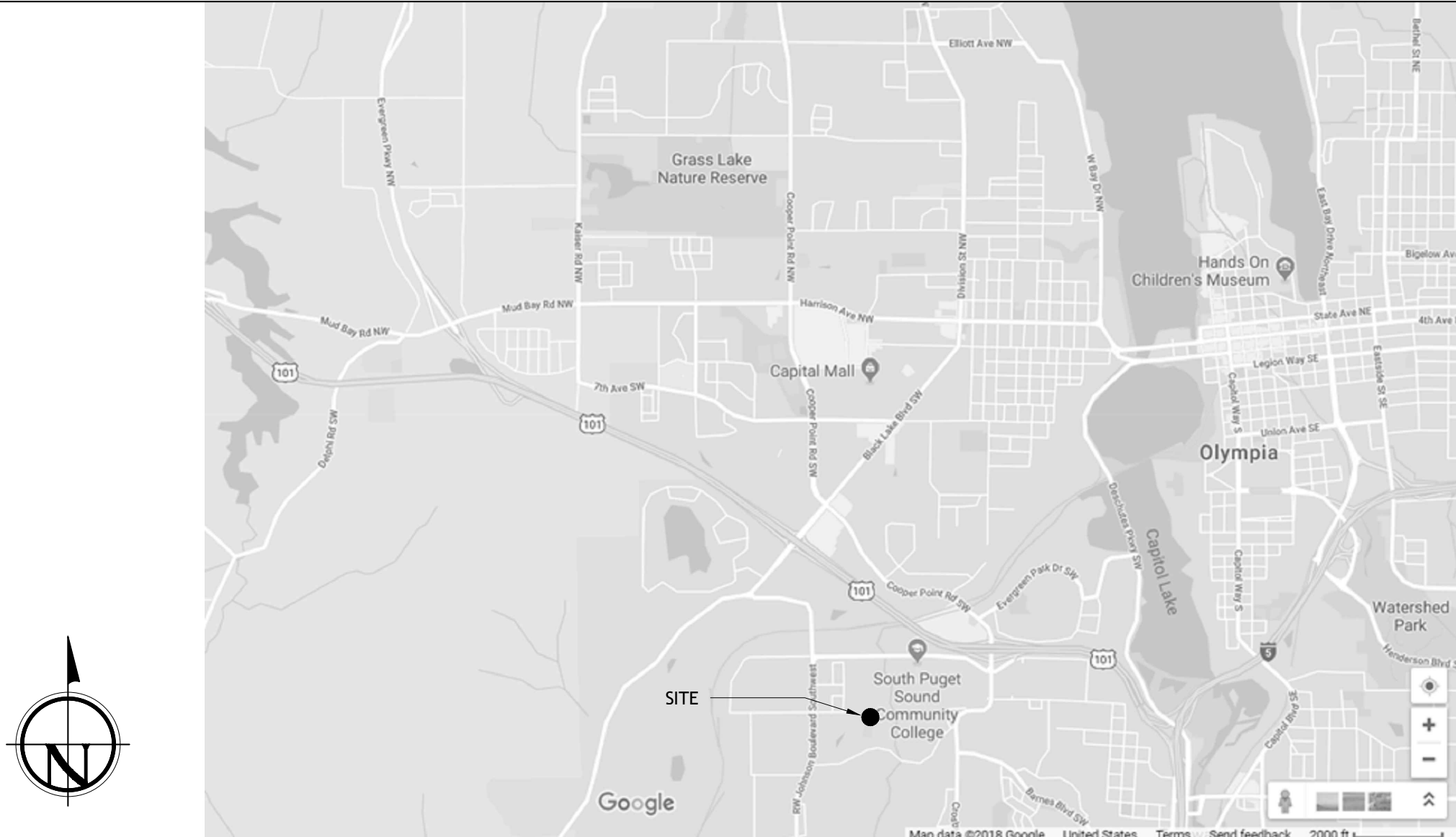
18. No portion of the work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the Owner's Representative. All such portions of the work shall be in accordance with approved shop drawings and sample. Owner's Representative shall determine which portions of the Work shall require shop drawing submittals.

19. All materials stored on or off the site shall be protected from weather to prevent damage and deterioration until use. Failure to protect materials may be cause for rejection of work.

20. Project Modifications: The Architect is not responsible for consequences arising directly or indirectly from the actions of others in connection with the project, including but not limited to changes made in plans, details, materials, or construction techniques made by the Owner, the Contractor, or any other party not working directly for the Architect.

21. Provide backing in wall for all wall mounted equipment / accessories. Provide seismic restraint for all free-standing shelving units.

VICINITY MAP



VICINITY SITE



SHEET INDEX

- T1 VICINITY MAPS, BLDG DEPT. INFORMATION, CONTACTS
- G2 CODE PLAN
- D2 DEMOLITION PLAN
- A2 FLOOR PLAN
- A3 REFLECTED CEILING PLAN, AND DETAILS
- A4 DOOR, FINISH SCHEDULES; DOOR, RELITE, SIGNAGE TYPES, DETAILS
- A5 INTERIOR ELEVATIONS, DETAILS
- A6 FURNITURE, FIXTURE, AND EQUIPMENT PLAN

MECHANICAL/ELECTRICAL: DESIGN BUILD

CONTACTS

TENANT:

City of Tumwater
Water Resources & Sustainability Department
555 Israel Road SW
Tumwater WA 98501
Contact: Dan Smith
DESmith@ci.tumwater.wa.us
360-754-4140

LANDLORD:

South Puget Sound Community College
2011 Mottman Road SW
Olympia WA 98512

ARCHITECT:

Swalling Walk Architects
525 Columbia St. NW Suite 201
Olympia, WA 98501
Office: (360) 539-5175
Contact: Kara Walk
kara@swallingwalk.com

CONTRACTOR:

J. A. Morris Construction, LLC
PO Box 12645
Olympia WA 98508
Contact: Paul Orth
360.556.4439
paul@jamorrisconstruction.com

ABBREVIATIONS

+/- PLUS OR MINUS	EJ EXPANSION JOINT	JT JOINT	SA SMOKE ALARM ABOVE
ADJ ADJUSTABLE	EP ELECTRICAL PANEL	LAV LAVATORY	SAF SELF ADHERED FLASHING
AFF ABOVE FINISH FLOOR	EQ EQUAL	LB POUND	SC SOLID CORE
	EQUIP EQUIPMENT	LIN LINEN	SD SOAP DISPENSER
BCT BABY CHANGING TABLE	EXIST EXISTING	LT LIGHT	SG SAFETY GLAZING
BLT-IN BUILT-IN	EXIST'G EXISTING		SH SINGLE HUNG
BN BEAM	EXP EXPOSED	MC MEDICINE CABINET	SH SIMILAR
BO BOTTOM OF		MDO MEDIUM DENSITY OVERLAY	SN SHAMPOO NICHE
BRM BROOM CLOSET	F FREEZER	MECH MECHANICAL	SND SANITARY NAPKIN DISPOSAL
B/W BETWEEN	FD FLOOR DRAIN	MFR MANUFACTURER OR	SQ FT SQUARE FEET
BU BUILT-UP	FE FIRE EXTINGUISHER	MANUFACTURED	SS SQUARE FEET
	FF FACTORY FINISH	MIN MINIMUM	SS STAINLESS STEEL
CB CUTTING BOARD	FIO FURNISH & INSTALLED	MW MICROWAVE	SEE STRUCTURAL DRAWINGS
CH CEILING HEIGHT	BY OWNER		SV SHEET VINYL
CJ CONTROL JOINT	FIN FINISH	NIC NOT IN CONTRACT	SYM SYMMETRICAL
CM CARBON MONOXIDE ALARM ABOVE	FO FACE OF	NTS NOT TO SCALE	
CMU CONCRETE MASONRY UNIT	FOIC FURNISHED BY OWNER & INSTALLED BY CONTRACTOR	OC ON CENTER	T TREAD
CLO CLOSET	FT FOOT OR FEET	OD OVERFLOW DRAIN	TB TOWEL BAR
CO CLEAN OUT	FV FIELD VERIFY	OH OPPOSITE HAND	TBG TONGUE & GROOVE
COL COLUMN		O/ OVER	TO TOP OF
CJ CONTROL JOINT		OPP OPPOSITE	TPD TOILET PAPER DISPENSER
CONC CONCRETE	GALV GALVANIZED		TS TUBE STEEL
CPT CARPET	GC GENERAL CONTRACTOR	PKT POCKET DOOR	TYP TYPICAL
CSMT CASEMENT	GLB GLU-LAMINATED BEAM	PLAM PLASTIC LAMINATE	
CT CERAMIC TILE	GS GAS STARTER	POS POINT OF SALE	UC UNDER COUNTER
	GW GLASS WASHER	PR PAIR	UNO UNLESS NOTED OTHERWISE
D DRYER OR DEEP	GWB GYPSUM WALLBOARD	PT PRESERVATIVE TREATED	
DH DOUBLE HUNG		PTD PAPER TOWEL DISPENSER	VG VERTICAL GRAIN
DIM DIMENSION	HB HOSE BIB		
DN DOWN		R RADIUS OR RISER	W WASHING MACHINE
DS DOWNSPOUT	ICF INSULATED CONCRETE FORM	RD ROOF DRAIN	WD WOOD
DW DISHWASHER	INSUL INSULATION	REF REFRIGERATOR	WOM WALK-OFF MAT
		RL RAIN LEADER	WH WATER HEATER
		RS ROUGH SAWN	WR WASTE RECEPTACLE
			WSCT WAINSCOT

PROJECT ADDRESS:

SPSCC
2011 Mottman Road SW, Building 32
Olympia WA 98512

PROJECT DESCRIPTION:

Tenant improvement for an office space

EXISTING CONSTRUCTION TYPE:

V-B, Sprinklered

OCCUPANCY TYPE:

Existing: B Business
New: B Business

OCCUPANCY LOAD:

68 occupants
See Code Plan Sheet for additional occupancy info

TRAVEL DISTANCE TO EXIT: 150' allowed, 64' actual

NUMBER OF EXITS: 3 provided

BUILDING CODE:

2018 International Existing Building Code as amended by the State of Washington

JURISDICTION: City of Olympia

ZONING: R-4-8

PARCEL #: 12828110500

PROJECT AREA:
2,367 S.F. (net)

TOTAL BUILDINGS AREA:
7,819 S.F. (gross)

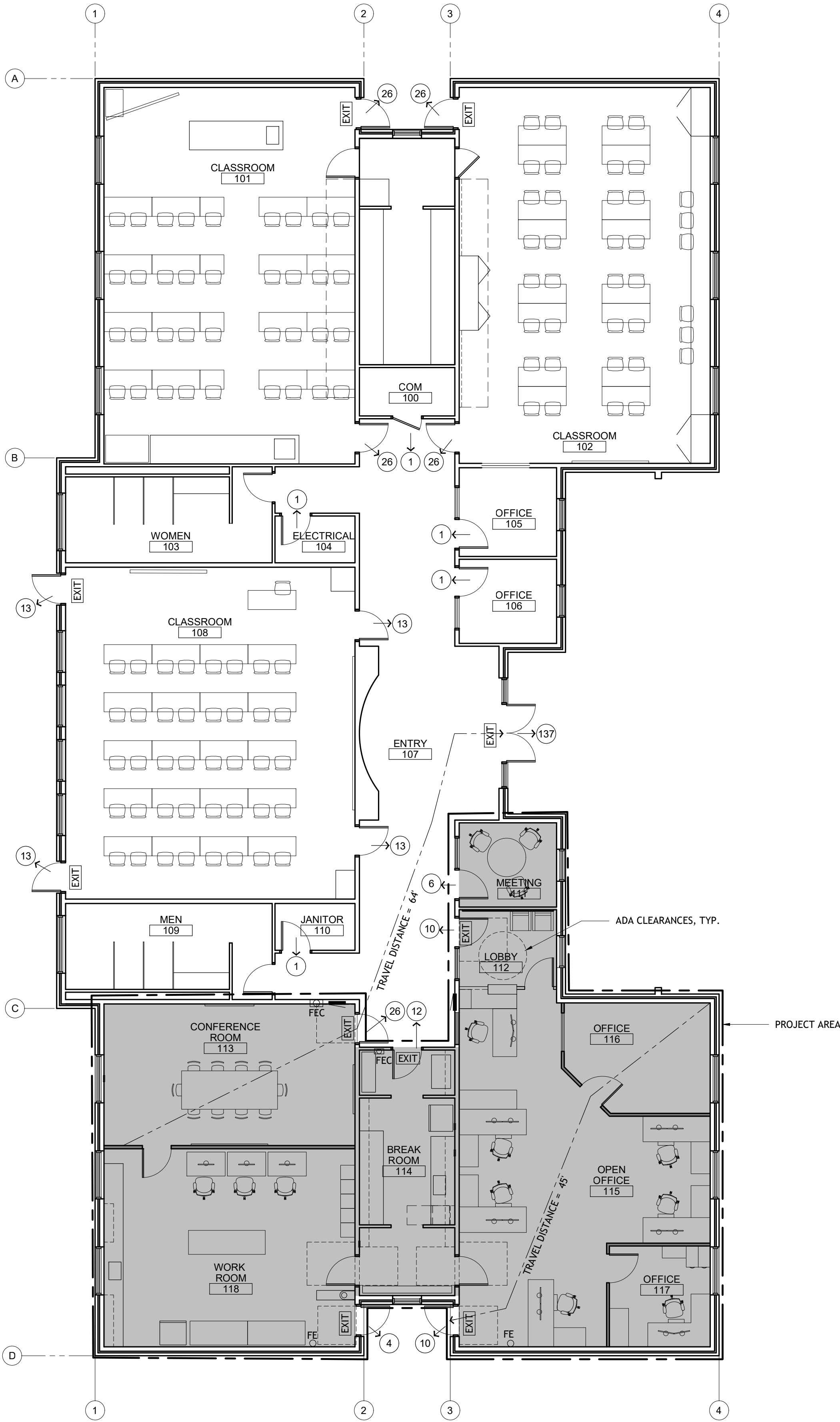
BUILDING HEIGHT: 1 story

PARKING: Existing, campus parking

DEFERRED SUBMITTALS:

Fire Sprinklers
Mechanical
Electrical

PROJECT AREA OCCUPANT LOAD SCHEDULE				
ROOM #	NAME/USE	S.F.	FACTOR	LOAD
111	MEETING	89	15	6
112	LOBBY	81	15	5
113	CONFERENCE ROOM	386	15	26
114	BREAK ROOM	167	15	12
115	OPEN OFFICE	635	50	12
116	OFFICE	166	150	2
117	OFFICE	110	150	1
118	WORK ROOM	539	150	4
			TOTAL 68 OCCUPANTS	





LIFE SAFETY PLAN
1/8"=1'-0"

Tenant Improvements for
City of Tumwater WRS Offices

2011 Mottman Road SW, Building 32
Olympia, WA 98512

8804



REGISTERED
ARCHITECT
KARA A WALK
STATE OF WASHINGTON

PROJECT No.
22313

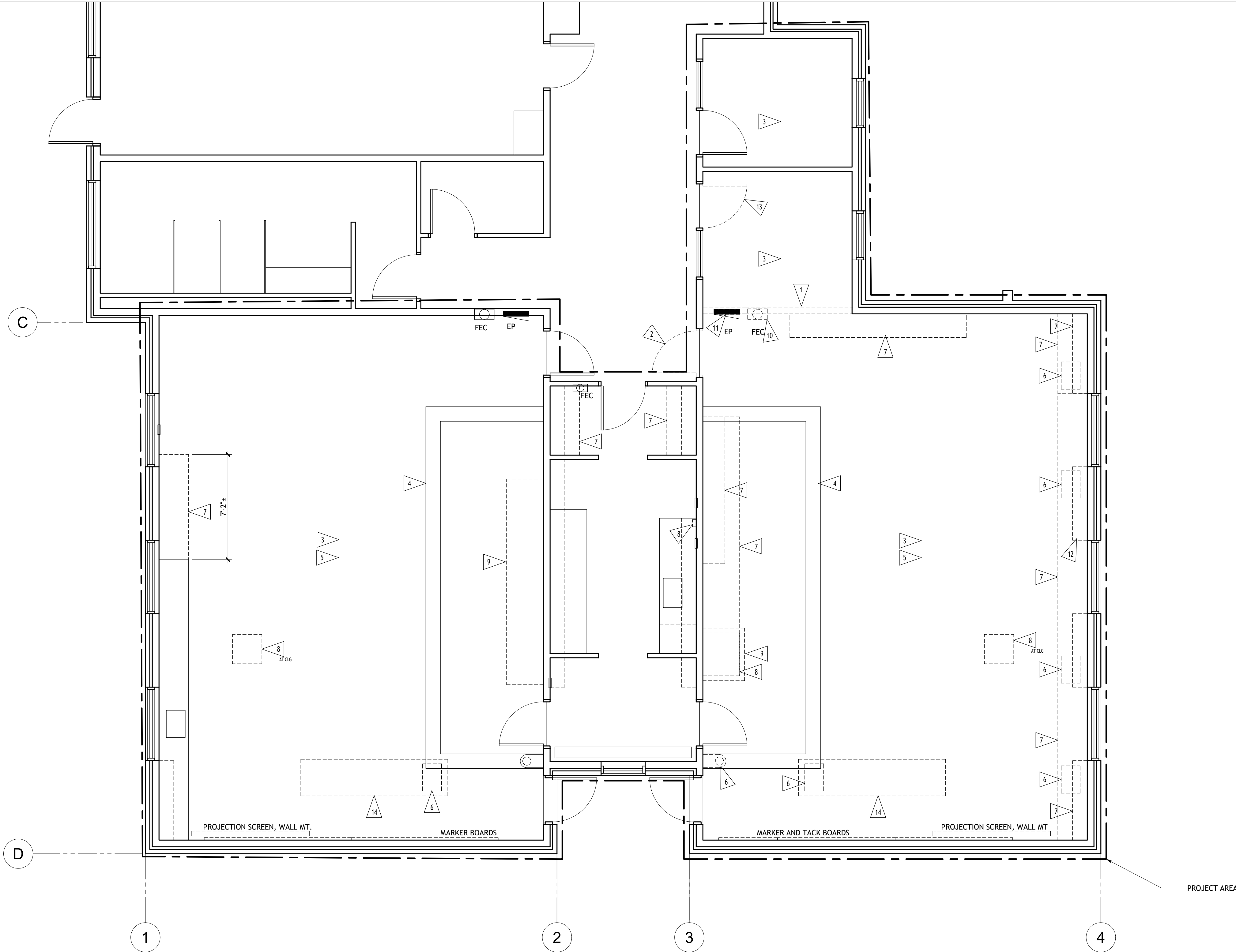
PARCEL No.
12828110500

DATE
12-13-2023

REVISIONS

PERMIT
SET

CODE
PLAN



DEMOLITION PLAN

1/4"=1'-0"

LEGEND

- EXISTING WALL
- DEMO ITEMS

DEMOLITION NOTES

- REMOVE ELECTRICAL DEVICES AND CONDUCTORS AT WALLS AND CEILINGS TO BE REMOVED
- CONTRACTOR, SPSCC, & CITY OF TUMWATER TO COORDINATE THE SALVAGE & REUSE SELECTED ITEMS
- CONTRACTOR TO REMOVE AND SAVE WALL MOUNTED ITEMS (TACKBOARDS, MARKER BOARDS, SHELVEING) FOR CITY OF TUMWATER TO REUSE

DEMOLITION FLAG NOTES

- | | |
|--|---|
| 1 REMOVE WALL TO ABOVE JUST ABOVE 9'-0" AFF, AND PREP FOR NEW BEAM | 8 REMOVE EQUIPMENT & ASSOCIATED MECH/ELECTRICAL |
| 2 REMOVE DOOR AND FRAME | 9 REMOVE SOFFIT |
| 3 REMOVE BASE THIS ROOM. VCT FLOORING TO REMAIN. | 10 REMOVE FIRE EXTINGUISHER CABINET |
| 4 REMOVE RUBBER TRANSITION AT TRENCH. TRENCH AND COVER PLATES TO REMAIN. | 11 REMOVE ELECTRICAL PANEL, RELOCATE WIRING TO NEW PANEL NEARBY. CUT CONCRETE SLAB AS NEEDED TO EXPOSE BURIED CONDUIT |
| 5 REMOVE CEILING | 12 RELOCATE UPPER CABINET |
| 6 REMOVE PLUMBING AND CAP | 13 REMOVE DOOR, AND PREP FOR NEW |
| 7 REMOVE CABINET AND POWER ABOVE CABINET | 14 REMOVE CABINET, AND ELECTRICAL |

Tenant Improvements for City of Tumwater WRS Offices

2011 Mottman Road SW, Building 32
Olympia, WA 98512



PROJECT No.

22313

PARCEL No.

12828110500

DATE

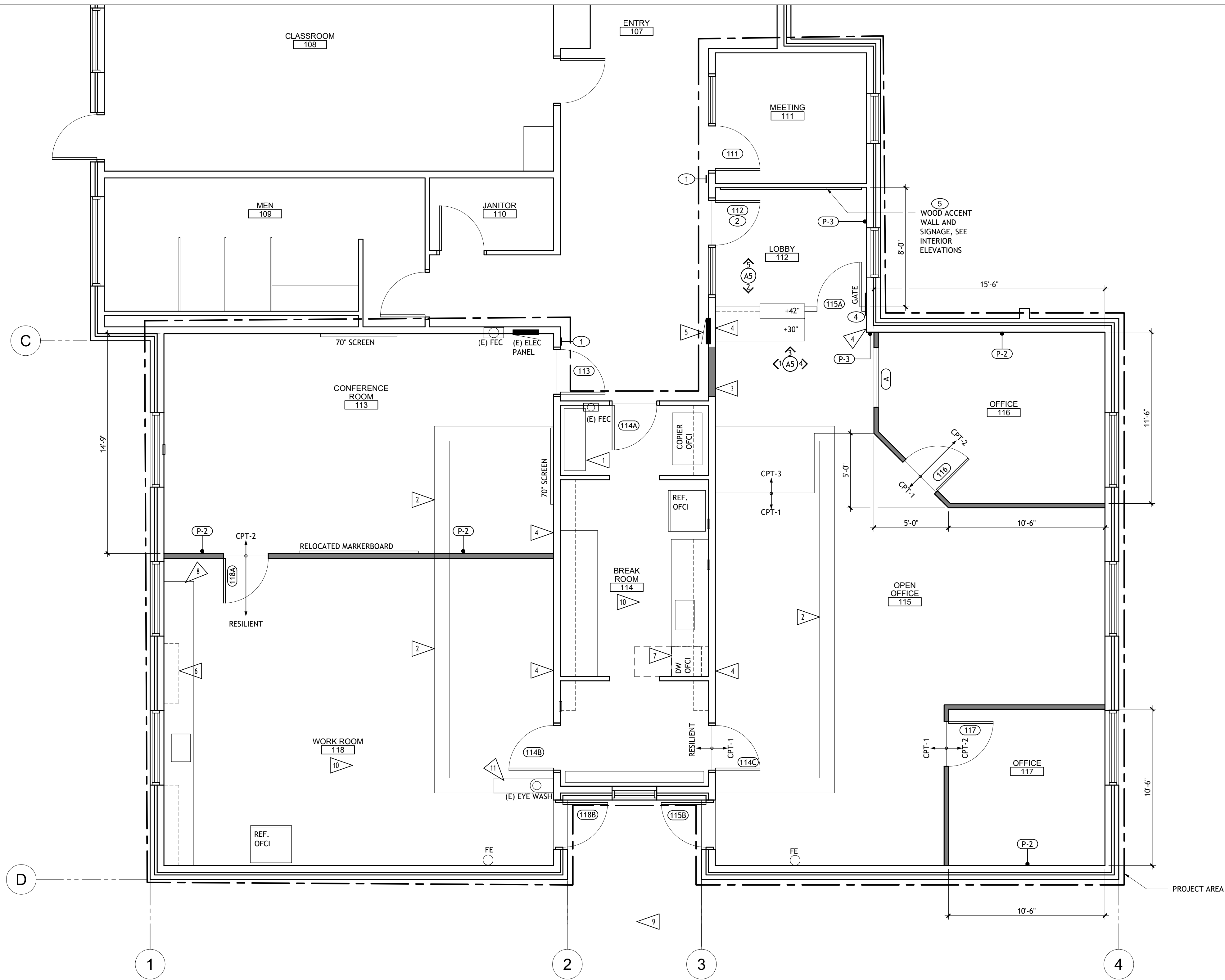
12-13-2023

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SET

DEMOLITION PLAN

D2



POWER AND DATA NEEDS		
ROOM NUMBER	DATA DROP QUANTITY	POWER DUPLEX QUANTITY
111	2	8
112	2	6
113	10	10
114	4	16
115	16	20
116	4	8
117	4	8
118	12	18

CONTRACTOR TO COORDINATE LOCATION OF EQUIPMENT WITH TENANT

LEGEND

- EXISTING WALL
- NEW WALL
- 102 DOOR AND RELITE TYPES
- INTERIOR ELEVATION: ELEVATION LETTER SHEET NUMBER
- 1 SIGNAGE TYPE
- P-2 ACCENT WALL PAINT COLOR
- CPT-1 FLOORING TRANSITION
- RESILIENT

GENERAL FLOOR PLAN NOTES

- ALL INTERIOR WALLS ARE 2 x 4 @ 16" O.C. UNLESS NOTED OTHERWISE
- DIMENSIONS ARE TO FACE OF STUD OR FACE OF CONCRETE FOR NEW WALLS; FACE OF FINISH FOR EXISTING WALLS
- PROVIDE BACKING IN WALL AT ALL WALL MOUNTED ITEMS
- ALL ROOMS IN PROJECT AREA TO BE PAINTED
- REPAIR/PATCH WALL WHERE CABINETS/EQUIPMENT/FURNISHING WERE REMOVED
- POWER RECEPTACLES AND DATA PORTS: SEE POWER AND DATA SCHEDULE, THIS SHEET

FLOOR PLAN
1/4"=1'-0"

FLOOR PLAN FLAG NOTES

- IT CABINET LOCATION, COORDINATE WITH SPSC
- PREPARE SEAM AT FLOOR TRENCH TO PROVIDE LEVEL FLOOR
- INFILL WALL, SOUND BATT, MATCH EXISTING, ADJACENT MATERIAL
- PATCH WALL WHERE WALL/SOFFIT WAS REMOVED
- NEW ELECTRICAL PANEL WITH RELOCATED WIRING. PATCH CONCRETE FLOOR WHERE CONDUIT WAS EXPOSED
- RELOCATED UPPER CABINET FROM ROOM 115
- MODIFY EXISTING CABINET AS NEEDED TO ACCOMMODATE DISH WASHER
- PROVIDE NEW FINISHED EDGE ON EXISTING CABINET
- NEW CONCRETE SIDEWALK FROM BACK DOOR TO ADJACENT SIDEWALK, APPROXIMATELY 4' WIDE x 8' IN LENGTH
- FLOOR DRAIN(S) TO REMAIN THIS ROOM. RAISE DRAIN GRATE AS NEEDED TO MATCH NEW FINISHED FLOOR HEIGHT.
- EYE WASH FLOOR DRAIN TO REMAIN. PROVIDE RUBBER TRANSITION STRIP BETWEEN RESILIENT FLOORING AND FLOOR DRAIN.

Tenant Improvements for
City of Tumwater WRS Offices
2011 Mottman Road SW, Building 32
Olympia, WA 98512

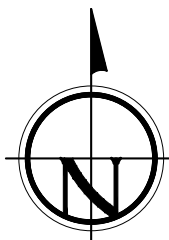
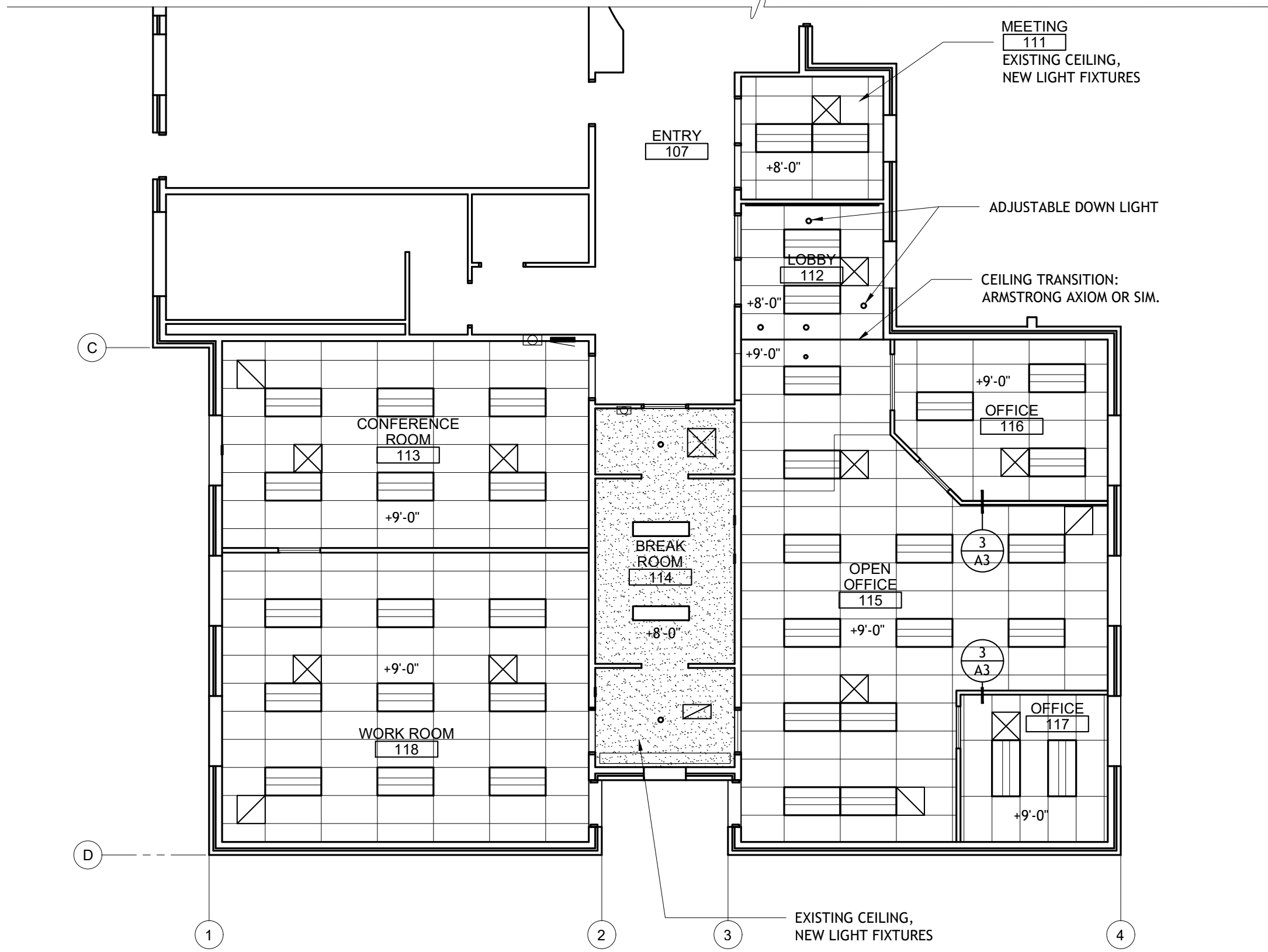


PROJECT No.
22313
PARCEL No.
12828110500
DATE
12-13-2023
REVISIONS

PERMIT
SET

FLOOR
PLAN

A2



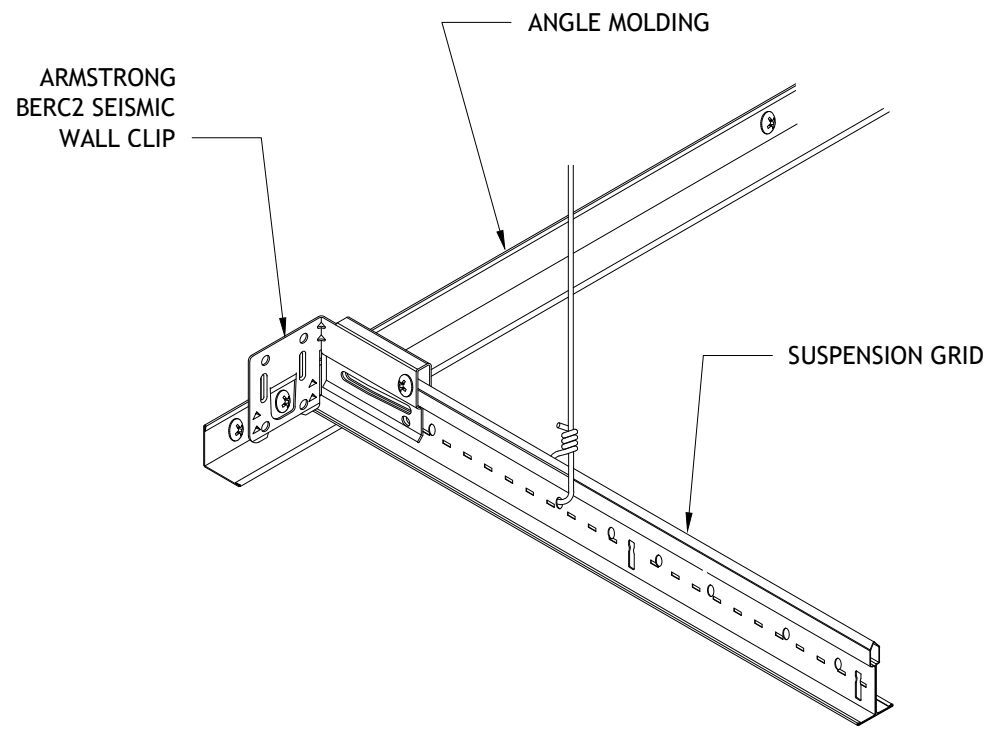
REFLECTED CEILING PLAN
1/8"=1'-0"

GENERAL NOTES

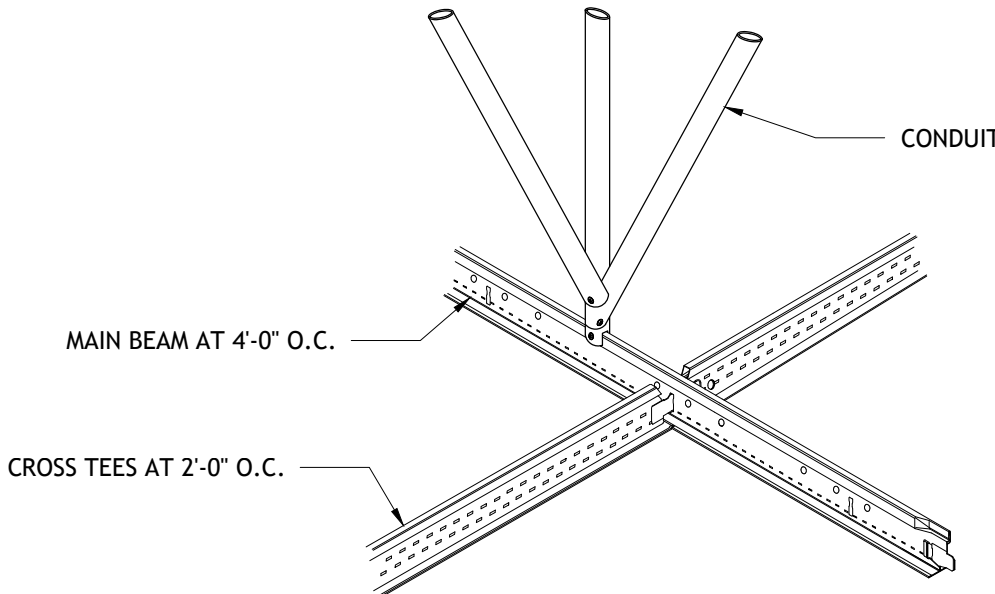
1. CEILING HEIGHTS TO MATCH EXISTING
2. PARTITION WALLS ARE TO EXTEND ABOVE THE SUSPENDED CEILING TO THE BOTTOM SIDE OF THE TRUSSES, UNLESS NOTED OTHERWISE
3. MECHANICAL SHOWN IN APPROXIMATE LOCATION
4. SEE DETAILS 1 AND 2 THIS SHEET FOR SEISMIC BRACING
5. PROVIDE EMERGENCY LIGHTING PER CODE
6. NEW SUSPENDED CEILING SYSTEM TO MATCH EXISTING, UNLESS NOTED OTHERWISE

LEGEND

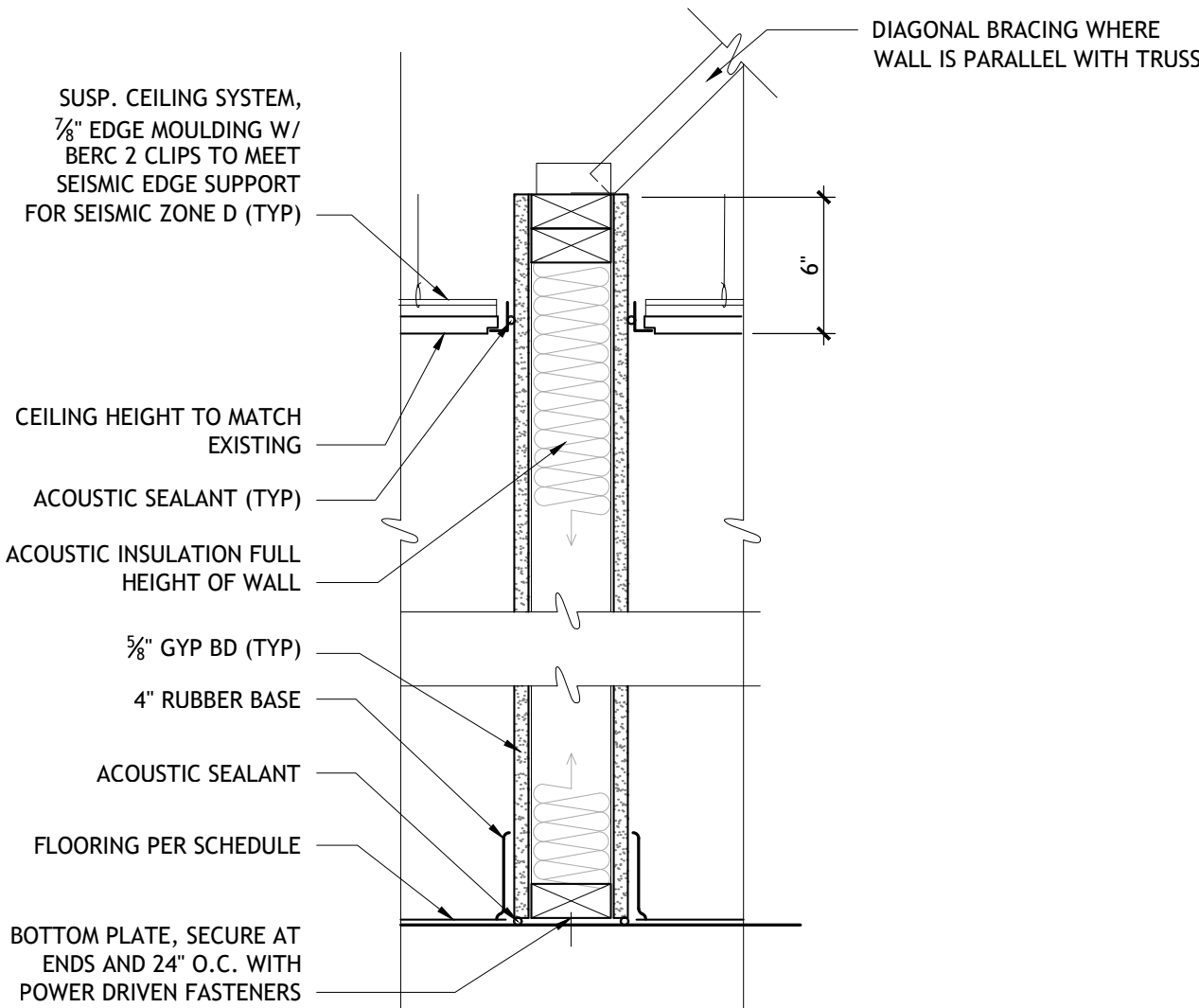
- 2' x 2' LED TROFFER
- 2' x 4' LED TROFFER
- LINEAR LED LIGHT CEILING MOUNT
- LED DOWNLIGHT 4"
- GYPSUM BOARD CEILING OR SOFFIT
- 2x4 SUSPENDED ACOUSTIC PANEL CEILING
- MECHANICAL SUPPLY / RETURN GRILLS



1 SEISMIC CLIP AT GRID/WALL
1 1/2"=1'-0"



2 SEISMIC BRACING
1 1/2"=1'-0"



3 TYP WALL SECTION
1 1/2"=1'-0"

Tenant Improvements for
City of Tumwater WRS Offices
2011 Mottman Road SW, Building 32
Olympia, WA 98512

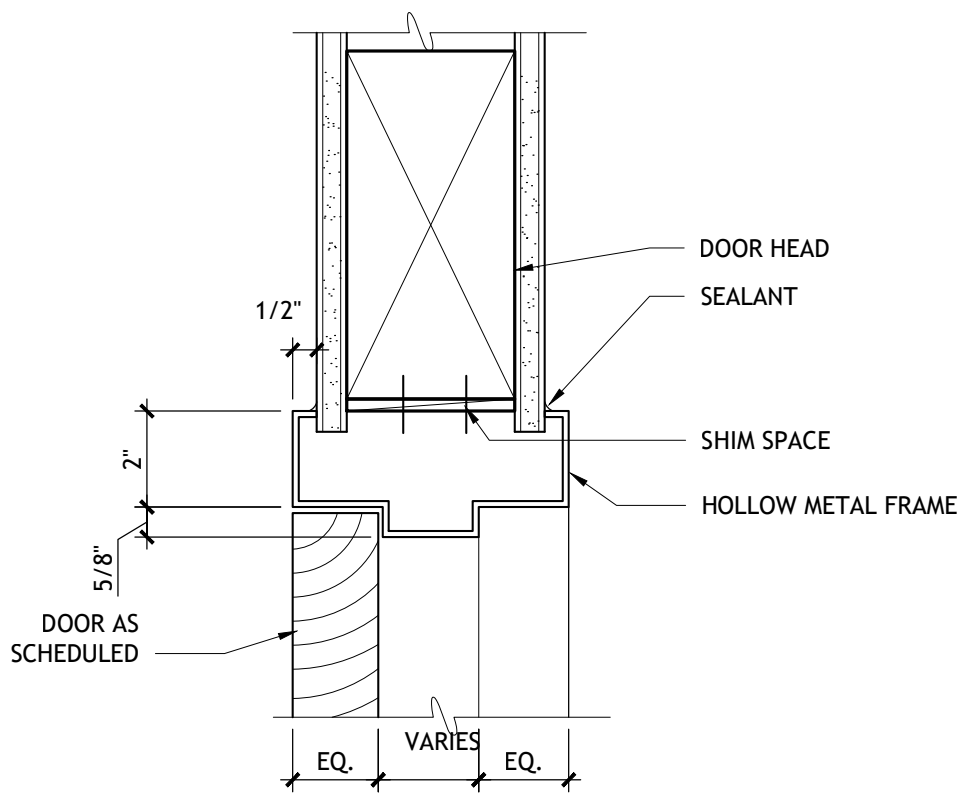


PROJECT No.
22313
PARCEL No.
12828110500
DATE
12-13-2023
REVISIONS

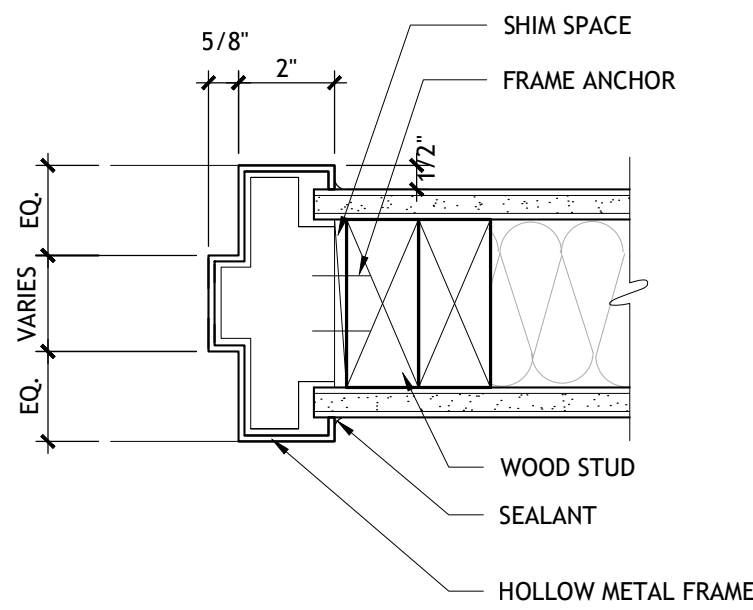
PERMIT
SET

REFLECTED
CEILING PLAN,
& DETAILS

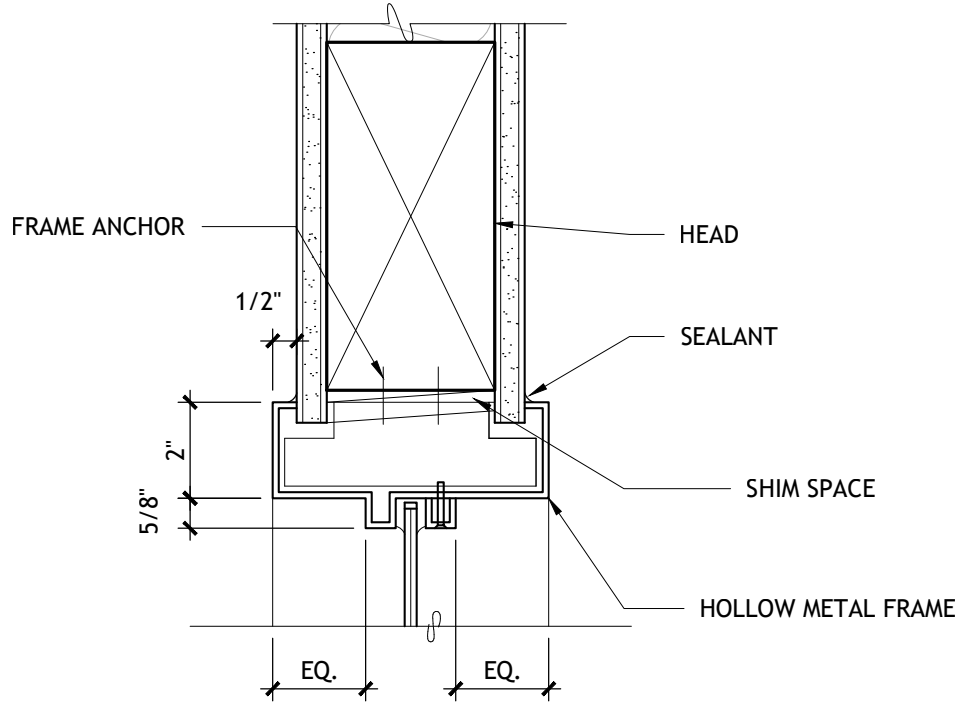
A3



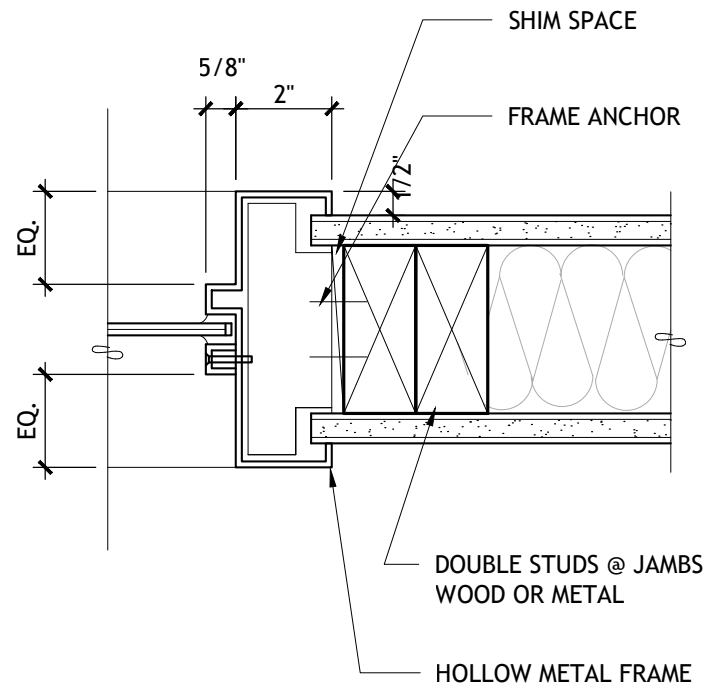
1 INTERIOR DOOR: HEAD
3"=1'-0"



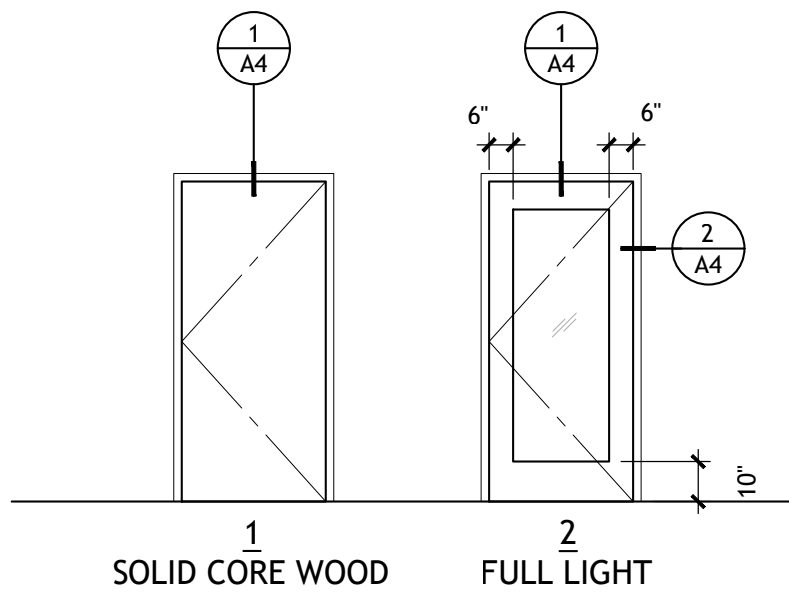
2 INTERIOR DOOR: JAMB
3"=1'-0"



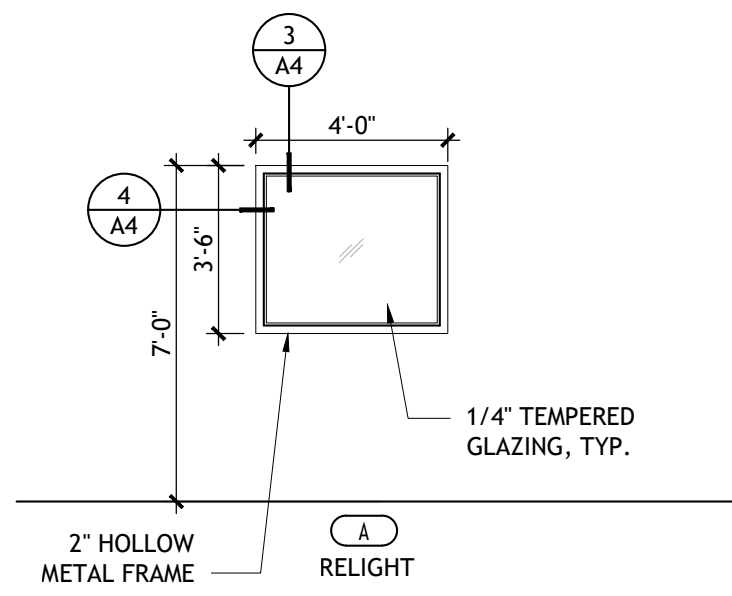
3 INTERIOR RELIGHT HEAD
3"=1'-0"



4 INTERIOR RELIGHT JAMB
3"=1'-0"



DOOR TYPES



RELITE TYPES

OUTLINE SPECIFICATION

SUBMITTALS: Submit shop drawings, color samples, and samples of hardware for review and approval.

FLOORING:

- Carpet Tile:
- 1: field carpet tile: Interface, Old Street, Slate Grid 105744, 50 cm x 50 cm
 - 2: mixed carpet tile: architect will provide pattern
40% Interface, Broome Street, Blue Glass 106216, 50 cm x 50 cm
60% Interface, Mercer Street, Slate Circle 105768, 50 cm x 50 cm
 - 3: mixed carpet tile: architect will provide pattern
40% Interface, Moss in Stone, Slate Edge 105565, 50 cm x 50 cm
60% Interface, Kerbstone, Slate 105573, 50 cm x 50 cm

Resilient: Gerflor, interlocking resilient tile, Attraction, Color: 3707 Paraiba (or approved by owner)

BASE: B1: Rubber Base, Roppe Pinnacle Rubber Base, 4" Standard Toe, Color: 123 Charcoal

CABINETS:

Cabinets shall be Flush Overlay Frameless style and comply with AWI Premium Grade Cabinets. Hardware to be manufacturers standard with brushed stainless-steel finish.

PLASTIC LAMINATE:

- PL-1: Wilsonart, Steel Mesh, 4879-38
PL-2: Nevamar, Silver Dollar AG8000-SD
PL-3: Wilsonart, Palisades Oak 7987-38

WOOD TRANSACTION COUNTER:

Windfall Lumber, Tropics Cladding in single stick to match accent wall, with a maple top

WOOD ACCENT WALL: Windfall Lumber, Tropics Cladding (multi-level), horizontal orientation, Toffee stain

TACKABLE SURFACE: Natural cork, self healing, 1/4" thick min.

PAINT:

- P-1: field paint at walls, and door frames: Sherwin Williams, Lazy Gray, SW 6254
P-2: accent wall: Sherwin Williams, Bracing Blue, SW 6242
P-3: accent wall: Sherwin Williams, Tupelo Tree, SW 6417

CONTACTS:

Windfall Lumber contacts:
Steve Gerrish steve@hightidelines.com, 206.877.2244

Jerry Austin Jerry@windfall.design, 360.352.2250

Interface contact: Izzy Loberg, Isabelle.Loberg@interface.com, 425.758.7318

Gerflor contact: Charlie Bowen, cbowen@gerflorusa.com, 360.702.7722

DOOR SCHEDULE

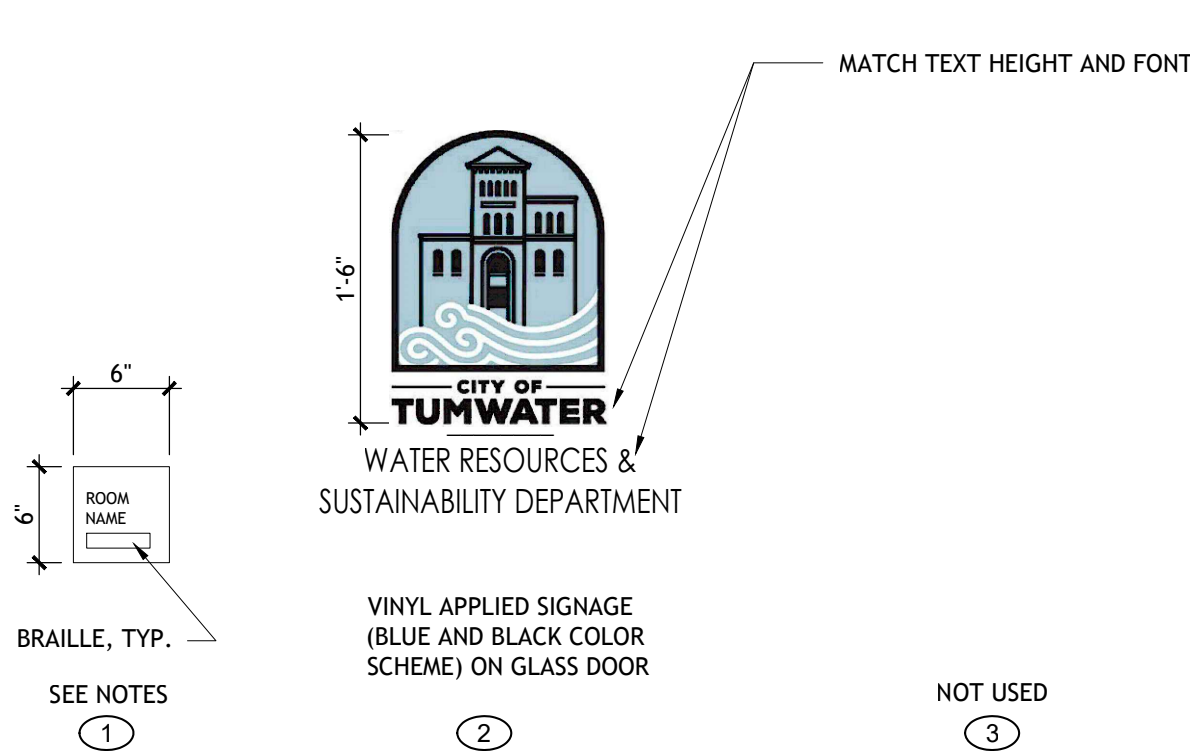
NO.	TYPE	RATING	DOOR			FRAME	SPSCC DOOR HARDWARE TYPE	REMARKS
			SIZE	MATERIAL & FINISH	GLASS			
111	E	-	-	REFINISH / CLEAR	-	HM / PAINT	10	EXISTING DOOR AND HARDWARE
112	2	-	3'-0" X 7'-0"	WOOD / CLEAR FINISH	TEMPERED	HM / PAINT	1	SIGNAGE ON GLASS
113	E	-	-	REFINISH / CLEAR	-	HM / PAINT	3	
114A	E	-	-	REFINISH / CLEAR	-	HM / PAINT	1	
114B	E	-	-	REFINISH / CLEAR	-	HM / PAINT	PASSAGE LOCKSET	
114C	E	-	-	REFINISH / CLEAR	-	HM / PAINT	PASSAGE LOCKSET	
115A	1	-	3'-0" X 3'-6"	WOOD / PL-2	-	HM / PAINT	PASSAGE LOCKSET	
115B	E	-	-	PAINT	-	HM / PAINT	17	
116	2	-	3'-0" X 7'-0"	WOOD / CLEAR FINISH	TEMPERED	HM / PAINT	10	
117	2	-	3'-0" X 7'-0"	WOOD / CLEAR FINISH	TEMPERED	HM / PAINT	10	
118A	1	-	3'-0" X 7'-0"	WOOD / CLEAR FINISH	-	HM / PAINT	PASSAGE LOCKSET	
118B	E	-	-	PAINT	-	HM / PAINT	17	

FINISH SCHEDULE

ROOM		FLOOR	BASE	WALLS	SIGN TYPE 1 ROOM NAME	REMARKS
107	ENTRY	EXISTING	B1	PAINT		MATCH EXISTING FINISHES IN HALL AT WALL INFILL
111	MEETING	CARPET TILE 1	B1	PAINT	MEETING ROOM CITY OF TUMWATER	
112	LOBBY	CARPET TILE 3	B1	PAINT / WOOD ACCENT		SEE INTERIOR ELEVATIONS FOR SIGNAGE
113	CONFERENCE ROOM	CARPET TILE 2	B1	PAINT	CONFERENCE ROOM - CITY OF TUMWATER	
114	BREAK ROOM	RESILIENT	B1	PAINT		
115	OPEN OFFICE	CARPET TILE 1 & 3	B1	PAINT		SEE FLOOR PLAN FOR LOCATION OF CARPET COLOR CHANGE
116	OFFICE	CARPET TILE 2	B1	PAINT		
117	OFFICE	CARPET TILE 2	B1	PAINT		
118	WORK ROOM	RESILIENT	B1	PAINT		

SPSCC DOOR HARDWARE TYPES

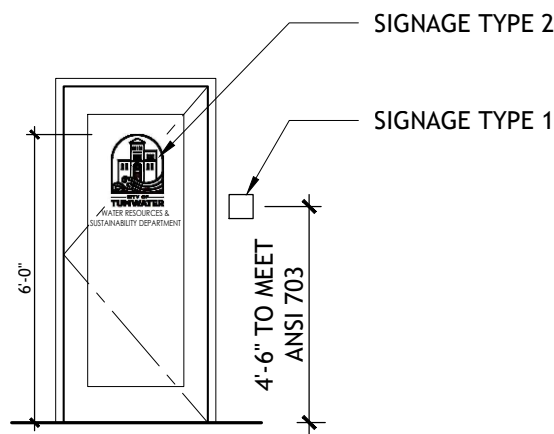
1. Class Room
 - a. Best Capable Core, 7 pin system, per college master keying plan
 - b. Fully Locked
 - c. Fully Unlocked
 - d. Thumb Throw Deadbolt/lockdown (visual indicator by color)
 - e. Door Stop; Trimco Stops 1270WV or 12147 or approved equal
2. Not Used
3. Conference Room
 - a. Best Capable Core, 7 pin system, per college master keying plan
 - b. Fully Locked
 - c. Fully Unlocked
 - d. Thumb Throw Deadbolt/lockdown (visual indicator by color)
 - e. Door Stop; Trimco Stops 1270WV or 12147 or approved equal
4. Not Used
5. Not Used
6. Not Used
7. Not Used
8. Not Used
9. Not Used
10. Individual Office
 - a. Best Capable Core, 7 pin system, per college master keying plan
 - b. Fully Locked
 - c. Fully Unlocked
 - d. Door Stop; Trimco Stops 1270WV / 12147 or approved equal
11. Not Used
12. Not Used
13. Not Used
14. Not Used
15. Not Used
16. Not Used
17. Exterior Entrance Single Door (NOT FOR PUBLIC USE)
 - a. Best Capable Core, 7 pin system, per college master keying plan
 - b. Door Closer; Precision Hardware Apex 2000 Series QDC120 or approved equal
 - c. Door Stop; Trimco Stops 1270WV or 12147 or approved equal
 - d. Kickplate; Trimco Plates KA038-36" or approved equal
18. Not Used
19. Not Used



SIGNAGE TYPES



- NOTES: SIGN TYPE 1**
1. ALL SIGNS TO BE HIGH CONTRAST, RAISED TEXT & BRAILLE PER ANSI, ICC A117.1-2009, CHAPTER 7
 2. FONT: APPROVED BY OWNER, 3/4" HT.
 3. FOR ROOM NAME, SEE FINISH SCHEDULE
 4. SIGN TYPE 1 SHALL BE 1/4" PLASTIC, SURFACE COLOR: CHARCOAL GRAY OR SIM. WITH WHITE TEXT & PICTOGRAMS.
 5. SEE FLOOR PLAN FOR SIGN LOCATION



TYPICAL MOUNTING HEIGHTS

swalling
WALK
ARCHITECTS

525 Columbia St NW, Suite 201
Olympia, Washington 98501

360.539.5175

www.swallingwalk.com

Tenant Improvements for
City of Tumwater WRS Offices

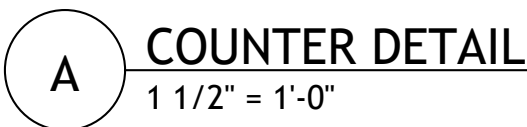
2011 Mottman Road SW, Building 32
Olympia, WA 98512

8804
REGISTERED
ARCHITECT
KARA A WALK
STATE OF WASHINGTON

PROJECT No.
22313
PARCEL No.
12828110500
DATE
12-13-2023
REVISIONS

PERMIT
SET
SCHEDULES,
DOOR, RELITE
SIGN TYPES,
DETAILS

A4





OWNER FURNISHED, OWNER INSTALLED

FURNITURE FIXTURES & EQUIPMENT PLAN

$$1/4" = 1' - 0"$$

NOTE:

DRAWING FOR REFERENCE ONLY. FURNITURE
TO BE PROVIDED BY OWNER INDEPENDENT OF
CONSTRUCTION.



Tenant Improvements for City of Tumwater WRS Offices

2011 Mottman Road SW, Building 32
Olympia, WA 98512



PROJECT No. _____

22313

PARCEL No.

12828110500

DATE _____

12-13-2023

REVISIONS

PERMIT
SET

FURNITURE FIXTURES AND EQUIPMENT PLAN

A6

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*Attachment B***SUBCONTRACTOR LIST**

Prepared in Compliance with RCW 39.30.060

Project Name: **PROJECT NAME HERE**

Subcontractors that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be named below, or name the bidder for the work.

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW, or identify the bidder for the work will result in your bid being non-responsive and therefore void.

The categories of work and estimated value of the work are to be listed below the Subcontractor's name.

Subcontractor Name_____

Subcontractor Name_____

Subcontractor Name_____

Subcontractor Name_____

Subcontractor Name_____

Subcontractor Name_____

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*Attachment C***NON-DISCRIMINATION IN BENEFITS AFFIDAVIT**

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

State of Washington)

) ss

County of)

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

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

Signed_____
Type/Print Name

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

Type/Print Name

Notary Public in and for the State of
Washington.

My commission expires _____.

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*Attachment D***NON-DISCRIMINATION CERTIFICATE**

State of Washington)
) ss
 County of _____)

The bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the services and/or materials hereunder and that the bidder shall not refuse to hire any person therefore because of such person's race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law, unless based on a bona fide occupational qualification. Also, the bidder will in no manner discriminate against any person because of such person's race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

**Tenant Improvements for City of Tumwater Office Space at South Puget Sound
Community College**

 Name of Bidder's Firm

 Signature of Authorized Representative of
 Bidder

 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: _____

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Attachment E**CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date August 16, 2018, that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

 Bidder

 Signature of Authorized Official*

 Printed Name

 Title

 Date

 City

 State

Check One:

 Individual ☐

 Partnership ☐

 Joint Venture ☐

 Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

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Exhibit A

CITY OF TUMWATER

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor:

Project:

The City of Tumwater has determined that the Tenant Improvements for City of Tumwater Office Space at South Puget Sound Community College

has been Physically Completed per Section 1-08.5 of the Standard Specifications as of

_____, 20____, for all work that the contract requires.

This date shall constitute physical completion of the contract but shall not imply the City's acceptance of the work or contract.

Sincerely,

Manager

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Exhibit B**CONTRACT CHANGE ORDER AGREEMENT**

PROJECT: PROJECT #: CONTRACTOR:	CHANGE ORDER NO: _____ ORIGINAL CONTRACT AMOUNT: _____ UNDER ESTIMATE NO: _____
---	---

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

SUMMARY OF PROPOSED CHANGE:

Following describes the proposed change in the Work:

The amount of working/calendar days that will be added to the total authorized contract days as a result of _____

APPROVED BY:

CONTRACTOR: _____

DATE: _____

DIRECTOR, WATER RESOURCES & SUSTAINABILITY _____

DATE: _____

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Exhibit C**NOTICE TO LABOR UNIONS OR OTHER EMPLOYMENT ORGANIZATIONS OF
NONDISCRIMINATION IN EMPLOYMENT**

TO: ALL EMPLOYEES

AND TO: _____
(Name of Union or Organization)

The undersigned currently holds contract(s) with _____
involving funds or credit of the City of Tumwater, Washington, or (a) subcontract(s) with a
prime contractor holding such contract(s).

You are advised that, under the provisions of the above contract(s) or subcontract(s) and in
accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the
undersigned is obliged not to discriminate against any employee or applicant of
employment because of race, religion, creed, color, national origin, sex, marital status,
disability, sexual orientation, age or other basis prohibited by state or federal law. This
obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR
TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or
subcontractor(s) and Executive Order 11246.

Copies of this Notice will be posted by the undersigned in conspicuous places available to
employees or applicants for employment.

Complaints may be submitted to the Project Manager,
City of Tumwater, 555 Israel Road SW, Tumwater, WA 98501

Signed_____
(Contractor or Subcontractor)_____
Type/Print Name_____
Date

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Exhibit D**CERTIFICATE OF INSURANCE**

This is to certify to the City of Tumwater, Washington that the following policies are in force for:

Name of Insured _____

Address _____

Contract Title and/or Description of Job _____

1. GENERAL LIABILITY

A. Commercial, General Liability Insurance, and Business Automobile Liability Insurance with limits of not less than:

- (1) Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit (or as allowed in Public Works Contract Section 9 affording total liability limits of not less than stated).
- (2) Business Automobile Liability Coverage (including any and all leased, owned, hired or non-owned vehicles used in any activities associated with this contract) with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury, including personal injury or death, and property damage.

B. The following coverages are included in both Primary and Excess Liability Contracts.

- | | |
|---|--|
| (1) Broad Form Property Damage Coverage | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (2) Blanket Broad Form Contractual | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (3) Stop-Gap Employer's Contingent Liability | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (4) Underground Damage, Collapse and Blasting
or Explosion | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (5) Contractor's Protective | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (6) Personal Injury Liability
(Libel, Slander, Defamation, etc.) | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (7) Products and Completed Operations | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (8) Non-owned and Hired Auto Coverage | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (9) Mobile Equipment | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (10) _____ | YES <input type="checkbox"/> NO <input type="checkbox"/> |

C. General Requirements of Policy(ies) shall include, but not be limited to:

- (1) City of Tumwater is an additional named insured by endorsement as respects this contract and such insurance as is carried by the contractor is primary.
- (2) In the event of non-renewal, cancellation or material change in the coverage provided, thirty (30) days written notice shall be furnished the City of Tumwater prior to the date of non-renewal, cancellation or change, such notice to be sent to City of Tumwater Risk Manager, 555 Israel Road SW, Tumwater, WA 98501.

- (3) City of Tumwater has no obligation to report occurrences unless a claim is filed with the City of Tumwater; and City of Tumwater has no obligation to pay premiums.
- (4) The contractor's insurance policies contain a "cross liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

Insurance Company(ies)	Policy No.	Effective	Expires

I, _____, hereby certify that I am an Authorized Representative of the above named insurance company(ies); that I have read the foregoing Certificate of Insurance and know the contents thereof; and that the policies of Insurance listed above provide the insurance coverage required by this Certificate of Insurance.

Authorized Representative

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: _____

The undersigned further certifies that the above signed is his authorized insurance representative.

Contractor

Type/Print Name

2. COMPENSATION INSURANCE

The following coverages are provided as indicated:

A. Workman's Compensation Act of the State of Washington
(Account No. _____)

B. United States Longshoremen's and Harborworker's Compensation Act:

YES ☐ NO ☐

Insurance Company(ies)	Policy No.	Effective	Expires

I, _____, hereby certify that I am an Authorized Representative of the above named insurance company(ies); that I have read the foregoing Certificate of Insurance and know the contents thereof; and that the policies of insurance listed above provide the insurance coverage required by this Certificate of Insurance.

Authorized Representative

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: _____

The undersigned further certifies that the above signed is his authorized insurance representative.

Contractor

Type/Print Name

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Exhibit E-1**CITY OF TUMWATER
PERFORMANCE BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned _____, (“Principal”) and _____, the undersigned corporation organized and existing under the laws of the State of _____ and legally doing business in the State of Washington as a surety (“Surety”), are held and firmly bonded unto the City of Tumwater, a Washington municipal corporation (“City”) in the penal sum of _____ Dollars and no/100 (\$_____) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into a Contract with the City dated _____, 2024 for the Tenant Improvements for City of Tumwater Office Space at South Puget Sound Community College.

NOW, THEREFORE, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Agreement within a period of one (1) year after its final acceptance thereof by the City, then this obligation shall be void; but otherwise, if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that

it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma ("WAMS"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, www.usamwa.com. The Surety shall not interplead prior to completion of the mediation.

DATED this _____ day of _____, 2024

.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By _____

Type/Print Name

Title

Address

CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was _____ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Type/Print Name

Secretary or Assistant Secretary

CORPORATE SEAL OF SURETY: [SURETY]

By: _____
Attorney-in-Fact
(Attach Power of Attorney)

Name of Person Executing Bond

Address

Phone

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

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Exhibit E-2**CITY OF TUMWATER
PAYMENT BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned _____, ("Principal") and _____, the undersigned corporation organized and existing under the laws of the State of _____ and legally doing business in the State of Washington as a surety ("Surety"), are held and firmly bonded unto the City of Tumwater, a Washington municipal corporation ("City") in the penal sum of _____ Dollars and no/100 (\$_____) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into a Contract with the City dated _____, 2024 for the Tenant Improvements for City of Tumwater Office Space at South Puget Sound Community College.

NOW, THEREFORE if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, this statutory Payment Bond shall become null and void, and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it

has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma ("WAMS"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, www.usamwa.com. The Surety shall not interplead prior to completion of the mediation.

DATED this _____ day of _____, 2024.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By _____

Type/Print Name

Title

Address

CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was _____ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Type/Print Name

Secretary or Assistant Secretary

CORPORATE SEAL OF SURETY: [SURETY]

By: _____
Attorney-in-Fact
(Attach Power of Attorney)

Name of Person Executing Bond

Address

Phone

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

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Exhibit F**CITY OF TUMWATER****CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE****(Choose ONLY One)**

The owner shall withhold the retained percentage for this contract from time-to-time as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby elect to have the retained percentage for this contract held in a fund by the owner until sixty (60) days following final acceptance of the work. (No interest will be earned on the retained percentage amount under this election).

Contractor

By

Type/Print Name

Date

➤ ➤ ➤ ➤ ➤ ➤ **OR** ➤ ➤ ➤ ➤ ➤ ➤ ➤

I hereby elect to have the owner deposit the retained percentage for this contract, from time-to-time, as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby designate _____ as the depository for said funds, which shall be deposited in an interest earning account subject to joint control by owner and the contractor. All interest earned on said deposits shall belong to the contractor. If contractor fails to designate the depository, then the owner designates

_____, which is the owner's depository under contract between said bank and the City of Tumwater.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of establishing said depository account and depositing the retained percentage as authorized by statute. The owner shall not be liable in any way for any costs or fees in connection therewith.

Contractor

By

Type/Print Name

Date

➤ ➤ ➤ ➤ ➤ ➤ ➤ **OR** ➤ ➤ ➤ ➤ ➤ ➤ ➤

Complete, with appropriate signatures, the following **Exhibit G RETAINAGE BOND TO CITY OF TUMWATER**, if choosing to bond for retainage.

CERTIFICATION FOR RELEASE OF CONTRACT RETAINAGE

Project Title:

I hereby certify that all work required by the above cited contract was completed on _____ and final acceptance by the City was granted on _____.

I also certify that no liens have been received within 60 days from the above date from any person, persons, mechanics, subcontractors or materialmen who has performed any work or provided any material of subject contract.

Contract Manager

Type/Print Name

Department Director

Type/Print Name

Also, please find attached certifications by the applicable state agencies of the receipt of: 1) Washington State Business Taxes (Washington State Dept. of Revenue); 2) Industrial Insurance Premiums (State Dept. of Labor & Industries); and 3) Employment Security, Unemployment Insurance Premiums (State of Washington Employment Security Dept.)

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Exhibit G**RETAINAGE BOND TO CITY OF TUMWATER**

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, _____, as principal ("Principal"), and _____, a Corporation organized and existing under the laws of the State of _____, as a surety Corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Contractors with Municipal Corporations, as surety ("Surety"), are jointly and severally held and firmly bonded to the City of Tumwater ("City") in the penal sum of: _____ (\$ _____) for the payment of which sum we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

A. This obligation is entered into in pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted; and

B. Pursuant to proper authorization, the Mayor is authorized to enter into a certain contract with the Principal, providing for the _____ project, which contract is incorporated herein by this reference ("Contract"), and

C. Pursuant to State law, Chapter 60.28 RCW, the City is required to reserve from the monies earned by the Principal pursuant to the contract, a sum not to exceed five percent (5%), said sum to be retained by the City as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialmen who shall perform any labor upon such contract or the doing of such work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and the State with the respect to taxes imposed pursuant to Title 82 RCW which may be due from said Principal. Every person performing labor or furnishing supplies towards completion of said improvement or work shall have a lien on said monies so reserved, provided that such notice of the lien of such claimant shall be given in the manner and within the time provided in RCW 39.08.030 as now existing and in accordance with any amendments that may hereafter be provided thereto; and

D. State law further provides that with the consent of the City, the Principal may submit a bond for all or any portion of the amount of funds retained by the public body in a form acceptable to the public body conditioned upon such bond any proceeds therefrom being made subject to all claims and liens and in the same manner and priority as set forth retained percentages pursuant to Chapter 60.28 RCW; and

E. The Principal has accepted, or is about to accept, the Contract, and undertake to perform the work therein provided for in the manner and within the time set forth, for the amount of \$ _____; and

F. The City is prepared to release any required retainage money previously paid by the Principal prior to acceptance and successful operation and fulfillment of all other terms of said contract upon being indemnified by these presents,

NOW, THEREFORE, if the Principal shall perform all the provisions of the Contract in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, and shall pay all laborers, mechanics,

subcontractors and material men or women, and all persons who shall supply the Principal or subcontractors with provisions and supplies for the carrying on of said work, and if the Principal shall pay to the State all taxes imposed pursuant to Title 82 RCW which may be due from such Principal as a result of this contract then and in the event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Retainage Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma ("WAMS"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, www.usamwa.com. The Surety shall not interplead prior to completion of the mediation.

The parties have executed this instrument under their separate seals this ____ day of _____, 2019, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By: _____

Type/Print Name

Title: _____

Address: _____

CORPORATE SEAL OF SURETY: [SURETY]

By: _____

Attorney-in-Fact
(Attach Power of Attorney)

Type/Print Name

Title: _____

Address: _____

CERTIFICATES AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was _____ of said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary or Assistant Secretary

Type/Print Name

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Surety in the within bond; that _____, who signed the said bond on behalf of the Surety, was _____ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary or Assistant Secretary

Type/Print Name

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Prevailing Wage Rates for Public Works Contracts

[Help for this page](#)
[Printer Friendly](#) 

Look Up Journey Level Rates

Important Note about Rates: Choosing correct worker classifications depends upon *determinations* published by L&I. [Review our Determinations.](#)

Look up Prevailing Wage rates with effective dates as far back as March 4, 1998.

[Which rates \(effective date\) should you select?](#)

[When are Prevailing Wage rates updated?](#)

Select County

Adams

Asotin

Benton

Chelan

Clallam

Clark

Columbia

Cowlitz

Douglas

Ferry

Select Trade

Asbestos Abatement Workers

Boilermakers

Brick And Marble Masons

Brick Mason

Bricklayers & Marble Masons

Building Service Employees

Cabinet Makers (In Shop)

Carpenters

Cement Masons

Divers & Tenders

Effective Date: 12/19/2023


[Get Wages](#)
[Download Wages](#)
[Apprentice Wages](#)

Benefit Code Key for 12/19/2023

Note: Select View under *Risk Class to verify workers compensation insurance on your project. Use this tool to find and understand the insurance risk classifications to pay for the trade and occupations you are utilizing on your project. Workers' compensation risk classifications are determined by the nature of your project, nature of business or phase of construction.

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Thurston	Asbestos Abatement Workers	Journey Level	\$59.07	<u>5D</u>	<u>1H</u>		View
Thurston	Boilermakers	Journey Level	\$74.29	<u>5N</u>	<u>1C</u>		View
Thurston	Brick Mason	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		View
Thurston	Brick Mason	Pointer-Caulker-Cleaner	\$69.07	<u>7E</u>	<u>1N</u>		View
Thurston	Building Service Employees	Janitor	\$15.74		<u>1</u>		View
Thurston	Building Service Employees	Shampooer	\$15.74		<u>1</u>		View
Thurston	Building Service Employees	Waxer	\$15.74		<u>1</u>		View
Thurston	Building Service Employees	Window Cleaner	\$15.74		<u>1</u>		View
Thurston	Cabinet Makers (In Shop)	Journey Level	\$15.74		<u>1</u>		View
Thurston	Carpenters	Acoustical Worker	\$74.96	<u>15J</u>	<u>4C</u>		View
Thurston	Carpenters	Bridge, Dock And Wharf Carpenters	\$74.96	<u>15J</u>	<u>4C</u>		View
Thurston	Carpenters	Floor Layer & Floor Finisher	\$74.96	<u>15J</u>	<u>4C</u>		View
Thurston	Carpenters	Journey Level	\$74.96	<u>15J</u>	<u>4C</u>		View
Thurston	Carpenters	Scaffold Erector	\$74.96	<u>15J</u>	<u>4C</u>		View
Thurston	Cement Masons	Application of all Composition Mastic	\$72.87	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Application of all Epoxy Material	\$72.37	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Application of all Plastic Material	\$72.87	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Application of Sealing Compound	\$72.37	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Application of Underlayment	\$72.87	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Building General	\$72.37	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Composition or Kalman Floors	\$72.87	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Concrete Paving	\$72.37	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Curb & Gutter Machine	\$72.87	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Curb & Gutter, Sidewalks	\$72.37	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Curing Concrete	\$72.37	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Finish Colored Concrete	\$72.87	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Floor Grinding	\$72.87	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Floor Grinding/Polisher	\$72.37	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Green Concrete Saw, self-powered	\$72.87	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Grouting of all Plates	\$72.37	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Grouting of all Tilt-up Panels	\$72.37	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Guniting Nozzleman	\$72.87	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Hand Powered Grinder	\$72.87	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Journey Level	\$72.37	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Patching Concrete	\$72.37	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Pneumatic Power Tools	\$72.87	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Power Chipping & Brushing	\$72.87	<u>15J</u>	<u>4U</u>		View

Thurston	Cement Masons	Sand Blasting Architectural Finish	\$72.87	15J	4U		View
Thurston	Cement Masons	Screed & Rodding Machine	\$72.87	15J	4U		View
Thurston	Cement Masons	Spackling or Skim Coat Concrete	\$72.37	15J	4U		View
Thurston	Cement Masons	Troweling Machine Operator	\$72.87	15J	4U		View
Thurston	Cement Masons	Troweling Machine Operator on Colored Slabs	\$72.87	15J	4U		View
Thurston	Cement Masons	Tunnel Workers	\$72.87	15J	4U		View
Thurston	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$129.71	15J	4C		View
Thurston	Divers & Tenders	Dive Supervisor/Master	\$93.94	15J	4C		View
Thurston	Divers & Tenders	Diver	\$129.71	15J	4C	8V	View
Thurston	Divers & Tenders	Diver On Standby	\$88.94	15J	4C		View
Thurston	Divers & Tenders	Diver Tender	\$80.82	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$93.26	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$98.26	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$102.26	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$107.26	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$109.76	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$114.76	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$116.76	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$118.76	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$120.76	15J	4C		View
Thurston	Divers & Tenders	Manifold Operator	\$80.82	15J	4C		View
Thurston	Divers & Tenders	Manifold Operator Mixed Gas	\$85.82	15J	4C		View
Thurston	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$80.82	15J	4C		View
Thurston	Divers & Tenders	Remote Operated Vehicle Tender	\$75.41	15J	4C		View
Thurston	Dredge Workers	Assistant Engineer	\$79.62	5D	3F		View
Thurston	Dredge Workers	Assistant Mate (Deckhand)	\$79.01	5D	3F		View
Thurston	Dredge Workers	Boatmen	\$79.62	5D	3F		View
Thurston	Dredge Workers	Engineer Welder	\$81.15	5D	3F		View
Thurston	Dredge Workers	Leverman, Hydraulic	\$82.77	5D	3F		View
Thurston	Dredge Workers	Mates	\$79.62	5D	3F		View
Thurston	Dredge Workers	Oiler	\$79.01	5D	3F		View
Thurston	Drywall Applicator	Journey Level	\$74.96	15J	4C		View
Thurston	Drywall Tapers	Journey Level	\$74.50	5P	1E		View
Thurston	Electrical Fixture Maintenance Workers	Journey Level	\$29.54		1		View
Thurston	Electricians - Inside	Cable Splicer	\$88.45	5C	1G		View
Thurston	Electricians - Inside	Journey Level	\$82.57	5C	1G		View
Thurston	Electricians - Inside	Lead Covered Cable Splicer	\$94.34	5C	1G		View
Thurston	Electricians - Inside	Welder	\$88.45	5C	1G		View
Thurston	Electricians - Motor Shop	Craftsman	\$15.74		1		View
Thurston	Electricians - Motor Shop	Journey Level	\$15.74		1		View
Thurston	Electricians - Powerline Construction	Cable Splicer	\$93.00	5A	4D		View
Thurston	Electricians - Powerline Construction	Certified Line Welder	\$85.42	5A	4D		View
Thurston	Electricians - Powerline Construction	Groundperson	\$55.27	5A	4D		View
Thurston	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	5A	4D		View
Thurston	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	5A	4D		View
Thurston	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	5A	4D		View
Thurston	Electricians - Powerline Construction	Meter Installer	\$55.27	5A	4D	8W	View
Thurston	Electricians - Powerline Construction	Pole Sprayer	\$85.42	5A	4D		View
Thurston	Electricians - Powerline Construction	Powderperson	\$63.50	5A	4D		View
Thurston	Electronic Technicians	Journey Level	\$53.46	6Z	1B		View
Thurston	Elevator Constructors	Mechanic	\$107.49	7D	4A		View
Thurston	Elevator Constructors	Mechanic In Charge	\$116.13	7D	4A		View
Thurston	Fabricated Precast Concrete Products	Journey Level	\$15.74		1		View
Thurston	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$15.74		1		View
Thurston	Fence Erectors	Fence Erector	\$50.07	15J	11P	8Y	View
Thurston	Fence Erectors	Fence Laborer	\$50.07	15J	11P	8Y	View
Thurston	Flaggers	Journey Level	\$50.07	15J	11P	8Y	View
Thurston	Glaziers	Journey Level	\$79.16	7L	1Y		View
Thurston	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$87.15	15H	11C		View
Thurston	Heating Equipment Mechanics	Journey Level	\$96.42	7F	1E		View
Thurston	Hod Carriers & Mason Tenders	Journey Level	\$62.49	15J	11P	8Y	View
Thurston	Industrial Power Vacuum Cleaner	Journey Level	\$15.74		1		View
Thurston	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
Thurston	Inland Boatmen	Cook	\$56.48	5B	1K		View
Thurston	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
Thurston	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
Thurston	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
Thurston	Inland Boatmen	Mate	\$57.31	5B	1K		View
Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$15.74		1		View

Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$15.74		1		View
Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$15.74		1		View
Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$25.00		1		View
Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$15.74		1		View
Thurston	Insulation Applicators	Journey Level	\$74.96	15J	4C		View
Thurston	Ironworkers	Journeyman	\$85.80	15K	11N		View
Thurston	Laborers	Air, Gas Or Electric Vibrating Screed	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Airtrac Drill Operator	\$60.90	15J	11P	8Y	View
Thurston	Laborers	Ballast Regular Machine	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Batch Weighman	\$50.07	15J	11P	8Y	View
Thurston	Laborers	Brick Pavers	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Brush Cutter	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Brush Hog Feeder	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Burner	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Caisson Worker	\$60.90	15J	11P	8Y	View
Thurston	Laborers	Carpenter Tender	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Cement Dumper-paving	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Cement Finisher Tender	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Change House Or Dry Shack	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Chipping Gun (30 Lbs. And Over)	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Chipping Gun (Under 30 Lbs.)	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Choker Setter	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Chuck Tender	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Clary Power Spreader	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Clean-up Laborer	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Concrete Dumper/Chute Operator	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Concrete Form Stripper	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Concrete Placement Crew	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Concrete Saw Operator/Core Driller	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Crusher Feeder	\$50.07	15J	11P	8Y	View
Thurston	Laborers	Curing Laborer	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Ditch Digger	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Diver	\$60.90	15J	11P	8Y	View
Thurston	Laborers	Drill Operator (Hydraulic, Diamond)	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Dry Stack Walls	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Dump Person	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Epoxy Technician	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Erosion Control Worker	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Faller & Bucker Chain Saw	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Fine Graders	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Firewatch	\$50.07	15J	11P	8Y	View
Thurston	Laborers	Form Setter	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Gabian Basket Builders	\$59.07	15J	11P	8Y	View
Thurston	Laborers	General Laborer	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Grade Checker & Transit Person	\$62.49	15J	11P	8Y	View
Thurston	Laborers	Grinders	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Grout Machine Tender	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Guardrail Erector	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Hazardous Waste Worker (Level A)	\$60.90	15J	11P	8Y	View
Thurston	Laborers	Hazardous Waste Worker (Level B)	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Hazardous Waste Worker (Level C)	\$59.07	15J	11P	8Y	View
Thurston	Laborers	High Scaler	\$60.90	15J	11P	8Y	View
Thurston	Laborers	Jackhammer	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Laserbeam Operator	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Maintenance Person	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Manhole Builder-Mudman	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Material Yard Person	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Mold Abatement Worker	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Motorman-Dinky Locomotive	\$62.59	15J	11P	8Y	View
Thurston	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$62.49	15J	11P	8Y	View
Thurston	Laborers	Pavement Breaker	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Pilot Car	\$50.07	15J	11P	8Y	View
Thurston	Laborers	Pipe Layer (Lead)	\$62.49	15J	11P	8Y	View
Thurston	Laborers	Pipe Layer/Tailor	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Pipe Pot Tender	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Pipe Reliner	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Pipe Wrapper	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Pot Tender	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Powderman	\$60.90	15J	11P	8Y	View

Thurston	Laborers	Powderman's Helper	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Power Jacks	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Railroad Spike Puller - Power	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Raker - Asphalt	\$62.49	15J	11P	8Y	View
Thurston	Laborers	Re-timberman	\$60.90	15J	11P	8Y	View
Thurston	Laborers	Remote Equipment Operator	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Rigger/Signal Person	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Rip Rap Person	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Rivet Buster	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Rodder	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Scaffold Erector	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Scale Person	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Sloper (Over 20")	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Sloper Sprayer	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Spreader (Concrete)	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Stake Hopper	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Stock Piler	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Swinging Stage/Boatswain Chair	\$50.07	15J	11P	8Y	View
Thurston	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Tamper (Multiple & Self-propelled)	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Toolroom Person (at Jobsite)	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Topper	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Track Laborer	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Track Liner (Power)	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Traffic Control Laborer	\$53.54	15J	11P	9C	View
Thurston	Laborers	Traffic Control Supervisor	\$56.73	15J	11P	9C	View
Thurston	Laborers	Truck Spotter	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Tugger Operator	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$175.79	15J	11P	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$180.82	15J	11P	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$184.50	15J	11P	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$190.20	15J	11P	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$192.32	15J	11P	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$197.42	15J	11P	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$199.32	15J	11P	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$201.32	15J	11P	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$203.32	15J	11P	9B	View
Thurston	Laborers	Tunnel Work-Guage and Lock Tender	\$62.59	15J	11P	8Y	View
Thurston	Laborers	Tunnel Work-Miner	\$62.59	15J	11P	8Y	View
Thurston	Laborers	Vibrator	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Vinyl Seamer	\$59.07	15J	11P	8Y	View
Thurston	Laborers	Watchman	\$45.51	15J	11P	8Y	View
Thurston	Laborers	Welder	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Well Point Laborer	\$60.15	15J	11P	8Y	View
Thurston	Laborers	Window Washer/Cleaner	\$45.51	15J	11P	8Y	View
Thurston	Laborers - Underground Sewer & Water	General Laborer & Topman	\$59.07	15J	11P	8Y	View
Thurston	Laborers - Underground Sewer & Water	Pipe Layer	\$60.15	15J	11P	8Y	View
Thurston	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$45.51	15J	11P	8Y	View
Thurston	Landscape Construction	Landscape Operator	\$77.82	15J	3K	8X	View
Thurston	Landscape Maintenance	Groundskeeper	\$15.74		1		View
Thurston	Lathers	Journey Level	\$74.96	15J	4C		View
Thurston	Marble Setters	Journey Level	\$69.07	7E	1N		View
Thurston	Metal Fabrication (In Shop)	Fitter	\$27.10	6T	2U		View
Thurston	Metal Fabrication (In Shop)	Laborer	\$16.91	6T	2U		View
Thurston	Metal Fabrication (In Shop)	Layrout	\$30.63	6T	2U		View
Thurston	Metal Fabrication (In Shop)	Machine Operator	\$20.86	6T	2U		View
Thurston	Metal Fabrication (In Shop)	Welder	\$24.74	6T	2U		View
Thurston	Millwright	Journey Level	\$76.51	15J	4C		View
Thurston	Modular Buildings	Cabinet Assembly	\$15.74		1		View
Thurston	Modular Buildings	Electrician	\$15.74		1		View
Thurston	Modular Buildings	Equipment Maintenance	\$15.74		1		View
Thurston	Modular Buildings	Plumber	\$15.74		1		View
Thurston	Modular Buildings	Production Worker	\$15.74		1		View
Thurston	Modular Buildings	Tool Maintenance	\$15.74		1		View
Thurston	Modular Buildings	Utility Person	\$15.74		1		View
Thurston	Modular Buildings	Welder	\$15.74		1		View
Thurston	Painters	Journey Level	\$51.71	6Z	11J		View
Thurston	Pile Driver	Crew Tender	\$80.82	15J	4C		View
Thurston	Pile Driver	Journey Level	\$75.41	15J	4C		View
Thurston	Plasterers	Journey Level	\$70.91	7Q	1R		View

Thurston	Plasterers	Nozzleman	\$74.91	<u>7Q</u>	<u>1R</u>		View
Thurston	Playground & Park Equipment Installers	Journey Level	\$15.74		<u>1</u>		View
Thurston	Plumbers & Pipefitters	Journey Level	\$85.72	<u>5A</u>	<u>1G</u>		View
Thurston	Power Equipment Operators	Asphalt Plant Operator	\$79.12	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Assistant Engineer	\$75.29	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Barrier Machine (zipper)	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Batch Plant Operator: Concrete	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Bobcat	\$74.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$74.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Brooms	\$74.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Bump Cutter	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Cableways	\$79.12	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Chipper	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Compressor	\$74.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$79.12	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$74.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$77.82	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Conveyors	\$77.82	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Cranes Friction: 200 tons and over	\$82.49	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$75.29	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$80.86	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$79.35	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.69	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.49	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.05	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$81.69	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$78.74	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Crusher	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Derricks: on building work	\$80.05	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Dozers D-9 & Under	\$77.82	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$77.82	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Drilling Machine	\$79.92	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$75.29	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$78.74	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$75.29	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Gradechecker/stakeman	\$74.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Guardrail punch/Auger	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Hard Tail End Dump Articulating Off-Road Equipment 45 Yards. & Over	\$79.12	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Horizontal/directional Drill Locator	\$77.82	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Horizontal/directional Drill Operator	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$75.29	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	\$78.74	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$79.92	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$79.12	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Loaders, Plant Feed	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Loaders: Elevating Type Belt	\$77.82	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Locomotives, All	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Material Transfer Device	\$78.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$80.86	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Motor patrol graders	\$79.12	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$79.12	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$74.43	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$78.74	<u>7A</u>	<u>11H</u>	<u>8X</u>	View

Thurston	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.35	7A	11H	8X	View
Thurston	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$80.86	7A	11H	8X	View
Thurston	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$80.05	7A	11H	8X	View
Thurston	Power Equipment Operators	Pavement Breaker	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators	Posthole Digger, Mechanical	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators	Power Plant	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators	Pumps - Water	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$75.29	7A	11H	8X	View
Thurston	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators	Rigger and Bellman	\$75.29	7A	11H	8X	View
Thurston	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$78.74	7A	11H	8X	View
Thurston	Power Equipment Operators	Rollagon	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators	Roller, Other Than Plant Mix	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators	Roto-mill, Roto-grinder	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators	Saws - Concrete	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators	Scrapers - Concrete & Carry All	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators	Service Engineers: equipment	\$78.74	7A	11H	8X	View
Thurston	Power Equipment Operators	Shotcrete/gunite Equipment	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$79.92	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$80.74	15J	3K	8X	View
Thurston	Power Equipment Operators	Slipform Pavers	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators	Spreader, Topsider & Screedman	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators	Subgrader Trimmer	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators	Tower Bucket Elevators	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$81.69	7A	11H	8X	View
Thurston	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$80.86	7A	11H	8X	View
Thurston	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	\$82.49	7A	11H	8X	View
Thurston	Power Equipment Operators	Transporters, All Track Or Truck Type	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators	Trenching Machines	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$79.35	7A	11H	8X	View
Thurston	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$78.74	7A	11H	8X	View
Thurston	Power Equipment Operators	Truck Mount Portable Conveyor	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators	Welder	\$80.05	7A	11H	8X	View
Thurston	Power Equipment Operators	Wheel Tractors, Farmall Type	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators	Yo Yo Pay Dozer	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$75.29	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator: Concrete	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Brooms	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Cableways	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Chipper	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Compressor	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$74.43	15J	3K	8X	View

Thurston	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$82.49	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$75.29	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$80.86	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$79.35	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.69	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.49	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.05	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$81.69	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$78.74	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Crusher	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Derricks: on building work	\$80.05	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$79.92	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$75.29	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$78.74	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$75.29	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Gradechecker/stakeman	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Guardrail punch/Auger	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-Road Equipment 45 Yards. & Over	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Locator	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Operator	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$75.29	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$78.74	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$79.92	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$80.86	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Motor patrol graders	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$78.74	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.35	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$80.86	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$80.05	7A	11H	8X	View

Thurston	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	\$75.29	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$75.29	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$78.74	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Service Engineers: equipment	\$78.74	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Shotcrete/gunite Equipment	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$79.92	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Spreader, Toppers & Screedman	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$81.69	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$80.86	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom.	\$82.49	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$79.12	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$77.82	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$79.35	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$78.74	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$78.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Welder	\$80.05	7A	11H	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$74.43	15J	3K	8X	View
Thurston	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$78.43	15J	3K	8X	View
Thurston	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A		View
Thurston	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A		View
Thurston	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A		View
Thurston	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A		View
Thurston	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	5A	4A		View
Thurston	Refrigeration & Air Conditioning Mechanics	Journey Level	\$87.46	5A	1G		View
Thurston	Residential Brick Mason	Journey Level	\$35.53		1		View
Thurston	Residential Carpenters	Journey Level	\$49.93	15J	4C		View
Thurston	Residential Cement Masons	Journey Level	\$18.09		1		View
Thurston	Residential Drywall Applicators	Journey Level	\$49.92	15J	4C		View
Thurston	Residential Drywall Tapers	Journey Level	\$23.25		1		View

Thurston	Residential Electricians	Journey Level	\$43.03	6Z	1B		View
Thurston	Residential Glaziers	Journey Level	\$51.80	7L	1H		View
Thurston	Residential Insulation Applicators	Journey Level	\$24.16		1		View
Thurston	Residential Laborers	Journey Level	\$22.90		1		View
Thurston	Residential Marble Setters	Journey Level	\$35.53		1		View
Thurston	Residential Painters	Journey Level	\$20.77		1		View
Thurston	Residential Plumbers & Pipefitters	Journey Level	\$71.41		1		View
Thurston	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$34.42		1		View
Thurston	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$57.31	7E	1R		View
Thurston	Residential Soft Floor Layers	Journey Level	\$20.67		1		View
Thurston	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$58.26	5C	2R		View
Thurston	Residential Stone Masons	Journey Level	\$35.53		1		View
Thurston	Residential Terrazzo Workers	Journey Level	\$15.74		1		View
Thurston	Residential Terrazzo/Tile Finishers	Journey Level	\$21.96		1		View
Thurston	Residential Tile Setters	Journey Level	\$15.74		1		View
Thurston	Roofers	Journey Level	\$60.90	5A	3H		View
Thurston	Roofers	Using Irritable Bituminous Materials	\$63.90	5A	3H		View
Thurston	Sheet Metal Workers	Journey Level (Field or Shop)	\$96.42	7E	1E		View
Thurston	Shipbuilding & Ship Repair	New Construction Boilermaker	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	New Construction Crane Operator	\$41.83	7V	1		View
Thurston	Shipbuilding & Ship Repair	New Construction Electrician	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$87.15	15H	11C		View
Thurston	Shipbuilding & Ship Repair	New Construction Laborer	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	New Construction Machinist	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$41.83	7V	1		View
Thurston	Shipbuilding & Ship Repair	New Construction Painter	\$51.95	7X	4J		View
Thurston	Shipbuilding & Ship Repair	New Construction Pipefitter	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	New Construction Rigger	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	New Construction Shipwright	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$41.83	7V	1		View
Thurston	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	7Y	4K		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Electrician	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$87.15	15H	11C		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Laborer	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Machinist	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	7Y	4K		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Painter	\$51.95	7X	4J		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Rigger	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	7X	4J		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	7Y	4K		View
Thurston	Sign Makers & Installers (Electrical)	Journey Level	\$18.04		1		View
Thurston	Sign Makers & Installers (Non-Electrical)	Journey Level	\$15.74		1		View
Thurston	Soft Floor Layers	Journey Level	\$66.32	15J	4C		View
Thurston	Solar Controls For Windows	Journey Level	\$15.74		1		View
Thurston	Sprinkler Fitters (Fire Protection)	Journey Level	\$93.99	5C	1X		View
Thurston	Stage Rigging Mechanics (Non Structural)	Journey Level	\$15.74		1		View
Thurston	Stone Masons	Journey Level	\$69.07	7E	1N		View
Thurston	Street And Parking Lot Sweeper Workers	Journey Level	\$16.00		1		View
Thurston	Surveyors	Assistant Construction Site Surveyor	\$78.74	7A	11H	8X	View
Thurston	Surveyors	Chainman	\$75.29	7A	11H	8X	View
Thurston	Surveyors	Construction Site Surveyor	\$80.05	7A	11H	8X	View
Thurston	Surveyors	Drone Operator (when used in conjunction with surveying work only)	\$75.29	7A	11H	8X	View
Thurston	Surveyors	Ground Penetrating Radar	\$75.29	7A	11H	8X	View
Thurston	Telecommunication Technicians	Journey Level	\$53.46	6Z	1B		View
Thurston	Telephone Line Construction - Outside	Cable Splicer	\$40.11	5A	2B		View
Thurston	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.67	5A	2B		View
Thurston	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$33.49	5A	2B		View
Thurston	Telephone Line Construction - Outside	Telephone Lineperson	\$37.90	5A	2B		View
Thurston	Terrazzo Workers	Journey Level	\$62.36	7E	1N		View
Thurston	Tile Setters	Journey Level	\$62.36	7E	1N		View
Thurston	Tile, Marble & Terrazzo Finishers	Finisher	\$53.19	7E	1N		View
Thurston	Traffic Control Stripers	Journey Level	\$89.54	15L	1K		View
Thurston	Truck Drivers	Asphalt Mix Over 16 Yards	\$74.20	15J	11M	8L	View
Thurston	Truck Drivers	Asphalt Mix To 16 Yards	\$73.36	15J	11M	8L	View
Thurston	Truck Drivers	Dump Truck	\$73.36	15J	11M	8L	View

Thurston	Truck Drivers	Dump Truck & Trailer	\$74.20	15J	11M	8L	View
Thurston	Truck Drivers	Other Trucks	\$74.20	15J	11M	8L	View
Thurston	Truck Drivers - Ready Mix	Transit Mix	\$74.20	15J	11M	8L	View
Thurston	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.53		1		View
Thurston	Well Drillers & Irrigation Pump Installers	Oiler	\$15.74		1		View
Thurston	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		View

**Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)**

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		X
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		X
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		X
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		X
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		X

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	X	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

ITEM DESCRIPTION		YES	NO
17.	Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18.	Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19.	Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20.	Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21.	Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22.	Vault Risers - For use with Valve Vaults and Utilities X Vaults.		X
23.	Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24.	Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25.	Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26.	Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

ITEM DESCRIPTION		YES	NO
27.	Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28.	12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29.	Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30.	Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31.	Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32.	Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33.	Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	X	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010](#)(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

**Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)**

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.,) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

TO: City Council
 FROM: Brad Medrud, Planning Manager
 DATE: January 16, 2024
 SUBJECT: Contract with the State Department of Commerce for the 2025 Comprehensive Plan Periodic Update Middle Housing Planning Grant

1) Recommended Action:

Authorize the Mayor to sign the contract with the State Department of Commerce for the 2025 Comprehensive Plan Periodic Update Middle Housing Planning Grant.

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations. For the current cycle, the City is required to complete work on the periodic update by June 30, 2025.

The State Department of Commerce Middle Housing Planning Grant allocation is \$75,000. The grant would allow the City to hire consultants to assist with the state requirement to prepare amendments to the City's development code to support middle housing as part of the 2025 Comprehensive Plan and Development Code periodic update.

On January 10, 2024, the General Government Committee placed the contract on the consent calendar for the City Council's January 16, 2024 meeting.

3) Policy Support:

Goal LU-1: Ensure the Land Use Element is implementable and coordinated with all applicable City plans and the plans of other jurisdictions in the Thurston region.

Policy LU-1.14 Coordinate the Land Use Element with the strategies in the most recent version of the Thurston Climate Mitigation Plan.

4) Alternatives:

☐ Remove from the consent calendar, amend, and approve.

5) Fiscal Notes:

The State Department of Commerce grant is for \$75,000 and will support work as part of the 2025 Development Code periodic update. There is no City match for this grant.

6) Attachments:

A. Contract – Middle Housing Planning Grant



Interagency Agreement with

City of Tumwater

through

Growth Management Services

Contract Number:

24-63336-146

For

Middle Housing Grant

Dated:

Date of Execution

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Face Sheet

Contract Number: 24-63336-146

Local Government Division Growth Management Services Middle Housing Grants

1. Contractor City of Tumwater 555 Israel Road SW Tumwater, WA-98501		2. Regional Planner Carol Holman Carol.Holman@commerce.wa.gov	
3. Contractor Representative Brad Medrud Planning Manager 360-754-4180 bmedrud@ci.tumwater.wa.us		4. COMMERCE Representative Anne Aurelia Fritzel 1011 Plum Street SE Housing Planning Manager Olympia, WA 98504 360-259-5216 Anne.Fritzel@commerce.wa.gov	
5. Contract Amount \$75,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN N/A			
10. Tax ID # N/A	11. SWV # 0007172-00	12. UBI # 344-000-001-001-0001	13. UEI # N/A
14. Contract Purpose For activities that support the preparation and adoption of policies and/or codes and other measures specific to implement middle housing (RCW 36.70A.030(26)) by applicable statutory deadlines.			
<p>COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, and Attachment "B" – Budget.</p>			
FOR CONTRACTOR _____ Debbie Sullivan, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$75,000 (seventy-five thousand dollars), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63336-146.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. Any payment made by COMMERCE for costs that are determined to be duplicate, in Commerce's sole determination, shall be subject to recapture and may result in suspension or termination of this Contract.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B.** "COMMERCE" shall mean the Washington Department of Commerce.
- C.** "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D.** "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F.** "State" shall mean the state of Washington.
- G.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

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. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A.** "Confidential Information" as used in this section includes:
 - i.** All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii.** All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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 COMMERCE. COMMERCE 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, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE 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, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, 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 which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make

a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services 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.

The 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 COMMERCE, personnel duly authorized by COMMERCE, 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.

13. 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, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. 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.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing 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.

COMMERCE 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 COMMERCE 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 COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE 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.

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

The rights and remedies of COMMERCE 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 Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. 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;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative 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 COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. 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 COMMERCE 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 COMMERCE 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 COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE 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.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be 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 COMMERCE.

Attachment A: Scope of Work

Grant Objective: Supported by public engagement activities, research, prepare, and adopt an ordinance that includes Middle Housing amendments as part of the 2025 Development Code update process.

Actions/Steps/ Deliverables	Description	Start Date	End Date
Action 1	Prepare and Distribute Community Engagement Informational Materials related to Middle Housing.	November 2023	June 2025
Step 1.1	Prepare informational materials for the community and stakeholders related to middle housing.	November 2023	June 2025
Step 1.2	Hold community and stakeholder meetings, outreach events, identify and conduct outreach to vulnerable populations, inform and solicit feedback from the community and stakeholders, develop and update social media materials related to Middle Housing.	November 2023	June 2025
Deliverable 1	Public Engagement informational materials for the community and stakeholders related to middle housing.		June 15, 2024
Action 2	Middle Housing Gap Analysis	November 2023	June 2024
Step 2.1	Conduct gap analysis	November 2023	June 2024
Deliverable 2	Gap analysis of current development code regulations and summary of required amendments to make as part of the 2025 Development Code Update Ordinance.		June 15, 2024
Action 3	Public Engagement Results Report	November 2023	June 15, 2025
Step 3.1	Draft public engagement results report.	November 2023	June 2025
Deliverable 3	Public Engagement Results Report addressing Middle Housing, with final informational materials used to engage the public.		June 15, 2025

Action 4	Prepare Draft Middle Housing Development Regulation Amendments.	November 2023	November 2024
Step 4.1	Review and evaluate existing development regulations for needed middle housing related amendments.	November 2023	February 2024
Step 4.2	Review State Department of Commerce Middle Housing Guidance materials, Middle Housing Model Ordinance, and other resources.	November 2023	February 2024
Step 4.3	Develop design guidelines that are in line with state regulations that make infill development easier.	March 2024	October 2024
Step 4.4	Briefing and work sessions with the Planning Commission on draft development regulation amendments related to Middle Housing.	November 2023	October 2024
Step 4.5	Prepare draft Middle Housing development regulation amendments.	July 2024	November 2024
Deliverable 4	Draft Middle Housing amendments as part of 2025 Development Code Update Ordinance.		November 2024
Action 5	Adopt Middle Housing development regulation amendments.	November 2024	June 3, 2025
Step 5.1	Transmit draft 2025 Development Code Update Ordinance, which will include the Middle Housing development regulation amendment to the State for State agency review (RCW 36.70A.106).	November 2024	December 2024
Step 5.2	Planning Commission public hearing.	February 25, 2025	February 25, 2025
Step 5.3	City Council consideration and adoption of Middle Housing development regulation amendments as part of 2025 Development Code Update Ordinance.	June 3, 2025	June 3, 2025
Deliverable 5	Adopted 2025 Development Code Update Ordinance with Middle Housing amendments.		June 3, 2025

Attachment B: Budget

Grant Objective: Supported by public engagement activities, research, prepare, and adopt an ordinance that includes Middle Housing amendments as part of the 2025 Development Code update process.	Fiscal Year	Commerce Funds
<u>Deliverable 1.</u> Public Engagement informational materials for the community and stakeholders related to middle housing.	FY1 – June 15, 2024	\$18,750
<u>Deliverable 2.</u> Gap analysis of current development code regulations and summary of required amendments to make as part of the 2025 Development Code Update Ordinance.	FY1 – June 15, 2024	\$18,750
<u>Deliverable 3.</u> Public Engagement Results Report addressing Middle Housing, with final informational materials used to engage the public.	FY2 – June 15, 2025	\$12,500
<u>Deliverable 4.</u> Draft Middle Housing amendments as part of 2025 Development Code Update Ordinance.	FY2 – November 30, 2024	\$10,000
<u>Deliverable 5.</u> Adopted 2025 Development Code Update Ordinance with Middle Housing amendments	FY2 – June 3, 2025	\$15,000
Total:		75,000

Funds must be invoiced in the appropriate fiscal year (FY1 or FY 2), or they may not be able to be paid. Please be sure to invoice for all FY 1 by June 30, 2024 and FY 2 by June 30, 2025.

TO: City Council
 FROM: Brad Medrud, Planning Manager
 DATE: January 16, 2024
 SUBJECT: Contract with the State Department of Commerce for the 2025 Comprehensive Plan Periodic Update Planning Grant

1) Recommended Action:

Authorize the Mayor to sign the contract with the State Department of Commerce for the 2025 Comprehensive Plan Periodic Update Periodic Planning Grant.

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations. For the current cycle, the City is required to complete work on the periodic update by June 30, 2025.

The State Department of Commerce Periodic Update Planning Grant allocation is \$125,000. The grant would allow the City to hire consultants to assist with the state requirement to prepare amendments to the City's Transportation Plan and Economic Development Plan as part of the 2025 Comprehensive Plan periodic update.

On January 10, 2024, the General Government Committee placed the contract on the consent calendar for the City Council's January 16, 2024 meeting.

3) Policy Support:

Goal LU-1: Ensure the Land Use Element is implementable and coordinated with all applicable City plans and the plans of other jurisdictions in the Thurston region.

Policy LU-1.14 Coordinate the Land Use Element with the strategies in the most recent version of the Thurston Climate Mitigation Plan.

4) Alternatives:

☐ Remove from the consent calendar, amend, and approve.

5) Fiscal Notes:

The State Department of Commerce grant is for \$125,000 and will support work as part of the 2025 Comprehensive Plan periodic update. There is no City match for this grant.

6) Attachments:

A. Contract – Periodic Update Planning Grant



Interagency Agreement with

City of Tumwater

through

Growth Management Services

**Contract Number:
24-63210-049**

For

GMA Periodic Update Grant – FY2024

Dated: Date of Execution

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Face Sheet

Contract Number: 23-63210-049

Local Government Division Growth Management Services GMA Periodic Update Grant (PUG)

1. Contractor City of Tumwater Community Development Department 555 Israel Road SW Tumwater, WA 98501		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Brad Medrud Planning Manager (360) 754-4180 bmedrud@ci.tumwater.wa.us		4. COMMERCE Representative <div style="display: flex; justify-content: space-between;"> <div> Carol Holman Senior Planner (360) 742-1504 carol.holman@commerce.wa.gov </div> <div> PO Box 42525 1011 Plum St. SE Olympia, WA 98504 </div> </div>	
5. Contract Amount \$125,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0007172-00	
12. UBI # 344 000 001		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Tumwater with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work & Budget.			
FOR CONTRACTOR _____ Debbie Sullivan, Mayor City of Tumwater _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred twenty-five thousand dollars (\$125,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-049. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor a maximum of \$62,500 for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and a maximum of \$62,500 for State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will

be paid by any other source, including grants, for that service.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Modification of the Project Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachment A,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

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. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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 COMMERCE. COMMERCE 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, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE 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, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, 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 which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services 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.

The 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 COMMERCE, personnel duly authorized by COMMERCE, 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.

13. 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, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. 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.

15. **SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. **SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. **TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing 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.

COMMERCE 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 COMMERCE 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 COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. **TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE 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.

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

The rights and remedies of COMMERCE 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 Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. 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;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative 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 COMMERCE has or may acquire an interest.

20. **TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. 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 COMMERCE 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 COMMERCE 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 COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE 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.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be 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 COMMERCE.

Attachment A: Scope of Work and Budget

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
Periodic Update Checklist Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Commerce Periodic Update Checklist for Comprehensive Plan and Development Regulations
Draft Transportation Plan Anticipated completion date: <u>June 30, 2025</u>	\$50,000	\$50,000	Draft Transportation Plan
Updated Economic Development Plan Data Set Anticipated completion date: <u>June 30, 2025</u>	\$12,500	\$12,500	Draft updated Economic Development Plan Data Set
Adopted Final Comprehensive plan and Development Regulations Ordinance amendment including but not limited to: Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Adopted Periodic Update Notification email from Commerce that adopted ordinance was received
Finding that the periodic update required by RCW 36.70A.130(b) is complete Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Resolution Finding the periodic update required by RCW 36.70A.130(b) is complete Notification email from Commerce that adopted ordinance was received
Total Budget	\$62,500	\$62,500	
Control Number (Total Grant Available)	\$62,500	\$62,500	

Reminder: The grant breakdown includes 50% of your total grant award, for SFY 2024 (July 1, 2023 – June 30, 2024), and 50% of the total award for SFY 2025 (July 1, 2024– June 30, 2025).

TO: City Council
FROM: Michelle Sutherland, Administrative Services Director
DATE: January 16, 2024
SUBJECT: Bargaining Agreement between the City of Tumwater and the Tumwater Police Guild 2024-2026

1) Recommended Action:

Recommend to Council approval of the 2024-2026 bargaining agreement between the City of Tumwater and the Tumwater Police Guild.

2) Background:

The City bargaining team has negotiated a fair and mutually agreed upon contract with the Tumwater Police Guild encompassing the years 2024-2026. This contract will ensure the guild has the resources and support they need to effectively maintain public safety within the City. The negotiated contract is in compliance with federal, state and local laws. Competitive and fair compensation packages are essential for retaining experienced officers and attracting new talent. This is critical to maintain a skilled and diverse police force within the City of Tumwater.

3) Policy Support:

Strategic Priorities and Goals 2023-2024: Provide and Sustain Quality Public Safety Services

4) Alternatives:

☐ Do not recommend approval.

5) Fiscal Notes:

The contract is within the City's budgetary constraints, which is essential for fiscal responsibility.

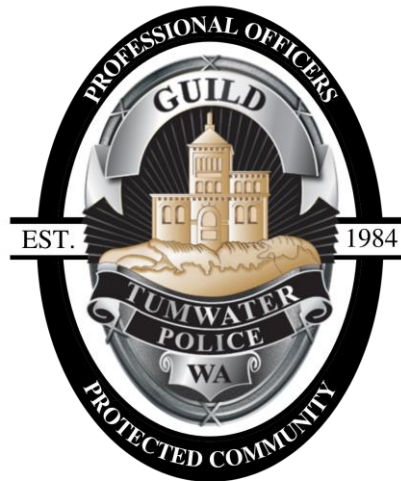
6) Attachments:

A. Bargaining Agreement between the City of Tumwater and the Tumwater Police Guild 2024-2026.

AGREEMENT BETWEEN
THE CITY OF TUMWATER



AND
THE TUMWATER POLICE OFFICERS GUILD



2024-2026

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AGREEMENT
BETWEEN THE CITY
OF TUMWATER AND
THE TUMWATER POLICE OFFICERS GUILD

PREAMBLE

This Agreement is between the City of Tumwater, Washington (hereinafter referred to as the "Employer" or "City") and the Tumwater Police Guild (hereinafter referred to as the "Guild") for the purpose of setting forth the mutual understandings of the parties as to wages, hours, and other conditions of employment of those employees for whom the Employer has recognized the Guild as the exclusive bargaining representative. (Such employees are hereinafter referred to as "employees.") All references to employees in this agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 1 - RECOGNITION

The City recognizes the Guild as the exclusive bargaining agent for all full-time and/or part-time (employees compensated for 20 hours or more per week) commissioned officers employed in regular positions in the Tumwater Police Department.

The City also recognizes the Guild as the exclusive bargaining agent for all full-time and/or part-time (employees compensated for 20 hours or more per week) commissioned sergeants and lieutenants employed in regular positions in the Tumwater Police Department.

The officer bargaining unit and the supervisory unit comprising sergeants and lieutenants are two separate bargaining units recognized and certified as such by the Public Employment Relations Commission but in the interests of efficiency, the parties to this agreement have decided to draft one contract to govern terms and conditions of employment for both bargaining units.

ARTICLE 2 - MANAGEMENT RIGHTS

Section A. Management Rights. It is understood and agreed by the parties that the City possesses the sole right to operate the Department so as to carry out the statutory mandate, mission and/or goals assigned to the Department, and that all Employer rights not modified by the Agreement repose in the City. However, such rights must be exercised consistent with the provisions of this Agreement. These Employer rights include, but are not limited to the following:

1. To utilize personnel, methods and means in the most appropriate and efficient manner possible.
2. To manage and direct the employees of the City.
3. To hire, promote, transfer, assign, train, evaluate or retain employees in positions within the City.
4. To establish work rules and rules of conduct.
5. To suspend, demote, discharge, or take other appropriate disciplinary action against employees for just cause.
6. To determine the size and composition of the work force and to lay off employees, with at least thirty (30) days' notice to the impacted employees, in the event of lack of work or funds.
7. To determine the mission of the City and the methods and means necessary to efficiently fulfill that mission.

The parties agree that the above statement of management rights is for illustrative purpose only and is not to be construed as restrictive, or interpreted so as to exclude those prerogatives not mentioned which are inherent to the Employer.

ARTICLE 3 - COMPLETE AGREEMENT/PAST PRACTICE

Section A. Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the City and the Guild have met in full and free discussion concerning matters in employment relations. This contract incorporates the sole and complete Agreement between the City and the Guild resulting from these negotiations.

Section B. Past Practices. The parties recognize the City's full right to direct the work force and to issue rules, regulations and procedures and that these rights are diminished only by the law and this Agreement, including interpretive decisions,

which may evolve pursuant to the proper exercise of authority given by the law or this Agreement. The Employer is not limited, confined, or restricted by past practice, rule, custom, or regulation in making changes in policies, procedures, rules, and regulations to carry out the mission of the Department.

However, this article shall not be interpreted to restrict the Guild's right to bargain the decision and impact of subjects of bargaining where the City is compelled to negotiate over the matter by State law.

In the case of disagreement between the parties, the Public Employment Relations Commission (PERC) shall make the decision under this subsection as to whether the City is compelled to negotiate under State law.

ARTICLE 4 - MAINTENANCE OF STANDARDS

The City agrees that all written conditions of employment contained in this Agreement in its individual operation relating to wages, hours of work, overtime, general working conditions, benefits, and job security provisions shall be maintained at no less than the standards in effect at the time of the signing of this Agreement.

ARTICLE 5 - EMPLOYEE RIGHTS

Section A. Negotiations. The composition of the Guild's negotiating team shall be determined by the Guild. Not more than three (3) employees shall be permitted to attend negotiating meetings with the City's representatives as part of the Guild's negotiating team. The City will not require a Guild negotiating team member to use leave if the meeting occurs while that person is on duty provided there is no additional cost to the City, unless mutually agreed otherwise. The Guild acknowledges that conflicts between negotiating meetings and response to calls for service while on duty will be resolved by proper performance of Police duties.

Section B. Guild Business. The Guild agrees that members of the Guild selected to serve as official representatives will be certified as such in writing to the City Administration. The Guild agrees that Guild business shall not interfere with the operations of the Department or the Police duties.

Section C. Right of Access. Subject to the due process provisions of this Agreement, Guild representatives and agents of the Guild shall have the right to reasonable access to the Police Department for the purpose of investigating grievances, and other business related to the representation of employees for the purpose of employment relations.

Guild representatives and agents of the Guild shall not unreasonably interfere with the employee's work. This Article is not intended to be used for membership drives or recruiting new members.

Section D. Guild Meetings. Guild members who are on duty shall be allowed to attend guild meetings so long as calls for service are answered without delay and according to the usual protocols. Attendance at Guild meetings, while on duty, shall be limited to a maximum of one and one-half (1.5) hours.

Section E. Guild Bulletin Board Space. The City shall provide a bulletin board space for Guild use. All materials posted thereon shall be the responsibility of the Guild. Posted materials shall relate only to Guild meetings, elections, social events, and reports of committees and the listing of Guild officers. No material posted shall reflect derogatorily upon employees of the City. Posting of materials by the Guild on any other City property shall be prohibited unless approved by the chief.

ARTICLE 6 - CITY AND GUILD COOPERATION

Section A. No Strike Provision. The Guild recognizes the detriment and disservice caused the citizens for which they serve by striking or any other job action and agrees that during the life of the Agreement, neither the Guild or its members shall engage in, initiate, sponsor or direct a strike, secondary boycott, picket, "blue flu," work slowdown, work stoppage, or work speedup for any purpose.

Section B. Picket Lines. The Guild and its members while acting in the course of their employment shall not honor any picket line.

Section C. Guild Cooperation and Control. In the event of a violation of this Article and notification of such by the City, the Guild shall immediately notify and instruct the employees orally and in writing that such action is in violation of this Article and that they are to return to normal service immediately. The Guild shall take other affirmative steps, as required in good faith cooperation with the chief, to bring about a stoppage of such violation. The chief shall have the right to discipline any member of the Guild found in violation of this Article, including discharge, and such discipline shall not preclude or restrict the City's recourse to any other available remedies including an action for injunction or damages.

Section D. No Lock-Out Provisions. There will be no lock-out of employees in the unit by the City as a consequence of any dispute arising during the life and duration of this Agreement.

ARTICLE 7 – NON-DISCRIMINATION

Section A. Guild Activity. No members shall be discriminated against for Guild activities.

Section B. Non-Discriminatory Working Conditions. To promote and foster a diverse workforce with equitable working conditions, the parties agree that the

provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to race, religion, creed, color, national origin, sex, disability, sexual orientation, age or other basis prohibited by state or federal law.

Section C. Compliance with the ADA. The parties agree that the employer may take all reasonable actions to comply with the American with Disabilities Act subject to the terms of this agreement and the statutory duty to bargain.

ARTICLE 8 - SETTLEMENT OF DISPUTES

Section A. Definitions. For the purpose of the Agreement the term "grievance" is defined as an interpretation or application of the articles in this Agreement.

Section B. The parties agree to make every effort to resolve issues informally. If no satisfactory settlement is reached, the following procedure shall apply:

Step 1. The grievance shall be reduced to written form by the Guild or the aggrieved employee stating the section of the Agreement violated and explaining the grievance in detail. The written grievance shall be presented to the chief within fourteen (14) days from the date the alleged contract violation occurred. The chief or their designee shall convene a meeting, within seven (7) days after the receipt of the written grievance, between the employee, Guild representative and any other appropriate City officials. Seven (7) days after such meeting, the chief or designee shall transmit a copy of their written decision to the aggrieved employee and guild representative.

Step 2. If no satisfactory settlement is reached upon the conclusion of Step 1, the written grievance shall be transmitted by the grievant to the City Administrator or their designee within fourteen (14) days after the Step 1 decision has been received by the grievant. The City Administrator or designee shall convene a meeting within seven (7) days of receipt of the written grievance from the grievant. Not more than seven (7) days after the conclusion of this meeting, the City Administrator or designee shall transmit a copy of their decision to the grievant and Guild.

Step 3. The Guild may request arbitration in writing to the City Administrator within forty-five (45) days after receipt of the Step 2 decision.

Non-disciplinary Arbitration shall be conducted by an arbitrator from the Federal Mediation and Conciliation Service, or if agreed upon by the parties, Public Employees Relations Commission (PERC). The Guild shall request a list of 11 arbitrators with an address in Washington or Oregon. The parties shall flip a coin to

determine who strikes first from the arbitrator list and then alternate strikes until an arbitrator is selected. Arbitrators for discipline grievances shall be selected in accordance with state law.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator shall confine inquiry and decision to the specific area of the contract as cited in the grievance form. Contract interpretation grievances involving claims for compensation shall be limited to thirty (30) days of back pay from the date the grievance was filed. Hearings shall be completed within 120 days from the selection of the arbitrator except in the case of extenuating circumstances. Briefs, if any, shall be filed within thirty (30) days for the completion of the record, which may be extended by mutual agreement. Arbitration decisions shall be issued within thirty (30) days following the filing of briefs or completion of the record, whichever occurs last.

The decision of the arbitrator may be enforced in any court of competent jurisdiction should either party fail to implement the decision.

Each party shall bear its own costs of arbitration, including attorneys' fees, except that the fees and charges of the arbitrator shall be shared equally by the parties.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

Section A. Employee Discipline and Discharge. Discharge and discipline of employees shall be based on the standard of just cause.

Disciplinary and discharge matters may be advanced through the grievance arbitration process as outlined in this Agreement or through the steps established in the Tumwater civil service rules to the final step, which is a public hearing before the Tumwater Civil Service Commission. The choice between a hearing before the Commission and arbitration must be made by the Guild, in writing, prior to requesting arbitration. The decision of the Guild to seek arbitration in lieu of a hearing before the Commission is irrevocable and exclusive. In no case will a disciplinary matter be subject to both a public hearing before the Commission and arbitration.

Section B. Civil Service Rules Changes. The City will not propose any rule changes to the Civil Service Commission without first providing an opportunity for discussion with the Guild.

ARTICLE 10 - PERSONNEL FILE

Section A. Personnel File. The City shall maintain a personnel file for each employee. This file shall contain all of the employee's permanent records, including, but not limited to, civil service documentation relative to the employee, performance evaluations, payroll records and other official records. This personnel file shall be maintained by the City's Human Resources Division. The City may also maintain a Departmental personnel file for an employee which could include documentation deemed appropriate by the chief, including, but not limited to, discipline, commendations, performance evaluations, and other official records.

Section B. Inspection of the File. An employee may inspect the contents of his/her personnel files, except for confidential reports from previous employers, upon the employee's oral request to do so. An employee's official representative, with the permission of the employee, may inspect all files pertaining to the employee, except confidential reports from previous employers.

Section C. Rebuttal Material. If an employee believes that there is material in a personnel file which is incorrect, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material. Such a rebuttal shall be included as part of the file. If an employee believes that specific information should be removed from a file, the employee may petition for such consideration to the City, however, any such removal is subject solely to the discretion of the City and is not grievable.

Section D. Critical Entries. No information reflecting critically upon an employee shall be placed in any of the employee's personnel records that does not bear either the signature or initials of the employee or a notation by the employer indicating that the employee has been provided a copy of the material and refuses to sign. A copy of any such material shall be furnished to the employee by the Department concerned, when it is placed in the personnel record.

Section E. Purging.

1. Retention of materials in an employee's Departmental personnel file shall be retained in accordance with the following schedule:
 - a. Permanent Retention:
 - (1) Employment application and related materials including background investigation.
 - (2) Permanent letter of appointment.
 - (3) Documents related to completion of required and optional training.
 - (4) Promotion letters and Civil Service histories.
 - (5) Reports of accidents.
 - (6) Payroll documents.
 - (7) Off-duty employment authorizations.
 - (8) Performance evaluations.

- b. Five-Year Retention:
 - (1) Notices of disciplinary action resulting in loss of time or pay, provided there have been no further disciplinary notices involving similar conduct during that five (5) year period.
 - c. Three-Year Retention:
 - (1) All documentation of oral or written reprimands, provided there have been no further disciplinary notices involving similar conduct during that three (3) year period.
 - d. Disciplinary documents shall be purged from an employee's Departmental personnel file when they reach the time limits identified above, upon oral or written request of the employee to the chief of police.
 - e. Documents purged from the employee's Departmental personnel file will be removed and forwarded to Human Resources for retention in the City's permanent personnel file.
2. Materials purged, as in Section 1, or retained beyond the retention schedule, will not be considered by the Department for the purposes of promotion, transfer or special assignments and shall not be used as the basis for further progressive disciplinary actions.

Section E. Medical Information on File. Medical information including, but not limited to, documents pertaining to physical or psychological assessments, the results of formal psychological tests, industrial accidents and disabilities shall be maintained in a file separate from the personnel file. Such information shall be stored in the Human Resources Office. Police department access to medical information on file shall be limited to the police chief, police commanders or lieutenants who, in the judgment of the chief, have a legitimate need to review the information.

ARTICLE 11 - LAYOFF AND RECALL

Section A. Employer Responsibility. The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds and/or reorganization. When the Employer determines that a layoff is necessary, then the Employer shall determine the number of employees and the affected classifications to be laid off.

Section B. Guild Notification. The Guild's President or designee will be notified, in writing, of the number of employees and classifications designated for reduction as soon as said determination is made. Prior to implementing a reduction

in force decision, the employer shall confer with representatives of the Guild regarding the proposed plans and will consider the Guild's opinions in the matter. The City shall fully comply with reasonable Guild information requests relating to the layoffs and their necessity.

Section C. Layoff Procedure. An employee shall be provided with sixty (60) calendar days advance notice of pending layoffs or an involuntary reduction of normal work hours. The least senior employee within a rank or classification designated for reduction shall be laid off from the rank or classification. Persons laid off within each rank or classification shall revert to the next lowest rank or classification in which they have previously served. In the event that such entry requires or results in a reduction of force in the lower rank, such reduction shall be accomplished by a demotion or layoff of the person or persons in said lower classification or rank having the least seniority. Emergency, temporary, and provisional employees shall be laid off prior to the displacement of regular employees.

Section D. Voluntary Layoff. Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

Section E. Recall Procedures. In the event of a subsequent vacancy within two (2) years in a higher classification or rank, employees demoted by layoff shall have the first right to be reassigned to a higher classification or rank. No new employees shall be hired by the City into the bargaining unit until the Chief determines that available, qualified employees within the classification placed on layoff have been offered re-employment. It shall be the employee's responsibility to keep the Employer advised of his/her current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. A copy of the City's offer of re-employment shall also be provided to the Guild President or designee. The employee shall be deemed to have received notice within five (5) calendar days after the City mailed said notice. An employee so notified must indicate his/her acceptance of said re-employment within ten (10) calendar days of receipt of notice and shall be back on the job within twenty (20) calendar days of acceptance of said offer or forfeit all call-back rights under this Article. Employees with a break in service of six months or more shall be required to successfully complete Phase 2 of the background investigation (i.e. polygraph, drug test, medical and psychological testing).

Section F. Call-back Rights. Employees recalled from layoff shall not lose previously accumulated time in service, provided all other provisions of this Article are complied with, including that the employees must be re-employed within two (2) years to retain these call-back rights and that the employee has successfully completed their probationary period.

Section G. Compensation Upon Layoff. Employees laid off shall be compensated for unused compensatory time and unused accumulated annual leave in accordance with the terms of this Agreement. The employer shall pay a laid-off employee's health insurance through the end of the month succeeding the month in which the layoff occurs.

Section H. Sick Leave Upon Layoff. Sick leave balances at the date of layoff not cashed out at the date of layoff shall be restored upon re-employment with the Employer if the person is hired into a regular position from the re-call list. No sick leave shall accrue during the period of layoff.

Section I. Seniority. Seniority shall be in accordance with existing civil service rules except that when employees have the same seniority date, ties shall be broken by the score on the Civil Service hiring list within their entry level Civil Service Classification, with the higher score resulting in the highest seniority placing.

ARTICLE 12 - LEAVES OF ABSENCE

Section A. Sick Leave. Sick leave shall be granted and allowed to accumulate at the rate of eight (8) hours for each month of employment. When sick leave usage is reasonably considered suspect, the City may require the employee to present a certificate from a registered practicing physician, or other bona fide practitioner attesting to the employee's illness after three days of sick leave usage. Maximum carryover of sick leave on January 1 of each year from the previous year is nine hundred and sixty (960) hours. A minimum of fifteen (15) days per month must be worked for an employee to receive sick leave credit for that month. Days not worked because the employee is on paid sick leave and/or annual leave shall be considered as days worked for the purpose of the preceding sentence. At minimum, employees will receive a minimum of one (1) hour of sick leave accrual for every 40 hours of paid work.

Should the employee be required to undergo a physical examination or provide a physician's certificate of illness, the employer shall bear the cost of such examination or certificate.

Any employee who is ill and unable to report to work shall make a reasonable effort to notify the employee's immediate supervisor at least one (1) hour prior to the employee's reporting time. In case of a continuing illness, the employee shall keep the employee's immediate supervisor advised of the employee's inability to report to work.

In the event of an illness in the immediate family of an employee, employees shall be allowed to use their accrued sick leave to the extent and in the same manner that non-represented employees are permitted to do so by City policy and state law.

Employees may be allowed to share accrued sick leave to the extent and in the same manner that non-represented employees are permitted to do so by City policy and ordinance.

Section B. Sick Leave Payments.

1. Annual Payments. Employees shall be eligible to receive monetary compensation for accrued sick leave as follows: In November of each year, and at no other time, employees with at least 768 hours of accrued sick leave may elect to convert the sick leave hours earned in the previous 12 month period, minus those hours used during that period, to monetary compensation at the rate of twenty-five percent and shall be based on the employee's current salary. Payment of converted sick leave shall be deposited into the employee's Health Reimbursement Account (HRA) through Northwest Public Employees & Western States Police Trust and will occur in the first paycheck issued in December.
2. Sick Leave Payments Upon Retirement. Employees who separate from city service due to retirement with 10 or less years of service shall be compensated for twenty-five percent (25%) of their total unused sick leave accumulation at the time of separation. Employee who separate from city service due to retirement after 10 years shall receive 30%. Employees who separate from city service due to retirement after 15 years shall receive 40%. Employees who separate from city service due to retirement after 20 years shall receive 50%. Such funds shall be deposited into the employee's Health Reimbursement Account (HRA) through Northwest Public Employees & Western States Police Trust. Compensation shall be based upon the employee's salary at the time of separation and shall be subject to applicable withholding under state and federal law. For the purposes of the preceding sentences, retirement shall not include vested "out-of-service" employees who leave funds on deposit with the department of retirement systems (DRS). Employees who are choosing to retire and wish to receive a sick leave payment must provide a resignation letter and appropriate documentation of their decision to retire to the city's Administrative Services Department. Employees who separate from city service as the result of death shall be compensated for their total unused sick leave accumulation at the rate of one hundred (100%) percent. Compensation shall be based upon the employee's salary at the time of separation.
3. Sick Leave Payments Upon Voluntary Termination or Layoff. Employees shall be compensated for twenty-five percent (25%) of their total unused sick leave accumulation at the time of separation be deposited into the employee's Health Reimbursement Account (HRA) through Northwest Public Employees & Western States Police Trust provided that the Employee has at least 192 hours of accrued sick leave. Employees shall be eligible for this benefit as a result of voluntary

separation or involuntary layoff but shall not be eligible if terminated for cause. Compensation shall be based upon the employee's salary at the time of separation.

Section C. Bereavement Leave.

1. In the event of death in the immediate family, or aunt, uncle, niece, nephew, father-in-law, mother-in-law, son-in-law or daughter-in-law, of an employee, up to three (3) workdays paid leave may be approved by the department manager, for a non-represented employee to attend to family matters and the funeral. An additional two (2) workdays of sick leave may be approved by the City Administrator for travel time.
2. Up to four (4) hours paid leave will be allowed to attend the funeral of a close friend or other relative.

Section D. Jury Duty. An employee summoned for jury duty shall be granted administrative leave for such service and shall be paid by the City, their regular wage. Compensation received for jury duty shall be verified to the City and shall be remitted to the City upon receipt.

Section E. Maternity Leave. This program shall be administered according to applicable state and federal law.

Section F. Civil Witness Appearance. Leave of absence with pay, travel time included in work day, shall be granted for attendance in civil court cases in connection with the employee's officially assigned duties. Leave of absence with pay shall also be granted for an appearance connected with an employee's official duties before any legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or at the direction of proper authority, provided, however, that compensation received for such appearance shall be verified to the City and shall be remitted to the City upon request.

Section G. Medical Leave Without Pay. Non-probationary, LEOFF II officers who are injured off-duty, may elect to take, with written documentation from a physician, a period of medical leave without pay for up to 180 days. Extensions of the period of medical leave without pay may be granted by the City Administrator on a case-by-case basis. Officers granted medical leave without pay, may return to the same position or a similar position with the same pay and will not be required to serve a probationary period if the leave has been taken for the actual period of illness, recovery from injury or disability related to pregnancy or childbirth.

Section H. Paid Family Leave. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Employer and employee premiums will be paid in accordance with Washington law.

ARTICLE 13 - PROBATIONARY PERIOD

Probationary periods shall not exceed one (1) year, provided that probationary periods may be extended by the City for the length of a leave period in the event the employee is on leave status for a period in excess of thirty (30) days. The parties further agree that under appropriate circumstances, probation periods may be extended by mutual agreement of the City and the Guild.

Entry-level police officers who are required to attend the basic law enforcement academy shall serve a probationary period of twelve months. The probationary period begins when the officer returns from successful completion of the training and reports for duty at the Tumwater Police Department.

ARTICLE 14 - HOURS OF WORK

Section A. Establishing Work Hours. Work hours shall be established in accordance with applicable state and federal wage and hour laws.

Section B. Emergency Scheduling. In the event of an emergency situation declared by the chief, or in his/her absence, their designee, the schedule may be altered to meet the needs of the situation. The overtime rules will be honored as normally applied. Officers will return to their normal schedule as soon as the emergency has ended.

Section C. Shift Changes and Trades. Employees may be given permission to exchange, trade and/or request specific shifts or days off when the change does not interfere with the duties and responsibilities of the department. A “shift swap” is for unforeseen, single point in time circumstances and may be requested when officers need up to two days off, but either don’t have enough leave to cover a request for time off or minimum staffing level requirements would prevent approval of a leave request. Such a determination shall be made by the chief, or designee, provided the shift change request is made at least five (5) days before the date and the change is to take place; unless this requirement is waived by the chief, or designee.

Section D. Patrol Work Schedule.

1. Patrol staff shall work four (4) consecutive days of work, each consisting of eleven (11) consecutive hours of work. Each work day shall include a 30-minute paid lunch and appropriate breaks. The four (4) day work week will be followed by four (4) consecutive days off.

Patrol staff working the patrol schedule will attend six (6) mandatory

eleven (11) hour training days per year, in addition to their regularly scheduled workdays. These training days will be assigned based on the agency's needs. Four (4) of the six (6) training days will not fall on the Patrol staff's calendar weekend and will be scheduled on the Patrol staff's last regularly scheduled day off. The four (4) scheduled days off will be scheduled 30 days in advance. The remaining two (2) training days will be scheduled based on the agency's needs and are exempt from the restrictions listed above.

Patrol and Metro shifts may be adjusted, forward or backwards, by two hours to accommodate vacation and training demands. Patrol staff schedules will be adjusted for the next work week by the end of their last scheduled shift prior to their days off. Any changes made after that time will be compensated as overtime if worked in addition to the Patrol staff's eleven (11) hours shift or the Patrol staff can choose to adjust their shift as scheduled in lieu of working any additional overtime hours. EXEMPTION: To cover sick leave called in on the day of the affected shift, Patrol staff will be compensated at the overtime rate for any hours worked in excess of their scheduled eleven (11) hours shift, or they may flex their shift forward or backwards by two hours in lieu of overtime if adequate road coverage permits and at the approval of their supervisor.

2. Shift Bidding – Officers

- a. Officers are required to select two shifts for the entire year. The selection will consist of a nine-month consecutive shift assignment (April thru December) and a three-month consecutive shift assignment (January thru March). The selection will be made in descending order from the most senior officer to the least senior officer. Officers will initially select the nine-month consecutive shift assignment. Once this initial selection is complete the officers will be placed by the shift they selected within the two patrol teams, as outlined below. After they are set within one of the two patrol teams the officers will select their three-month consecutive shift assignment, within that respective patrol team based on seniority within that team, from the most senior officer to the least senior officer.

Officers must select one day shift and one night shift slot. The 1300 to 0000 shift will be considered a neutral shift and serve as

either a day shift or a night shift. An officer is not permitted to select the 1300 to 0000 shift for the entire year unless no other shifts are available.

- i. An officer will only be bidding the scheduled two shifts of their choice based on seniority. The Leadership team consisting of the Commander and Lieutenants will have the authority to select and assign officers to a team for the upcoming year based on the department needs, with the final approval/modification to be approved by the Chief and/or their designee(s).
- b. The seniority shift selection schedule will be circulated by the Lieutenant in charge of scheduling no later than July 1st of the preceding calendar year.
 - i. Each officer will have three consecutive calendar days to make their shift bid selection for the nine-month consecutive shift assignment (April thru December). At the end of the three-day period the shift bidding process will proceed to the next senior officer to schedule their nine-month consecutive shift assignment (April thru December). The officer in their current shift bidding time slot will have preference for their requested shift bid selection over any senior officer who failed to submit their request prior to that officer's shift bid submission during their scheduled three-day time block. A senior officer may select their shift bid at any point after their scheduled three-day block has passed, as long as it does not conflict with a previously submitted shift bid outlined above. Once the individual officers are set within their patrol teams, the process to fill the three-month consecutive shift assignments will be initiated. The shift bid schedule will be submitted to the Chief or their designee no later than August 31st.
- c. If a new shift is added to the schedule during the calendar year the following procedure will be followed to fill the vacancy:
 - i. The least senior officer will be assigned to fill the shift vacancy for the remainder of the calendar year.
- d. If a scheduled shift is vacated (example: the officer is injured, promoted, reassigned, or leaves the department) during the

current calendar year the following procedure will be followed to fill the vacancy:

- i. The officer working the 1300-0000 shift for the team with the vacancy will fill the vacancy, regardless of seniority. If a second vacancy occurs; the officer working the 1300-0000 shift on the opposite team will fill the vacancy. Any additional vacancies that occur after the 1300-0000 shift assignments have been vacated will be filled by any officer based on the needs of the department.

If the originally assigned officer can return to their assigned shift, the officer(s) filling the vacancy/vacancies will return to their original shift assignment in reverse order with the 1300-0000 shifts being re-assigned last.
- ii. At full staffing, the patrol teams will be unbalanced with the addition of a 1900-0600 shift being assigned to one team. When that shift is filled; the 1900-0600 shift will be vacated first, prior to the 1300-000 shift, to fill a patrol shift vacancy regardless of seniority. In the event of additional vacancies that may need to be filled simultaneously; the staffing of those patrol shifts will be in accordance with the procedure outlined in 2(D)(i).
- e. If an officer is reassigned to patrol during the current calendar year the following procedure will be followed to accommodate that officer as it relates to shift bidding by seniority:
 - i. The Leadership team, consisting of the Commander and Lieutenants will select the patrol team the officer will be assigned to.
 - ii. The reassigned officer will be assigned to the vacant shift(s) for the remainder of that current year regardless of seniority or time remaining in the current shift bid.
- f. If an officer is in the Field Training Officer program when the shift bid process is initiated, the officer in training is not eligible to bid for a patrol shift, regardless of their seniority. Upon successful completion of the FTO program, the officer will be assigned in accordance with the procedure outlined in 2(E). The officer will be eligible to bid for a patrol shift during the next shift bidding process.

3. Shift Bidding – Sergeants

a. Shifts:

- i. Day Shift Sergeant – 0500-1600 hours. This shift can be flexed two hours forward or backward based on the needs of the department for supervisory coverage.
- ii. Night Shift Sergeant – 1800-0500 hours. This shift can be flexed two hours forward or backward based on the needs of the department for supervisory coverage.
- iii. Flex Sergeant – 1600-0300 hours. This shift can be flexed to cover the Day or Night Sergeant shifts based on the needs of the department for supervisory coverage. Any change cannot be made without appropriate notice and an, at least, 8-hour break in service between the end of one assignment and beginning of the next.

- b. The seniority shift selection schedule will be circulated by the Lieutenant in charge of scheduling no later than July 1st of the preceding calendar year.

The following 4-month shift bidding selection will be made by seniority based on time of assignment as a Sergeant, not overall seniority.

- i. All three sergeants per team must bid one cycle of each Sergeant shift per calendar year. The order in which the schedule progresses does not matter. For example: three sergeants will bid by seniority for January-April, then May-August, September-December. Bidding will start with senior sergeant for each segment of the yearly schedule.
- ii. Each sergeant will have three consecutive calendar days to make their shift bid selection for the upcoming calendar year. During that time, each Sergeant will select their desired shift bid for the entire calendar year based on a 4/4/4month schedule. At the end of the three-day period, the shift bidding selection process will proceed to the next senior Sergeant who will schedule their 4/4/4 shift bid selection during their scheduled time block.

They will have preference for their requested shift bid selection over any senior Sergeant who failed to submit their request prior to that Sergeant's shift bid submission during their scheduled three day time block. A senior Sergeant may select their shift bid at any point after their scheduled three day time block has passed as long as it does not conflict with a previously submitted shift bid outlined above. The shift bid schedule will be submitted to the Chief or their designee no later than July 31st of the preceding calendar year.

- c. Sergeants will be required to select their shift rotation for the entire upcoming calendar year no later than July 31st of the prior calendar year.
- d. Sergeants overall assignment will be decided by the Chief or their designee, who will have the authority to select and assign Sergeants to any team based on staffing, with the final approval/modification to be approved by the Chief and/or designee(s).
- e. If a scheduled shift is vacated (example: Sergeant is injured, promoted, reassigned, or leaves the department) during the calendar year the following procedure will be followed to fill the vacancy:
 - i. The remaining Sergeant from the team with a vacancy will be assigned to the shift that the Leadership team deems most beneficial to the agency to ensure appropriate supervision, experience, and staffing is maintained. The open scheduled time block will be filled in accordance with department policy and in accordance with civil service requirements.
 - ii. Once the scheduled shift bidding adjustments are filled; those schedule changes will be implemented following the teams scheduled days off.
 - iii. Any sergeant absence caused due to leave usage that cannot be covered by the on-duty Patrol or Administrative Lieutenant, will be offered to the most senior sergeant off-duty, then follow seniority.

4. Modified Shifts

- a. All shifts are subject to modification upon mutual agreement of the Chief and the Tumwater Police Guild. Any officer or Sergeant who is assigned to a shift that is modified will remain on that shift until the next shift bidding cycle or previously scheduled shift rotation.

5. Requests for Reassignment

- a. Officers or Sergeants requesting a team reassignment for reasons of hardships during their scheduled shift bidding year shall submit their request to the Chief and/or their designee. The request will be considered in accordance of Article 14(I) of the Agreement.

Section E. K-9 officer. The K-9 officer will work four (4) consecutive days, consisting of (10) hour shifts, followed by three (3) consecutive days off duty. The K-9 officer will get sixty (60) minutes per shift for the care and maintenance of the K-9. The K-9 officer will have Sunday, Monday, and Tuesday off. The K-9 officer's schedule may be changed under the language described in Section I.

Section F. Metro officer. The Metro officer will work four (4) consecutive days, consisting of (10) hour shifts, followed by three (3) consecutive days off duty. The Metro officer will have Friday, Saturday, and Sunday off. The Metro officer's schedule may be changed under the language described in Section I.

Section G. Patrol and Training Lieutenants. Training and Patrol Lieutenants will be assigned to the patrol schedule. Their regularly scheduled ten (10) hour work shift shall be scheduled: one from 0700-1700 hours Monday thru Thursday; and, the other 0700-1700 hours Tuesday thru Friday.

Section H. Non-Patrol Schedule. Officers assigned to positions other than patrol shall work either a 5/8-hour schedule or an alternative schedule approved pursuant to the City's Alternative Work Schedule Policy. All officers assigned to non-patrol positions shall normally have a paid lunch break and will have weekends scheduled off subject to workload requirements.

Section I. Bidded Schedule Adjustments. The City may change an employee's bidded schedule to meet workload requirements by providing notice to the Guild and the employee. If the City requires an employee to change from a bidded schedule, they will receive a 2.0% premium to their base wage rate for the remainder of the changed schedule period. Employees volunteering to change their schedule (e.g., a shift swap, shift changes, accepting a specialty assignment) are not eligible for the 2.0% premium.

ARTICLE 15 - OVERTIME

Section A. Overtime. All hours in excess of the employee's regularly scheduled shift shall be paid at one and one-half (1-1/2) times the employee's straight-time hourly rate of pay.

Exceptions would be made by mutual agreement by City and Guild to accommodate alternative scheduling.

No overtime shall be worked unless authorized by the chief or their designee.

Section B. Notice for Overtime. Overtime work shall be assigned by the chief or their designee. Whenever possible, the chief shall give a written or oral notice twenty-four (24) hours in advance of all overtime to be worked.

Section C. Compensatory Time. Employees may elect to convert overtime to compensatory time up to a maximum bank of eighty-eight (88) hours. Compensatory time off shall be scheduled in accordance with the same procedures and processes as are used for vacation scheduling. Any accrued compensatory time in excess of fifty-five (55) hours will be cashed out at the end of the calendar year.

ARTICLE 16 - COURT/DUTY CALL BACK

Section A. Shift Extensions. To be eligible to receive call back pay, the reporting time must occur more than one (1) hour prior to the start of, or more than one (1) hour after the conclusion of, the employee's shift. Should the reporting time occur within one (1) hour of either side of the employee's regularly assigned shift, the time worked shall be deemed an extension of the shift and shall be compensated at the overtime rate and shall not be subject to call back minimums provided herein.

Section B. Duty and Court Call Backs. If an employee is called to duty or court outside the employee's regularly scheduled work shift, the employee will be guaranteed a minimum of three (3) hours pay at the overtime rate.

1. Current employees who are subpoenaed to give testimony in court while on their scheduled off-duty time, regarding events arising out of their employment shall be paid or compensated as follows: Time and one-half (1.5) the regular rate of pay with a minimum of three (3) hours, except when those employees are appearing immediately after their scheduled shift or within one hour prior to their scheduled shift. They shall be paid at time and one-half (1.5) the regular rate of pay with a minimum compensation of one (1) hour.

2. Employees subpoenaed to give testimony shall be entitled to the hourly minimum, time and one-half (1.5) the regular rate of pay with a minimum of three (3) hours. If notification of cancellation is not received by 5:00 p.m. the calendar weekday (Monday-Friday) prior to the scheduled court appearance, unless the cancellation occurs while the employee is on duty and is so notified.
3. Employees who are off-duty and are under subpoena to give testimony, and have not received notification of cancellation or a change in date or time of the testimony or appearance, AND have attempted to contact the prosecutor's office prior to 5:00 p.m. the calendar weekday (Monday-Friday) prior to the scheduled court appearance, shall receive time and one-half (1.5) the regular rate of pay starting from the date and time posted on the subpoena, with a minimum compensation of three (3) hours.
4. If an employee receives a subpoena to give testimony by the prosecutor's office and is notified by the prosecutor's office that their appearance is required and cannot be rescheduled during their pre-scheduled Primary Vacation and the employee suffers a financial hardship as result of the subpoena will be reimbursed by the City in the following pay period. The employee will be required to provide proof of the financial hardship.
5. All monies received for such services as a witness shall be surrendered to the City, except in those cases where the employee is not compensated for such an appearance by the City.

Section C. Phone Call-out. Officers and detectives who receive a duty related phone call during their off-duty time from a department employee on duty, shall be paid a minimum of one-half (1/2) hour for each phone call at the overtime rate provided that the phone call is made or authorized by a lieutenant, watch commander, police commander or police chief.

ARTICLE 17 - ORDERS AND REGULATIONS

Section A. General Orders and Rules and Regulations Provided. The City agrees to furnish each employee of the bargaining unit a copy of the current general orders, and rules and regulations of the Department and revisions thereof. New employees shall be furnished these documents as soon as possible after being hired. The City agrees to provide training and updates as needed to ensure officer compliance with the orders, rules, and regulations.

Section B. Compliance. Upon receipt and after review, employees will acknowledge in writing that they have received a copy of and have read and understand the general orders, rules, regulations and policies of the Department, and that they shall comply with them and with the terms of this Agreement. Subject to

the Employer's responsibilities in Section A, employees are responsible for keeping abreast of changes, modifications, additions, deletions to the rules, regulations, policies and general orders provided by the chief.

Section C. Posting and Notice. The City shall furnish each affected employee a written memorandum of personal orders. Special orders of a temporary duration shall be posted on the office bulletin board. Standard operating procedures and general orders of a more permanent character shall be copied to each employee, in addition to being posted on the office bulletin board.

Section D. Notice Requirements. The Employer agrees to notify the Guild in writing prior to any changes to these policies or procedures and provide an explanation of the proposed change, present in "legislative draft" form and allow the Guild the opportunity to bargain changes in mandatory subjects of bargaining.

ARTICLE 18 - OFFICERS BILL OF RIGHTS

Section A. Purpose. The wide ranging powers and duties given to the Police Department and its officers involve them in all manner of contacts and relationships with the public. In order to resolve any complaints or disputes stemming from these contacts, the chief or their designee must conduct prompt, objective investigations. In an effort to ensure that these investigations are conducted in a manner conducive to good order and discipline, the following guidelines are promulgated:

1. At least forty-eight (48) hours prior to an interview, the officer shall be informed in writing of the nature of the investigation and whether he/she is a witness or a suspect before any questioning commences including the name, address and other information necessary to reasonably apprise him/her of the allegations of such complaint. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.
2. Interviews will be scheduled at a reasonable hour, preferably when the officer is on duty, unless the exigencies of the investigation dictate otherwise. When practicable, interviews will be conducted at the Tumwater Police Department. The employee under investigation must, at the time of an interview, be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.
3. Officers shall be afforded a reasonable opportunity and facilities to contact either: a) an attorney of his/her choosing and expense; and/or b)

a representative of the Guild to be present during the interview, and to participate in the interview to the extent permitted by law.

4. The questioning shall not be overly long and the officer shall be entitled to such reasonable intermissions, as he/she shall request for personal necessities, meals, telephone calls and rest periods. The employee or City may request that an investigative interview be recorded. Upon request, the employee under an investigation shall be provided an exact copy of any written statement the employee has signed or, at the employee's expense, a verbatim transcript of the interview.
5. The officer shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation nor shall he/she be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
6. Officers involved in the use of force shall be allowed to consult with a Guild representative or attorney prior to being required to provide an oral or written statement regarding the use of force. In such cases no statement will be required during the forty-eight (48) hours following the incident. The Department may request public safety information consistent with the Public Safety Statement attached as Appendix A.
7. Within a reasonable period after the conclusion of the investigation, and prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the investigatory file.

Section B. Brady. The parties recognize that instances of dishonesty may warrant discipline up to and including termination. They also recognize that the event of an officer being placed on a *Brady* list does not, in and of itself, constitute a basis for separation from employment.

Section C. Fitness for Duty. Examinations for medical or psychological fitness for duty shall be conducted in accordance with Department and City policy.

Section D. Security Camera. The security cameras utilized in and around the Tumwater Police Department are primarily for security for employees and City owned property and equipment. Cameras and footage shall not be used to surveil an employee's actions and behavior without reasonable belief that a policy violation or other incident worth investigating has occurred.

The employee shall be notified of the review of footage in question and shall be provided with a copy, prior to or at the fact-finding interview, or as soon as possible without interfering with the investigation. The footage shall also be included in the

investigative file and made available to the employee prior to the pre disciplinary hearing.

ARTICLE 19 - WORKING OUT OF CLASSIFICATION PAY

Any employee assigned the duties and responsibilities regularly assigned to an employee of higher classification for any period of time shall receive a working out of class premium of five percent (5%) per hour except that officers working out of class as sergeants shall receive out of class premium at the entry level sergeant rate of pay.

Any employee assigned to a classification with a differing rate of pay in an “acting” appointment status who are promoted to the higher class shall receive credit towards their trial performance period for all time spent in the acting position, only if there is no separation between the “acting” appointment and the promotion.

Any employee assigned to a classification with a differing rate of pay in an “acting” appointment status who are promoted to the higher class shall receive credit towards their next pay step in the new salary range, only if there is no separation between the “acting” appointment and the promotion.

ARTICLE 20 - PREMIUM PAY

Section A. Premium Pay Recipients: Officers designated by the chief in the following capacities will receive premium pay of 3.3% of their base pay:

Detective
Metro unit officer
K-9 officer
School Resource Officer
SWAT

Section B. Field Training Officers: Officers assigned as field training officers will receive premium pay of 3.3% of their base pay for each person trained. Premium pay for field training officers will be limited to a maximum of up to six (6) months upon the student officer being assigned to the field training officer. Supervisors of the Field Training Program will receive premium pay of 3.3% of their base pay for each person trained and will end upon completion of the student officer's probationary period.

Section C. Conditions Governing Premium and Assignment Pay. Each officer is limited to a total of three special assignments or two premium pays or one special assignment and up to two premium pays per month. Non-disciplinary transfers to or from assignments eligible for premium pay will not be grievable subjects under the conditions of this agreement, nor appealable under the provisions of the civil service rules.

ARTICLE 21 - SPECIAL ASSIGNMENT PAY

Section A. Special Assignments: Officers designated by the chief for the following special assignments will receive special assignment pay of \$125.00 per month:

Firearms Instructor
Emergency Vehicle Operation Course Instructor
Defensive Tactics Instructor
Less Lethal Instructor
Active Shooter Instructor
Hostage Negotiator
Patrol Tactics Instructor (I-940 certified)
Major Collision Investigator

Section B. Conditions Governing Special Assignments and Premiums: Each officer is limited to a total of three special assignments or two premium pays or one special assignment and up to two premium pays per month. Non-disciplinary transfers to or from special assignments will not be grievable subjects under the conditions of this agreement, nor appealable under the provisions of the civil service rules.

ARTICLE 22 – EDUCATIONAL INCENTIVE PAY

Section A. Eligibility. An Employee with the Tumwater Police Department will be eligible for educational incentive pay. The following monthly incentive will be granted to each employee as part of their base wages upon completing the listed number of credits and/or degrees in a law enforcement related field.

Associate's Degree:	2.5%
Bachelor's Degree:	4%
Master's Degree:	6%

Law enforcement related fields shall include: criminal justice, psychology, sociology, public or business administration, political science, liberal arts, law, or any other field of study beneficial to the department as determined by the police chief.

Section B. Recognized Credits. Only credits or degrees from an accredited college or university will be approved for the incentive program. Any questions about the validity of the credits or degrees will be resolved by a review committee that consists of the police chief, or their designee, a police officer and police lieutenant.

Section C. Credits Awarded in Pursuit of a Four-Year Degree. Some colleges and universities award credits for police training or other experience. This type of

credit is awarded with the understanding that the officer's educational goal is a four-year degree. If an officer then had enough credits to qualify for a two-year degree he or she may qualify for the two-year degree incentive. If the officer does not complete the four-year degree, and has not accumulated sufficient credits with classroom attendance to qualify for a two-year degree, then the compensation for the two-year degree will cease.

Section D. Break in Class Attendance. When a Guild member is pursuing a four-year degree, and is being compensated at the two-year degree level due to credits awarded by the institution, it is assumed that class attendance will be continual. If a Guild member is not enrolled and attending classes for a period of one academic year, then compensation at the two-year degree level will cease.

Proof of completion of classes shall be submitted to the police chief at the end of each quarter or semester attended.

Section E. Employee's Responsibility to Notify. It is the Employee's responsibility to notify the City in writing upon completion of degree requirements. Educational incentive pay shall be effective beginning with the next monthly payroll cycle following the Employee's written notification and approval by the police chief.

ARTICLE 23 - PHYSICAL FITNESS INCENTIVE PAY

Incentive pay shall be awarded to senior employees who can pass a prescribed physical fitness test. Eligibility for this pay begins after three (3) years of the employee's service with the Tumwater Police Department, except that lateral hires become eligible to participate after successful completion of probation. Employees successfully passing the physical fitness test will be eligible for a lump sum payment of three percent (3%) of the employee's annual salary minus applicable taxes and other deductions. Details such as eligibility issues, test administration, test scheduling and appeals of test results shall be addressed by Tumwater Police Department policy. Both parties agree that no grievances under this contract or under civil service rules shall result from the physical fitness testing program.

ARTICLE 24 - CLOTHING ALLOWANCE

Section A. Uniform Maintenance. All employees shall receive a cleaning allowance in the amount of \$50.00 per month.

Section B. Personal Equipment. Personal property limited to necessary leather, weapons, eyeglasses, dentures, watches, handcuffs, and other property and equipment approved by the chief, which is lost, damaged or destroyed in the line of duty shall be repaired or replaced at City expense at the approval of the chief. Any restitution received through order of a court or from any other source shall be offset against the repair or replacement cost paid by the City.

Section C. Uniform Purchases. The City will provide compensation to each member of the Police Guild in the amount of \$1,250 for the purchase of approved uniform clothing and related equipment as established by the department. Officers initially assigned to Detectives shall receive a one-time eight hundred dollar (\$800.00) payment for work attire.

Compensation shall be provided to Guild members as a lump sum and shall be subject to appropriate federal and state withholding for taxes, retirement and / or social security.

The parties agree that Guild members will be responsible for meeting department standards for appearance and functionality of uniforms. Failure to meet appearance standards may subject Guild members to disciplinary action. The City reserves the right to require replacement or, if appropriate, repair of uniform items whenever necessary regardless of the cost to the Guild member or the status of an individual Guild member's uniform clothing payment.

The City reserves the right to withhold or reduce the uniform allowance of any Guild member who has announced a retirement or termination date within one year of the scheduled annual uniform allowance payout. Members who resign or are terminated within six months from having received the annual uniform allowance payment may be required to return unused funds to the City either in cash or by withholding from their final paycheck.

New officers hired by the department more than six months prior to the clothing allowance payment date shall receive the full clothing allowance. New officers hired less than six months before the clothing allowance payment date shall receive one half of the clothing allowance payment.

ARTICLE 25 – INSURANCE

Section A: Medical and Dental Insurance:

Subject to the requirements of the LEOFF Trust and AWC Trust, effective January 1, 2019, the City agrees to pay 100% of the premium for the employee and 90% for all dependents for medical coverage. Employees may choose between plans to include Kaiser \$20 Co-Pay (200) Plan or the LEOFF Plan F.

The City agrees to pay 100% of the premium for the employee for dental coverage under the AWC Trust, Washington Dental Service Plan A. The City agrees to pay up to 90% of the premium for dependents.

Section B. Officers who must pay a portion of the premiums for medical insurance may, if requested, participate in a pre-tax payment plan subject to IRS Section 125 and pursuant to City procedures and/or policies.

Section C. False Arrest Insurance. The Employer shall maintain, without cost to the employee, adequate false arrest insurance. [There is no agreement to maintain this language and it is reserved for single issue interest arbitration.]

Section D. Domestic Partner Insurance. Employees may, consistent with City policy, elect medical and/or dental insurance coverage for a domestic partner. The maximum cost to the City of the coverage shall be limited to the amount provided for spouse coverage under the medical plans as established in this contract.

Section E. Health Reimbursement Account: The City agrees to make monthly contributions not to exceed \$125 per employee to a Health Reimbursement Account (HRA as described above in Section B) for each member of the bargaining unit. Effective April 1, 2018, the parties agree as part of the LEOFF F enrollment and Kaiser enrollment described above, that the monthly contributions shall be increased by \$125 for a total monthly contribution of \$250 per employee. It is expressly understood by the parties that this increase in HRA contributions is connected to the enrollment in Plan F.

Section F. Vision Insurance. The City agrees to pay the premium for family vision insurance coverage under the Vision Services Plan offered by the Association of Washington Cities Benefits Trust with no deductible and with the second pair of glasses option. Employees that elect the LEOFF F medical plan receive vision insurance through the LEOFF Trust.

Section G. Notification of Change in Status. Employees shall notify the employer in writing whenever there is a change in family status that affects one or more City benefit programs. Such changes could include but are not limited to: birth or adoption of a child; marriage, divorce or legal separation; Medicare eligibility of employee or dependent; loss of dependent status due to age, college enrollment status, or failure to meet IRS definition of dependent; loss of insurance coverage other than City's. Such notification shall normally be given to the employer within thirty (30) days of the event that creates the change in family status.

Section H. Discontinuation of Medical Plan. If a third party medical insurer discontinues an insurance plan during the term of this Agreement, the Parties will meet and attempt to negotiate a replacement plan in time for open enrollment in the new plan. If the parties are unable to agree on a replacement plan in time, the Parties agree to expedited grievance arbitration to ensure a decision prior to open enrollment. The role of the arbitrator will be limited to awarding a substitute plan of substantially similar value to replace the expiring plan. In the event that a substantially similar plan is less beneficial than the expiring plan, the Parties agree that the arbitrator would have jurisdiction to award a supplemental remedy such as a HRA/VEBA contribution to make up the difference. Prehearing briefing and closing arguments will be allowed provided the decision can be issued in time for open enrollment.

ARTICLE 26 - WORKER'S COMPENSATION, LIGHT DUTY AND ALTERNATIVE DUTY ASSIGNMENTS

Section A. Time Loss. Any employee who is injured on the job and receives a time loss payment under state law shall keep the payment. The City will adjust the pay and leave balances of the employee for the period of time loss in accordance with state law.

Section B. Light Duty. When an employee is unable to perform regular duties due to job related injury or illness and the employee is receiving the employer's supplement as outlined in state law, the employee shall perform light duty tasks as the employer may require, subject to approval of the treating physician. When an employee is unable to perform regular duties due to a non-job related injury or illness and appropriate alternative work, as defined by the police chief, is available, the employee may request assignment to alternative duty tasks, subject to approval of the treating physician.

ARTICLE 27 - HOLIDAYS

Section A. Holidays. The following holidays shall be recognized and compensated:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day (last Monday in May)	Day before Christmas
Juneteenth	
Fourth of July	Christmas Day
Labor Day	*Floating Holiday

*Floating Holiday. Employees may elect the day on which they desire to take the floating holiday following advance consultation (one week) with an approval by his/her respective supervisor.

Section B: Compensation for Holidays. All employees who have been on the payroll of the City thirty (30) days and who are available for work their regularly scheduled work day prior to and their regularly scheduled work day following the holiday shall receive eight (8) hours of regular pay for the holidays in Section A regardless of which day of the week the holiday falls.

Depending on the employee's status, the following compensation shall apply:

Holiday Compensation Chart	
<i>Holiday Situation</i>	<i>Compensation Received</i>
Employees on scheduled day off on the holiday	Eight (8) hours holiday pay

Employees scheduled to work on Holiday	Normal scheduled day of salary + One and a half (1.5) pay rate for all hours worked on scheduled shift. (2.5 hours pay rate for all hours worked)
Any hours worked in excess of regularly scheduled hours on holiday	Normal salary hourly rate + Double (2) time pay rate for all hours beyond scheduled shift. (totaling 3.0 rate of pay)
Employee required to work on Holiday which is also a scheduled day off	Eight (8) hours holiday pay + Double (2) time pay rate for all hours worked on the holiday (3.0 pay rate up to 8 hours: beyond 8 hours 2.0 pay rate)
Annual Leave taken on Holiday	Scheduled hours taken from annual leave deducted + eight (8) hours of holiday pay
Call Out on Holiday Leave while on Scheduled day off	Eight (8) hours holiday pay + Double (2) time pay rate for all hours worked (minimum three (3) hour compensation) (3.0 pay rate up to 8 hours: beyond 8 hours 2.0 pay rate)
Sick Leave taken on holiday	Scheduled hours taken from Sick Leave + eight (8) hours of holiday pay
Administrative employee compensation on holiday that falls on a work day	Day off with pay
Administrative employee compensation for holiday that falls on scheduled day off	Day off with pay on State/Federal observed holiday
Floating holiday compensation	Day off with pay

Section C. Application. Holiday pay applies to a shift which begins on the date of the holiday.

Section D. Annual Leave In Lieu Of. Employees on their scheduled day off which falls on a holiday may choose to add eight hours of annual leave to their annual leave account in lieu of eight hours of holiday pay. Employees may choose annual leave in lieu of holiday pay on no more than (6) six occasions throughout the calendar year.

Section E. Administrative Option. Administrative Guild members who already have the day off on the State/Federal observed holiday (Friday or Monday) will have two options:

1. Take the last working day before or first working day following as a day off with pay. If they are called into work on the actual holiday they receive double time pay for all time worked; or,

2. Work their scheduled day. If they are called in to work on the actual holiday they receive up to eight hours of triple time and then double time for anything after that. If they are not called out on the actual holiday, they receive 8 hours of holiday pay or elect to add 8 hours of annual leave to their annual leave account.

ARTICLE 28 - ANNUAL LEAVE

Section A. Annual Leave. Annual leave with pay shall be allowed to each regular employee with six (6) months continuous service at the rate of eight (8) hours of annual leave credit for each month of completed service. During the first six (6) months of service, no annual leave with pay shall be allowed. After six (6) months employment, the employee shall have six (6) days accrued.

Section B. Annual Leave Accrual Rates. Annual leave for all employees shall be as follows:

<i>YEARS OF SERVICE</i>	<i>VACATION TIME ACCRUED PER MONTH</i>
1 - 12 months (1 st yr.)	8 hours per month
13 - 24 months (2 nd yr.)	8 hours 40 minutes per month
25 - 48 months (3 rd & 4 th yrs.)	9 hours 20 minutes per month
49 - 60 months (5 th yr.)	10 hours per month
61 - 84 months (6 th & 7 th yrs.)	10 hours 40 minutes per month
85 - 108 months (8 th & 9 th yrs.)	11 hours 20 minutes per month
109 - 120 months (10 th yr.)	12 hours per month
121 - 144 months (11 th & 12 th yrs.)	12 hours 40 minutes per month
145 - 168 months (13 th & 14 th yrs.)	13 hours and 20 minutes per month
169 - 204 months (15 th , 16 th & 17 th yrs.)	14 hours per month
205 - 228 months (18 th & 19 th yrs.)	14 hours and 40 minutes per month
229 months & after (20 th yr. and after)	15 hours and 20 minutes per month

Section C. Annual Leave Accrual Limits. Employees shall accumulate no more than 360 hours of annual leave at any one time. If annual leave is scheduled 30 days in advance and the chief must cancel and the cancellation causes the accrual to go over the 360 hour limit, the City agrees to pay the officer for any time lost over the 360-hour limit. No more than 240 hours of annual leave under this section shall be paid to an employee upon separation from employment with the City.

Section D. Years of Service. For the purpose of annual leave accrual, "years of service" is defined as that service unbroken by separation from City service other than by military, Peace Corps, annual leave, sick leave, disability leave or other authorized leave. Effective upon ratification of this Agreement, lateral transfers shall have their current accrual rates adjusted for time in law enforcement service in other jurisdictions. Employees returning from such leave or employees who were laid off, shall be entitled to credit for service prior to and including the leave or lay-off.

Section E. Annual Leave Scheduling.

1. The Employer agrees that an employee's request to take annual leave credited to the employee shall normally be honored, provided that it does not interfere with work load requirements and schedules.
2. Other factors being equal, employees with the greater seniority within the same job classification shall be given preference of annual leave requests within the respective selections involved.
3. Employees who desire to take their annual leave at a specific period and time shall submit their request to the Chief or their designee in writing using the patrol leave schedule. The patrol leave schedule will begin circulation to officers assigned to patrol no later than October 15th of the preceding calendar year. The schedule will be circulated based on seniority outlined in Sect E: (2). Each officer will have three consecutive days to select a block of vacation not to exceed three consecutive scheduled work weeks. At the end of that three day period the selection process will proceed to the next senior employee who will schedule their annual leave during their scheduled time block and will have preference for their requested annual leave over any senior officer who failed to submit their request during their scheduled three day time block. A senior officer may select their annual leave at any point after their scheduled three day time block has passed as long as it does not conflict with previously scheduled annual leave. The vacation schedule will be submitted to the Chief or their designee no later than December 30th of the prior calendar year. Subject to modification due to work load requirements and schedules, the chief or their designee will compile and publish a listing of these requests by the 1st of February of the scheduled calendar year. Employees on said list shall have priority and shall be granted annual leave insofar as possible for the time stipulated on the listing. Should it be necessary for the City to cancel a previously

scheduled annual leave due to emergency workload requirements, the employee's annual leave so canceled will be given priority for re-scheduling. It is understood and agreed between the parties that all annual leave shall be granted at the convenience of the Employer.

If an officer is in the Field Training Officer program when the primary vacation schedule process is initiated, the officer in training is not eligible to select a primary vacation, regardless of their seniority. Upon successful completion of the FTO program, the officer will be eligible to select their primary vacation for the following year based on availability.

4. Any regular employee who is in an annual leave status and becomes incapacitated through illness, accident or hospitalization shall have the right to revert to a sick leave status. In such case an employee shall furnish a statement from a duly licensed physician.
5. Patrol Sergeants and Lieutenants assigned to the same patrol team may not be on annual leave at the same time, unless authorized by the Chief or his designee.

ARTICLE 29 - TRAINING

Section A. Intent and Purpose. To improve the efficiency and professionalism of the officers, the Department will strive to provide professional training each year, subject to budget and manpower availability.

ARTICLE 30 - SAFETY

Section A. Equipment. To ensure the safety of all officers and to improve the effectiveness of the Department, the City will provide each officer with a bullet resistant vest as part of the officer's regular uniform. The City agrees to provide for any upkeep, maintenance, or reconditioning necessary as determined by the chief to keep the vest in safe condition.

ARTICLE 31 - SUBSTANCE ABUSE PREVENTION

Section A. Intent and Purpose. The City and the Guild acknowledge that substance abuse poses a serious threat to the health, safety and productivity of officers, other City employees and members of the public. For that reason, the Guild agrees that its members will be subject to the City's Substance Abuse policy as established in the City of Tumwater Personnel Policy and Procedures Manual with the following additions, modifications or clarifications:

1. It is understood that Guild officers will be requested and not required to sign a statement acknowledging receipt of a copy of the policy. Officers who choose not to sign will be subject to documentation from department management indicating that they received the copy but chose not to sign an acknowledgment of receipt.
2. Throughout the City's Substance Abuse Policy, the standard for supervisory action toward Guild members on matters of substance abuse shall be "probable cause". The basis for establishing probable cause for action shall be outlined in a written, standard operating procedure of the Tumwater Police Department to be adopted concurrently with this agreement.
3. For purposes of testing for the presence of substances, any positive result from a guild member's sample will be subject to confirmation by a GC-MS test.
4. The parties to this agreement recognize that maintaining a chain of custody for test samples is vital to fair treatment of the employee who has been tested. The parties acknowledge that the current chain of custody standards used by the testing service providers selected by the City and detailed during these negotiations are appropriate and sufficient. It is understood that a documented violation of the agreed upon standards for maintaining the chain of custody for test samples would nullify the sample and, if feasible, require retesting.
5. The parties further agree that the thresholds for reporting positive findings of commonly abused substances to the employer by the testing services provider shall be as follows:

SUBSTANCE	SCREENING THRESHOLD
Alcohol (Scr)	.03 G / DL
Cannabinoid (UR)	100 NG / ML
Amphetamines	1000 NG / ML
Barbiturates	300 NG / ML
Benzodiazepines	300 NG / ML
Cocaine (Metab)	300 NG / ML
Methadone	300 NG / ML
Methaqualone	300 NG / ML

Opiates	300 NG / ML
Phencyclidine	25 NG / ML
Propoxyphene	300 NG / ML

6. The parties agree that blood testing will be required of officers only for the purpose of determining or confirming whether alcohol is present within the system of the employee who is being tested.
7. If an employee has tested positive, the employer will provide a copy of the test results.
8. An employee being tested may request to have a sample collected by the City's designated test facility for testing by a laboratory of his/her choosing at the expense of the employee.
9. It is understood that the duty of a bargaining unit supervisor who suspects the impairment of another member of the bargaining unit will be limited to making the necessary observations and promptly notifying the police commander or chief, who will handle the report per the department's established procedure.
10. If an employee tests positive for substance abuse and is disciplined for violating the City's substance abuse policy for the first time, the discipline will be limited to a written warning on the condition that the employee must cooperate fully with any treatment program required by the City and agree to refrain from any future violations of the policy. If the employee has violated other department or City policies concurrently with the substance abuse policy, discipline up to and including termination may be administered as appropriate under the City policy or Civil Service Rules.

Section B. Discipline Resulting from Substance Abuse. The parties agree that any discipline/discharge action taken under the City's substance abuse policy, shall be subject to the provisions of Article 9 of this agreement.

ARTICLE 32 – SALARIES

Section A. 2024 Salary Schedule. Effective January 1, 2024, the 2023 monthly pay schedule shall be increased by 4.6%.

Police Officer	2024
Academy	\$6,503
FTO	\$6,828
Probation	\$7,167
Year 2	\$7,532
Year 3	\$7,907
Year 4	\$8,307
Year 5	\$8,728
Year 6	\$9,161
Year 7 and above	\$9,389

Police Sergeants	
Step 1	\$10,140
Step 2	\$10,421
Step 3	\$10,703
Step 4 and above	\$10,983

Police Lieutenants	
Step 1	\$11,643
Step 2	\$11,974
Step 3 and above	\$12,303

Section B. 2025 Salary Schedule. Effective January 1, 2025, the monthly pay schedule shall be increased by 3.5% over the 2024 rates.

Police Officer	2025
Academy	\$6,731
FTO	\$7,067
Probation	\$7,418
Year 2	\$7,796
Year 3	\$8,183
Year 4	\$8,598
Year 5	\$9,033
Year 6	\$9,481
Year 7 and above	\$9,718

Police Sergeants

Step 1	\$10,495
Step 2	\$10,786
Step 3	\$11,077
Step 4 and above	\$11,367

Police Lieutenants

Step 1	\$12,051
Step 2	\$12,393
Step 3 and above	\$12,734

Section C. 2026 Salary Schedule. Effective January 1, 2026, the monthly pay schedule shall be increased by an amount equal to 100% of the Seattle-Tacoma-Bellevue region CPI-U (June 2025) over the 2025 rates, with a minimum of 2.0% and a maximum of 5.0%.

Section D. Salary Steps Resulting from Promotion. An employee promoted to a different job class covered by this agreement, will be placed at the nearest pay step, which provides a salary increase.

Section E. Paydays. There shall be two paydays in a month. The first pay day of the month will be on or before the twenty-fifth (25th) day of the month. The second will be on or before the tenth (10th) day of the month.

Section F. Deferred Compensation. The City shall adopt a deferred compensation program as soon as practicable in 2025. For 2025, the City shall match an employee's contribution of up to one percent (1.0%) of their base pay to the deferred compensation program. For 2026, the City shall match an employee's contribution of up to two percent (2.0%) of their base pay to the deferred compensation program. The employee may elect to contribute additional funds with no employer match as determined or restricted by the deferred compensation plan.

ARTICLE 33 – LONGEVITY

Officers will be accorded a longevity premium in accordance with the following schedule:

	2024	2025	2026
10 Years of Service	3.0%	4.0%	5.0%
15 Years of Service	3.5%	4.5%	5.5%
20 Years of Service	4.0%	5.0%	6.0%
25 Years of Service	4.5%	5.5%	6.5%

ARTICLE 34 - SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction or administrative agency having jurisdiction over the subject matter, or by legislation of the State of Washington or federal government, such decision or legislation shall apply only to the specific article, section or position thereof directly affected. Upon issuance of any such decision or legislation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

ARTICLE 35 - TERM OF AGREEMENT

All provisions of this Agreement shall continue to be in full force and effect from January 1, 2024 through December 31, 2026, unless otherwise specified in this agreement.

Prior to termination of this contract, either party may recommend any or all parts of the Agreement be re-opened for negotiations, for a successor agreement. Notice to open negotiations must be provided to the other party in writing within one hundred fifty (150) days of the termination of this Agreement by submission and receipt in writing to the other party. The party receiving the request for re-opening of the contract will then be provided an opportunity to submit their recommendations or proposal prior to the start of formal negotiations.

APPENDIX A – PUBLIC SAFETY STATEMENT

Public Safety Statement

Use of Deadly Force Situations

SUMMARY STATEMENT TO SUPERVISOR

Incident Number: _____ Date: _____

Directions to on-scene supervisor:

This is a compelled statement.

The supervisor (sergeant or higher rank) is compelling this statement and will not deviate from its contents.

The supervisor will write down on this card the answers provided verbatim, and disseminate public safety information immediately via radio as appropriate, and provide this completed card to the first arriving investigative supervisor.

The police supervisor receiving this information is required to submit a written statement to the Investigations Division. The statement is to include that the Summary Statement was formally given to the involved officer, the content of the answers given by the involved officer, and that the supervisor did not deviate from the specified questions.

“(Rank of involved officer) _____ (Name of involved Officer) _____,

I am directing you to give me a summary statement in a use of deadly force incident. Due to the immediate need to take action, you are ordered to answer the following questions listed below. If you refuse to answer these questions relating to the performance of your official duties, you will be subject to Department charges, which could result in your dismissal from the Department.”

Requesting Supervisor:

Name _____ Rank _____ Per.# _____ Time _____

“At this time and to the **best of your knowledge**, please answer the following”:

1. From where and in what direction did you fire rounds?

_____.

2. In what direction did the suspect(s) fire rounds?

_____.

3. If you know of anyone injured, what is her/his location?

4. **If** any suspects are outstanding, what are their descriptions?

Supervisors: If there are **no** outstanding suspects, proceed directly to question #5, otherwise ask question #4 (a-d).

4a. What was their direction of travel?

4b. How long have they been gone?

4c. With what weapons were they armed?

4d. Are there any other safety risks known about the outstanding suspect(s)?

5. Does any evidence need protection?

6. Any known witnesses?

7. Where are they located?

“(Rank of involved officer)_____ (Name of involved officer) _____,
in order to prevent the contamination of your statement, I order you not to discuss
this incident with anyone, including your supervisors or staff officers, prior to the
arrival of the assigned investigators, with the exception of your legal
representation.”

This Agreement shall remain in full force and effect during the period of negotiation. This Agreement may be amended at any time during its effective term, provided there is mutual consent of both parties in writing.

DATED this _____ of _____, 2024.

CITY OF TUMWATER

*TUMWATER POLICE OFFICERS
GUILD*

Debbie Sullivan
Mayor
City of Tumwater

Jacob Rodriguez
President
Tumwater Police Guild

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

TO: City Council
 FROM: Lisa Parks, City Administrator
 DATE: January 16, 2024
 SUBJECT: 2024 City Council Meeting Schedule and Summer Recess

1) Recommended Action:

Move to approve the 2024 City Council Regular Meeting schedule.

2) Background:

Council Rules Section 3.2 states, *“Regular Meetings which fall on a primary or general election day may be moved to the Monday immediately prior, at the discretion of the Mayor.”* Additionally, Council Rules Section 3.3 states, *“The Council will generally not schedule Regular Meetings and committee meetings during a two-week period in August of each year.”*

Determining these two items early in the calendar year creates greater transparency and predictability for the public wishing to attend City Council Regular meetings. It also allows staff to adjust project milestones and deadlines according to available meeting dates and vacation scheduling by elected officials and City staff.

The proposed schedule includes canceling the July 4th Public Works Committee meeting and the December 24th Council Work Session due to holidays; establishing the summer recess for the first two weeks in August; and rescheduling the following meetings due to the general election and the Federal Presidential Primary:

Tuesday, March 12th Work Session moves to Monday, March 11th; and,
 Tuesday, November 5th Formal Meeting moves to Monday, November 4th.

Because the primary election on Tuesday, August 6th falls during the summer recess, it does not have to be moved to Monday, August 5th, as the schedule is currently proposed.

3) Policy Support:

VISION | MISSION | BELIEFS

Our Mission:

In active partnership with our community, we provide courageous leadership and essential municipal services to cultivate a prosperous economy, a healthy natural environment, vibrant neighborhoods, and a supportive social fabric.

4) Alternatives:

- ☐ Schedule Summer Recess for the last two weeks of August.
 - ☐ Do not cancel or reschedule the meetings
 - ☐ Some other course of action
-

5) Fiscal Notes:

There is no fiscal impact determining the meeting schedule and summer recess.

6) Attachments:

None.

TO: City Council
FROM: Brian Hurley, Fire Chief
DATE: January 16, 2023
SUBJECT: Fire Department Staffing Adjustment

1) Recommended Action:

Authorize a temporary increase in the number of allowed Fire Department FTE's from 53 to 56 as recommended by the Public Health and Safety Committee at their January 9, 2024 meeting.

2) Background:

The 2023-24 City budget authorized 53 total FTE's for the Fire Department. The Department currently has 53 FTE's. In 2024 we anticipate at least three staff retirements in the May through September timeframe. Considering the time required to onboard and train new staff, the Department is requesting approval to temporarily increase the maximum number of FTE's to 56 for the remainder of the biennium. This will enable the Department to bring replacement employees on board for academy training prior to the anticipated retirements. Having trained staff fill the open positions will not only help minimize strain on staff but also minimize overtime costs through the transition.

3) Policy Support:

Strategic Priorities and Goals 2023-24: Provide and Sustain Quality Public Safety Services

4) Alternatives:

☐ Do not authorize

5) Fiscal Notes:

The Department had several open positions in 2023 with some salary savings carrying over into 2024. It is believed that the cost of the additional positions during the transitions can be covered under the current budget allocation. If there are additional costs a budget amendment will be requested in 2024.

6) Attachments:

A. None

TO: City Council
 FROM: Brad Medrud, Planning Manager
 DATE: January 16, 2024
 SUBJECT: 2024 Long Range Planning Work Program

1) Recommended Action:

Approve the 2024 Long Range Planning Program.

2) Background:

The City Council approves an annual long range planning work program at the beginning of each year. The City Council and the Planning Commission discussed the draft 2024 long range planning work program and the 2025 Comprehensive Plan periodic update at a joint work session on December 12, 2023 and on January 10, 2024, the General Government Committee placed the work program on the consent calendar for the City Council's January 16, 2024 meeting.

The City Council, Planning Commission, residents, property owners, and City staff typically propose annual work program items. The major focus of the draft 2024 long range planning work program will be on the City's 2025 Comprehensive Plan periodic update.

3) Policy Support:

Land Use Element Policy LU-1.9 Ensure consistency between the Land Use Element and the Tumwater Zoning Code.

Land Use Element Action LU-1.9.1 Implement the Land Use Element by revising the Zoning Code and other municipal Codes to reflect the goals, policies, actions, and designations outlined in the Land Use Element.

4) Alternatives:

☐ Remove from the consent calendar, amend, and approve.

5) Fiscal Notes:

The annual work program includes items that are internally funded as well funded through outside state and federal grants.

6) Attachments:

- A. Staff Report
- B. Draft 2024 Long Range Planning Work Program (B1 – B3)
- C. 2025 Comprehensive Plan and Development Code Update Schedule

STAFF REPORT



Date: January 16, 2024
To: City Council
From: Brad Medrud, Planning Manager

2024 Long Range Planning Work Program

The City Council approves an annual long range planning work program at the beginning of every year. The annual work program will guide all long range planning projects during 2024. The City Council and Planning Commission discussed the draft 2024 work program at a joint work session on December 12, 2023 as well as general topics related to their roles on a range of community development issues. On January 10, 2024, the General Government Committee placed the work program on the consent calendar for the City Council’s January 16, 2024 meeting

The City Council, Planning Commission, community members, and City staff can propose projects for the annual work program.

The draft 2024 work program consists of projects budgeted for 3.10 FTEs.

Almost half of the staff time budgeted for the proposed 2024 work program will be spent on the City’s 2025 Comprehensive Plan and Development Code periodic update, which is discussed in more detail below. Ongoing work on the Bush Prairie Habitat Conservation Plan and with the Regional Housing Council on homelessness and affordable housing issues will take more than one quarter of long range planning staff time in 2024.

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2023 Accomplishments

The Community Development Department was able to bring on Erika Smith-Erickson as our new Land Use and Housing Planner.

The following items were completed from the 2023 long range work program:

- Housing Action Plan – Rental Registration (Ordinance No. O2022-014) – Adopted February 2023.

The following items are still ongoing from the 2023 long range work program:

- 2023 Comprehensive Plan Amendments (Ordinance No. O2023-002) – Expected approval February 2024.
- General Development Code Housekeeping Amendments (Ordinance No. O2023-012) – Expected approval February 2024.
- 2025 Comprehensive Plan and Development Code Periodic Update – Expected approval June 2025.
- Bush Prairie Habitat Conservation Plan – Work is ongoing.
- Regional Housing Council – Work is ongoing.
- Hazard Mitigation Plan for the Thurston Region Update – Expected approval March 2024.

- Urban Forestry Management Plan – Landscaping and Buffering Requirements Update – Expected to be able to restart work on the project in March 2024.
- Urban Forestry Management Plan – Street Tree Standards Update – Expected to be able to restart work on the project in March 2024.
- Urban Forestry Management Plan – Tree and Vegetation Preservation Regulation Update – Expected to be able to restart work on the project in March 2024.
- Thurston County Code Title 22 – Tumwater Urban Growth Area Zoning Update – Schedule is dependent on County work program.
- Equity Toolbox – Expected to be complete in 2024.

Proposed 2024 Long Range Work Program

Attachments B1 – B3 are the draft 2024 long range planning work program. The 2024 work program is divided into five parts:

1. Comprehensive Plan Amendment Docket
2. Development Regulation Amendment Docket
3. Other Planning Projects
4. General Management and Coordination
5. Below the Line Projects – Projects that would be considered if the projects in the first four parts are completed and staff time is available.

Under each of the five parts, individual projects are identified with an estimate of staff time needed to complete, who proposed the project, how they address City Council strategic priorities, and detail on the work required. For more details on individual projects, please see Attachments B1 – B3 *Draft 2024 Long Range Planning Work Program*.

1. Comprehensive Plan Amendment Docket – Discussed further below.

Approximately 33% of all budgeted staff time.

- a. 2025 Comprehensive Plan Periodic Update (Continued from 2022-23)

2. Development Regulation Amendment Docket

Approximately 22% of all budgeted staff time. 2025 Development Code Periodic Update is approximately 10% of all budgeted staff time.

- a. 2025 Development Code Periodic Update – Discussed further below (Continued from 2022-23)
- b. Urban Forestry Management Plan Amendments – Landscaping, Street Tree Standards, and Tree and Vegetation Preservation (Continued from 2022-23)

- c. Other Amendments – 2024 Development Code Housekeeping Amendments and Thurston County Code Title 22 – Tumwater Urban Growth Area Zoning (Continued from 2022)

3. Other Planning Projects

Approximately 25% of all budgeted staff time. The Habitat Conservation Plan is approximately 11% of all budgeted staff time.

- a. Bush Prairie Habitat Conservation Plan (Continued from 2016)
- b. Equity Toolbox (Continued from 2022-23)
- c. Food System Plan (New in 2024)
- d. Hazard Mitigation Plan Update (Continued from 2022-23)
- e. Managing Multifamily Tax Exemption Program (Ongoing)
- f. Code Enforcement (Ongoing)
- g. As well as Permit Review Support, Public Inquiries, and other items (Ongoing)

4. General Management and Coordination

Approximately 20% of all budgeted staff time. Regional Housing Council is approximately 10% of all budgeted staff time.

- a. General Coordination with Other Departments – Code Compliance Team, Traffic Team, Green Team, Stormwater Team, GIS Team, and other items (Ongoing)
- b. General Coordination with Other Jurisdictions
 - 1) Regional Housing Council (minimum 0.25 FTE per Memorandum of Understanding) (Ongoing)
 - 2) Work with the Port of Olympia, other cities, County, State, Tribes, Thurston Regional Planning Council, and Intercity Transit among others (Ongoing)
 - 3) Department Management (Ongoing)
 - 4) Training (Ongoing)

Growth Management Act and the Periodic Update

In Washington State, the Growth Management Act requires fast-growing cities and counties to manage their population growth by developing a comprehensive plan and keeping it updated.

Every ten years under the Growth Management Act, the City must conduct a periodic update of its Comprehensive Plan and related development regulations to ensure they comply with the

Growth Management Act and respond to changes in the City since the last periodic update in 2016.

Tumwater Comprehensive Plan

The Comprehensive Plan establishes the outline for managing the City's policymaking and investment decisions for the next 20 years from 2025 to 2045.

The Comprehensive Plan's goals, policies, and implementation actions are the foundation for how the City addresses future public and private development, directs spending for capital facilities improvements, and collects development impact fees and other development charges.

The Comprehensive Plan addresses where development will occur, at what intensities, and concurrent with required infrastructure improvements.

Tumwater Development Regulations

The City's development regulations translate the goals and policies of the Comprehensive Plan into the zoning, land division, and environmental codes that private and public landowners must follow to develop property in the City. Zoning is a planning practice of classifying land as regulated zones for designated purposes to create suitable land use patterns, by various types of similar uses, or by design standards, e.g., form-based codes, to meet the goals and vision identified in the City's Comprehensive Plan.

The City's development regulations adopt the City's Zoning Map which establishes the location and boundaries of the zoning districts that allow for specific uses and intensities. The City's Zoning Map is based in turn on the land uses and intensities identified in the Citywide Future Land Use Map in the Comprehensive Plan.

2025 Periodic Update

On a ten-year cycle, the City is required by the state to conduct a Growth Management Act periodic update of its Comprehensive Plan and development regulations. For the current cycle, the City is required to complete the periodic update by June 30, 2025.

The updated Comprehensive Plan will address diversity, equity, and inclusion throughout the Plan and incorporate many state-required changes addressing affordable housing, climate change, transportation, and other topics.

The City is expected to grow in population from 27,100 in 2023 to 37,380 by 2045 with an additional 6,000 people in the City's urban growth area. Note that these numbers may be an undercount of likely growth based on projected and actual growth since the last Comprehensive Plan periodic update in 2016. The projected housing need from 2025-45 is 6,664 new dwelling units with the majority being multifamily. The Comprehensive Plan is required to show how and where the new population and housing will be accommodated.

The addition of more people, housing, and jobs will result in a greater need for public services maintained by the City from roads, sidewalks, and bike lanes, to police and fire services, to water, sanitary sewer, and stormwater facilities, parks and recreation facilities, as well as the staff required to maintain those services.

It is expected that the periodic update will result in increased density throughout the City to meet state requirements for housing, climate mitigation, and conservation of state and federally protected species. In turn, this will require revisions to how transportation, public utilities, and park and recreation facilities will be funded through impact fees and Capital Facilities Plan projects to meet state concurrency requirements.

Under state law, the periodic update process is the time where the City Council and the community have the greatest ability to provide input on how and where development of the City occurs.

Periodic Update Schedule and Action Items

The periodic update process will require resources from all City departments to complete. Attachment C *Schedule* identifies the lead and supporting departments for each Element and Plan in the Comprehensive Plan, funding, and the likelihood of consultant support. Funding for the periodic update will be a mixture of general government and state grant funds.

Phase 1 – Project Start (Summer 2023 – Winter 2024)

City staff is completing review of the visions, goals, and policies in the existing Comprehensive Plan and preparing gap analyses for the Comprehensive Plan and Development Code. The community and stakeholders will be introduced to the periodic update process through a series of communications and asked to prioritize the Comprehensive Plan’s vision, goals, and policies through a variety of media outreach methods, including surveys, utility inserts, open houses, informal meetings, presentations, and social media.

A community survey is available now on the [Comprehensive Plan periodic update website](#). Postcards were mailed to residents on December 4, 2023 to let them know about the survey.

Phase 2 – Plan Development (Winter 2024 – Spring 2024)

Feedback gathered through the community outreach process will be incorporated into the draft Comprehensive Plan and Development Code. City staff will present the drafts of the Elements and Plan to the Planning Commission and General Government Committee as well as external and internal stakeholders and focus groups comprised of subject-area experts for review and comment.

Phase 3 – Legislative Process (Summer 2024 – June 30, 2025)

City staff will complete a draft version of the Comprehensive Plan and the Development Code amendments during Phase III. City staff will present the drafts to the Planning Commission and General Government Committee as well as external and internal stakeholders for review.

The Planning Commission will hold several work sessions to discuss the Comprehensive Plan and the Development Code amendments and then conduct a public hearing or hearings to gather formal public comment on the draft Comprehensive Plan before developing findings of fact, conclusions, and recommendations that will be forwarded to City Council.

The City Council will consider the recommendation forwarded by the Planning Commission and will hold several work sessions to discuss the Comprehensive Plan and the Development Code amendments.

The process will culminate in the adoption of an updated Comprehensive Plan and amended Development Code by the Growth Management Act deadline of June 30, 2025.

Periodic Update Process and Schedule

Comprehensive Plan Periodic Update

Phase I –Community Engagement – Fall 2022 – Summer 2025

- 1) Community Engagement Process – *Through June 30, 2025*
- 2) Consultant Selection and Contracting – Develop and issue request for proposals for consultant and consultant selection and contracting – *Winter and Spring 2024*
- 3) Data Gathering – Staff and consultants gather data and start review of the Elements, Plans, and maps – *Spring and Summer 2024*

Phase II – Plan Development – Winter 2024 – Fall 2024

- 1) Periodic Update Drafts – Staff and consultants start work on the draft Comprehensive Plan Elements, Plans, and maps and the Development Code – *Winter 2024*
- 2) Individual Comprehensive Plan Element and Plan Discussions and Work Sessions – *Winter – Fall 2024*
 - a) Community Stakeholders
 - b) Planning Commission
 - c) General Government Committee and City Council
- 3) Complete Draft of Periodic Update – Staff and consultants complete draft of the Comprehensive Plan Elements, Plans, and maps and the Development Code – *Fall 2024*

Phase III – Legislative Process – Fall 2024 – June 30, 2025

- 1) SEPA and Commerce Review – *Fall 2024*
- 2) Public Adoption Meetings – *Fall 2024 and Winter 2025*
 - a) Community Stakeholders
 - b) Planning Commission
 - c) City Council
- 3) Submit Notice of Adoption to Commerce – *Spring 2025*

Capital Facilities Plan Update – 2025

- 1) Preliminary Docket Process – *Winter 2025*
- 2) Develop Capital Facilities Plan – *Spring and Summer 2025*
- 3) SEPA and Commerce Review – *Summer 2025*
- 4) Final Docket Process – *Fall 2025*

Development Code Periodic Update Process – 2024/2025

- 1) Discussions of Amendments to Development Code Regulations (Titles 16, 17, and 18) and Title 3 – *Spring, Summer and Fall 2024*
- 2) Draft Ordinance – Staff and consultants complete draft ordinance – *Winter 2025*
- 3) SEPA and Commerce Review – *Winter 2025*
- 4) Public Adoption Meetings – *Winter 2025 and Spring 2025*
- 5) Submit Notice of Adoption to Commerce – *June 30, 2025*

Resources Needed

Staff

The periodic update is expected to require the following staff resources:

- 1) Community Development Department
 - a) Planning – The periodic update process is expected to require 1.5 FTE in 2024 and 2025.
 - b) Economic Development – The minor periodic update of the goals and strategies in the Economic Development Plan and coordination with the Economic Development Manager and a consultant to update the data workbook is expected to require 5% of one FTE in 2024 and 2025.

2) Executive Department

- a) Executive – The periodic update will require staff time from the Executive Team to support the periodic update.
- b) Communications Team – The periodic update will require staff time from the Communications Team to support the actions identified in the Public Engagement Plan.

3) Transportation & Engineering Department

- a) Transportation – The major periodic update of the Transportation Plan will require staff time from the Transportation & Engineering Department Director and Transportation Manager and coordination with a consultant to update the Transportation Plan and prepare the Climate Element.
- b) GIS Team – The periodic update will require staff time from the GIS Team to support the periodic update.

4) Water Resources & Sustainability Department – The preparation of the new Climate Element and the periodic update of the Lands for Public Purposes and Conservation Elements will require staff time from the Water Resources & Sustainability Department Director and from the Water Resources & Sustainability staff, including the Sustainability Coordinator.

5) Parks & Recreation Department – Work on a major periodic update of the Parks, Recreation, and Open Space Plan was not funded as part of this periodic update process.

Consultants

The periodic update is expected to require the following consultant resources for the following:

- 1) Economic Development Plan – Minor update of Plan was completed in 2019.
- 2) Transportation Plan – Major update of Plan was completed in 2016.
- 3) Middle Housing Development Code Amendments – Amendments will require consultant assistance.
- 4) Climate Element – New plan will require consultant assistance to develop required subelements.

Funding

The periodic update is primarily an internally funded annual work program task. The City has filed an application for a Washington State Department of Commerce grant for \$125,000 to update the Transportation Plan and Economic Development Plan and is waiting to hear back edits to our proposed scope and budget. The City has been awarded a Washington State Department of Commerce grant for \$75,000 to address the new state middle housing requirements. The City

has filed an application for a Washington State Department of Commerce grant application for \$500,000 to support the development of a Climate Element and supporting implementation actions and is waiting to hear back edits to our proposed scope and budget.

Comments and Contact information

Written comments are welcome at any time during the periodic update process and staff will address and publish all formal comments

City of Tumwater contacts:

- The periodic update email is compplan@ci.tumwater.wa.us.
- All documents related to the periodic update will be located on the [City's periodic update webpage](#).

2024 <u>DRAFT</u> CITY OF TUMWATER LONG RANGE PLANNING WORK PROGRAM					
	PROJECT	STAFF HOURS	PROPOSED BY	CITY COUNCIL STRATEGIC PRIORITIES	PROJECT DESCRIPTION/COMMENTS
COMPREHENSIVE PLAN AMENDMENT DOCKET					
1	2025 Comprehensive Plan Periodic Update	1,800	City Staff	1, 2, 3, 5	Starting in Fall 2022 through June 30, 2025, prepare state required ten-year periodic update to the City's Comprehensive Plan, including updates to the Conservation, Housing, Land Use, Lands for Public Purposes, and Utilities Elements as well as the Transportation Plan and the creation of a Climate Element. Manage community engagement process and project website. Work in 2024 will primarily be focused on community engagement and working with other City departments and consultants on preparing the draft elements and plans. Work will be coordinated with concurrent updates to development regulations. Consultant and grant management. Work with the community, internal and external stakeholders, other agencies, Planning Commission, Public Works Committee, General Government Committee, and City Council.
Subtotal		1,800			
DEVELOPMENT REGULATION AMENDMENT DOCKET					
1. Development Regulation Periodic Update					
a	2025 Development Regulation Periodic Update	560	City Staff	1, 2	Starting in Fall 2022 through June 30, 2025, review and update development regulations to address the required state periodic update. Review Commerce checklist and Ecology checklist for critical areas. Will involve updates to Titles 3, 14, 15, 16, 17, and 18. Work will be coordinated with concurrent updates to the Comprehensive Plan. Consultant and grant management. Briefings, work sessions, and hearing would occur in 2024-25, as well as preparing the staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
		560			
2. Urban Forestry Management Plan Amendments					
a	Landscaping and Buffering Requirements (O2023-004)	100	City Staff	2	Ongoing from 2022. After completion of the Urban Forestry Management Plan update in 2021, work with consultant to complete update to landscape buffering and screening regulations (TMC 18.47). Work was paused to address issues with the Washington State Wildland-Urban Interface Code. Consultant management. Briefings, work sessions, and hearings. Prepare staff report, ordinance, and other materials and work with Tree Board, Planning Commission, General Government Committee, and City Council.
b	Street Tree Standards Update (O2023-005)	120	City Staff	2	Ongoing from 2021. After completion of the Urban Forestry Management Plan update in 2021, work with a consultant to prepare update to street tree regulations (TMC 12.24), a Street Tree Plan, and guidelines throughout the code. Work was paused to address issues with the Washington State Wildland-Urban Interface Code. Briefings, work sessions, and hearings. Prepare staff report, ordinance, and other materials and work with Tree Board, Planning Commission, General Government Committee, and City Council.
c	Tree Preservation Regulation Update (O2023-006)	160	City Staff	2	Ongoing from 2022. After completion of the Urban Forestry Management Plan update in 2021, work with consultant to complete update to tree preservation regulations (TMC 16.08). Work was paused to address issues with the Washington State Wildland-Urban Interface Code. Consultant management. Briefings, work sessions, and hearings. Prepare staff report, ordinance, and other materials and work with Tree Board, Planning Commission, General Government Committee, and City Council. Work includes resolving issues with the adoption of the Washington State Wildland-Urban Interface Code.
		380			
3. Other Amendments					
a	FP Floodplain Regulations Amendments	80	City Staff	1	Update TMC 18.38 FP Floodplain Overlay to address FEMA update requirements before May 8, 2024 deadline following the guidance from the State Department of Ecology's Community Assistance Visit in the spring of 2023. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
b	General Development Code Housekeeping Amendments	80	City Staff	1	Address minor housekeeping amendments from 2023 and 2024, including updating code that addresses signs. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
c	Thurston County Code Title 22 - Tumwater Urban Growth Area Zoning	160	City Staff	1, 2	After completion of the Joint Plan update in 2021, start work with County staff to revise Thurston County Code Title 22 and City development codes as needed to be consistent in the Urban Growth Areas. Schedule will depend on County work plan. Briefings, work sessions, and hearing. Prepare staff report, ordinance, and other materials and work with City and County Planning Commissions, General Government Committee, and City Council.
		240			
Subtotal		1,180			

OTHER PLANNING PROJECTS					
1	Annexations	0	City Staff	1	Briefings, work sessions, and hearings. Prepare staff reports, ordinances, and other materials and work with County, Office of Financial Management, Boundary Review Board, General Government Committee and City Council.
2	Code Enforcement Process	20	City Staff	4	Code Enforcement process improvements. Staff meetings and discussion.
3	Current Planning Projects	48	City Staff	1	Advise permit staff on permitting projects.
4	Deschutes Flood Reduction Study/Thurston and Olympia Lakes Flood Map Study	4	City Staff	2	Support Deschutes Flood Reduction Study and Thurston and Olympia Lakes Flood Map Study work.
5	Equity Toolbox	80	City Staff	6	Ongoing from 2021. Complete work with consultant to prepare equity toolbox. Meetings with City staff and research.
6	Food System Plan	80	City Council	1	Prepare a City Food System Plan to address community concerns with food insecurity on the local level. Work with a consultant to prepare a Plan that focuses on supporting ways to access food more effectively and consider the role of local and community based agriculture activities, such as community gardens and local producers and processors to build a more resilient food system. The Plan would focus on how to provide healthy food to the community, reduce food waste, support local food processing, eliminate barriers, address gaps in the current system, produce solutions to implement at appropriate scale, and identify how to maintain and update resource materials through jurisdictional and community partners. Briefings, work sessions, and hearing. Prepare staff report, plan, resolution, and other materials and work with Planning Commissions, General Government Committee, and City Council.
7	Grant Funding/2024 CDGB	60	City Staff	1, 2	Research grant funding opportunities that support long range planning goals. Senior housing support is one potential grant area. Will be addressing the City of Tumwater 2024 CDBG grant application process.
8	Habitat Conservation Plan	600	City Council	2	Ongoing from 2016. Phase II and III work and potential Phase IV. Includes consultant management and coordination with Port and USFWS. NEPA/SEPA EIS support as state SEPA lead agency. Complete public draft of the HCP. Development implementation tools. Briefings, work sessions, stakeholder meetings, and community meetings. Work with other City departments, internal stakeholder team, Port staff, USFWS, WDFW, Planning Commission, General Government Committee, and City Council. Includes consultant management and grant management.
9	Hazard Mitigation Plan for the Thurston Region	40	City Staff	2, 4	Ongoing from 2021. Complete the update the City of Tumwater chapter of the Hazard Mitigation Plan for the Thurston Region. The current plan is due for an update in 2023. Thurston County Emergency Management and Thurston Regional Planning Council (TRPC) secured a FEMA Pre-Disaster Mitigation grant to update our region’s plan. The plan update process is expected to launch in November 2021 and take approximately 18 months to complete. Participation in a multi-agency planning workgroup. Briefings, work sessions, stakeholder meetings, and community meetings. Work with other City departments, internal stakeholder team, Planning Commission, General Government Committee, and City Council.
10	Housing – Affordability and Homeless	40	City Staff	1	Work outside of Comprehensive Plan and development regulation periodic update above above and specific Regional Housing Council management and coordination meetings below on other housing affordability and homelessness strategies.
11	Long Range Planning Website Updates	12	City Staff	1	Ongoing.
12	Managing Multifamily Tax Exemption Program	80	City Staff	1	Manage new applications and annual reporting to the State for the City's TMC 3.30 Multifamily Housing Tax Exemptions programs. Briefings, work sessions, and hearings. Prepare staff reports, contracts, and other materials and work with General Government Committee and City Council.
13	Public Inquiries and General City Council and Interdepartmental Support	280	Various	1	Support on unspecified projects, inquiries, and requests.
Subtotal		1,344			
GENERAL MANAGEMENT AND COORDINATION					
1	General Coordination with Other City Departments	72	City Staff		Various
a	All City Staff Meetings	8	City Staff	6	Quarterly meetings
b	Code Compliance Team	0	City Staff	2, 4	Ongoing monthly meetings
c	GIS Team	8	City Staff	6	Ongoing meetings
d	Green Team	16	City Staff	2	Ongoing meetings
e	Stormwater Interdisciplinary Team	12	City Staff	2	Ongoing meetings
f	Traffic Team	20	City Staff	3	Ongoing meetings
g	Web Team	8	City Staff	1	Ongoing meetings
2	General Coordination with Other Jurisdictions	669	City Staff		Various
a	Port of Olympia	24	City Staff	1	Quarterly Meetings and other coordination
b	City of Olympia	8	City Staff	1	Review proposed Comprehensive amendments and other coordination outside of housing
c	Intercity Transit	8	City Staff	3	Coordination with staff
289	Olympia School District	1	City Staff	1	Coordination with staff
	Regional Housing Council	520	City Staff	1	Ongoing from 2020. Bimonthly RHC meetings, monthly City Staff RHC prep meetings, weekly technical team meetings, and other workgroup meetings. 0.25 FTE annual commitment per MOU.
	State of Washington	4	City Staff	1	Coordination with staff
	Thurston County	24	City Staff	1	Ongoing coordination not associated with a specific project, includes long range planning coordination with four jurisdictions
h	Thurston County TDR Program	24	City Staff	1	Coordination with Council and other City staffs on updating TDR program
i	Thurston Regional Planning Council	28	City Staff	1	Regional planner meetings/jurisdiction meetings
j	Thurston Thrives - Housing Action Team	20	City Staff	1	Attend monthly regional coordination meetings
k	Tribal Governments	4	City Staff	1	Coordination with staff
l	Tumwater School District	4	City Staff	1	Review Capital Facilities Plan and other coordination
3	Department Management	268	City Staff		Various
a	General Management	48	City Staff	1	Staff review and development. Managing staff.
b	Management Team Meetings	160	City Staff	1	Ongoing Weekly Meetings
c	Planning Commission Support	60	City Staff	1	Ongoing coordination with chair. Zoom meeting management. Interviews and training.
4	Training	60	City Staff	1	AICP certificate maintenance. Conferences.
Subtotal		1,069			

TOTAL HOURS: 5,393
TOTAL REQUIRED PLANNERS (FTEs): 3.00
TOTAL AVAILABLE PLANNERS (FTEs): 3.10
TOTAL AVAILABLE PLANNER TIME (Hours X FTEs): 5,395
PLANNER TIME DIFFERENCE (Hours X FTEs): 2

Approved by the City Council on January _____, 2024

Note: Staff hours for items that include briefings, work sessions, and ordinances include a minimum number of public meetings (5) and hours for the public meeting process (40).

	PROJECT	STAFF HOURS	PROPOSED BY	CITY COUNCIL STRATEGIC PRIORITIES	PROJECT DESCRIPTION/COMMENTS
BELOW THE LINE PROJECTS (To be considered as projects above are completed and staff time is available)					
→	Aquifer Protection Standards Amendments	80	City Staff	2	Update TMC 16.24 Aquifer Protection Standards and TMC 18.39 AQP Aquifer Protection Overlay to consider extending protections offered by the City system to other water systems in the City per Planning Commission recommendation on April 9, 2019. Briefings, work sessions, hearing, and ordinance.
→	Autonomous Vehicles	80	City Staff	3	See TVW series on transportation 2019 per John Doan. Prepare update to regulations. Briefings, work sessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Basin Plans – Deschutes and Black Lake (Subdivision Code/Housing Types	120	City Staff	2	Thurston County and TRPC led basin planning efforts for Black Lake and Deschutes basins. Black Lake Basin Water Resource Protection Study, Final Report was issued June 2015. Study recommended considering removal of portion of UGA on south Black Lake. Consider fire service (Black Lake) and conversion of septic systems to sewer. Appendix E of Study included suggested amendments to the City's Subdivision code for new subdivisions near wetlands and high groundwater flooding. Deschutes Basin Watershed Land Use Analysis, Scenario Development Report issued November 2016.
→	Citywide Design Standards Update	80	City Staff	1	Review how the Citywide Design Guidelines (TMC 18.43) have been working since adoption in 2016. Includes addressing corner setbacks for industrial zone district in the Citywide Design Guidelines do not match the standards found in the municipal code (TMC 18.24 and TMC 18.43) and addressing materials of new mini-storage uses (TMC 18.43). Briefings, work sessions, hearing, and ordinance.
→	Code Enforcement Amendments	60	City Staff		Ongoing from 2020. Substantive code revisions to reconcile International Property Maintenance Code (TMC 15.18) and Nuisances Code (TMC 8.04). Briefings, work sessions, and hearing. Prepare staff report, ordinance, and other materials and work with General Government Committee and City Council.
→	Electric Vehicle Infrastructure	80	City Staff	3	Work with Building Official on electric vehicle charging infrastructure requirements for new commercial buildings per WAC 51-50-0427. Prepare update to regulations. Briefings, work sessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Essential Public Facilities	120	City Staff		Separate essential public facilities from the Conditional Use Permit chapter (TMC 18.56) and establish conditions for each of the individual essential public facilities. Briefings, work sessions, hearing, and ordinance.
→	Housing - Affordability and Homelessness	48	City Council	1	Ongoing from 2020. Work outside of development regulation amendments above and specific Regional Housing Council management and coordination meetings below on other housing affordability and homelessness strategies. Marketing.
→	Housing Action Plan - Infrastructure (Housing Affordability Fee Work Plan Ordinance #9/Housing Action Plan Action 1.m.)	60	City Council	1, 3	Part of Housing Affordability Fee Work Plan approved May 28, 2019 and Housing Action Plan approved 2021. Work with the Public Works Department to make infrastructure investments for infill areas needing upgrades with follow-up by City staff to develop potential scenarios with emphasis on areas where housing affordability is most likely to occur. Public meetings, briefings, work sessions, hearing, and ordinance.
→	Multifamily Tax Exemption Update	160	City Staff	1	Review and update TMC 3.30 Multifamily Housing Tax Exemptions in response to 2021 updates to state law. Briefings, work sessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Pipeline - Land Use Review	80	City Staff	2	Review proposed land use and zoning along the Olympic fuel pipeline and Williams natural gas pipeline and propose amendments as needed. Coordinate with County for Urban Growth Area issues as needed. Briefings, work sessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Thurston Climate Mitigation Plan - Related Development Code Amendments	120	City Council	2	After acceptance of Thurston Climate Mitigation Plan in 2021 and the start of Phase 4 implementation, work on associated updates to development regulations. Briefings, work sessions, and hearing. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Zero Effect Drainage Discharges	120	City Staff	2	Review TMC 13.22 - Zero Effect Drainage Discharge after a new Drainage and Erosion Control Manual is adopted to see if it is appropriate to revise or remove. From the LID update, look at how TMC 13.22 works with the new City of Tumwater Drainage and Erosion Control Manual and what projects have been built using the code. Briefings, work sessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
TOTAL HOURS:		1,208			

Working Days Calculation - 2024

	Weekend Days		Weekday Days	
	5.00	4.00	Total	Working
January	1.00	1.00	31.00	22.00
February	0.00	2.00	28.00	20.00
March	2.00	0.00	31.00	21.00
April	0.00	2.00	30.00	22.00
May	0.00	2.00	31.00	23.00
June	2.00	0.00	30.00	20.00
July	0.00	2.00	31.00	23.00
August	1.00	1.00	31.00	22.00
September	1.00	1.00	30.00	21.00
October	0.00	2.00	31.00	23.00
November	1.00	1.00	30.00	21.00
December	1.00	1.00	31.00	22.00
	9.00	15.00		
	45.00	60.00		
Total Days Per Year Per FTE	105.00		260.00	
Total Hours Per Year per FTE			2,080.00	

FTE Calculations - 2024

Brad Medrud	1.00
Erika Smith-Erickson	0.80
Alex Baruch	0.20
Austin Ramirez	0.10
Senior Planner	0.70
Intern	0.00
Permit Tech/Administrative Assistant	0.10
Mike Matlock	0.20
Total FTEs	3.10

Productive Hours Calculation - 2024

	Hours
Total Hours Per Year (X Total FTEs)	6,448
<i>Less</i>	
Holidays (11 days X Total FTEs)	273
Vacations (12 days X Total FTEs)	298
Sick Leave (5 days X Total FTEs)	198
Subtotal	769

1. Build a Community Recognized for Quality, Compassion, and Humanity

Adopt and implement Tenant Protections
 Build and enhance Tribal Relations
 Explore alternative building materials for Housing
 Implement Metropolitan Park District
 Implement the Affordable Housing & Houselessness Action Plan
 Implement the Arts & Cultural Heritage Program
 Plan and site new Community Center
 Raise the Minimum Wage for everyone in Tumwater
 Streamline Permitting for Housing Projects
 Support and advance Intergenerational Housing Opportunities
 Support Housing Stability Policies and Programs

2. Be a Leader in Environmental Sustainability

Complete and Implement Habitat Conservation Plan
 Continue Septic to Sewer Conversion
 Continue to update and advance the Climate Action Plan
 Ensure ample water supply
 Implement Urban Forestry Plan
 Include environmental protection in City projects
 Integrate Code Enforcement and Tree Protection
 Recruit Green Employers and Jobs
 Remove Obstructions to Fish Passage
 Require new City buildings be all-electric
 Streamline permitting for Green Projects
 Update the Tree Protection Ordinance

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

Bike and Pedestrian System
 Implement Capitol Boulevard Plan
 Implement Sidewalk Plan
 Update the Transportation Impact Fee System

4. Provide and Sustain Quality Public Safety Services

“FD Cares” a Social and Human Services Response
 Complete RFA Planning Work
 Expand the Community Risk Reduction Program
 Implement City Emergency Management Program
 Law Enforcement Master Plan
 Study BLS Transport in Fire Department

5. Pursue Targeted Community Development Opportunities

Continue to build the Craft Beverage Legacy
 Find a Permanent Home for Farmer’s Market
 Hire an Economic Development staff person
 Implement the City’s Economic Development Plan

6. Refine and Sustain a Great Organization

Construct the new O&M Facility
 Create a Continuous Learning Organization

Ensure a Safe and Healthy Workforce
Explore Trades Training with LOTT, SPSCC and Olympia
Implement the ERP
Promote a talented DEI Workforce
Update Employee Compensation Plan

	Community Outreach and Plan Adoption	Climate Element	Conservation Element	Economic Development Plan	Housing Element	Land Use Element	Lands for Public Purposes Element	Parks, Recreation, and Open Space Plan	Transportation Plan	Utilities Element	Development Code Update
Includes			Resource Lands and Critical Areas	Data workbook update			Sewer, Stormwater, and Water				Impact Fees and 2026-27 CFP
Lead	CDD	WRS	CDD	CDD – Economic	CDD	CDD	WRS	CDD	TED	CDD	CDD
Support	Communications	CDD, TED					CDD	PRD	CDD, WRS		TED, WRS, PRD
Consultant Support	Potentially City \$	State Grant \$500 K	No	State Grant ~\$30 K	Potentially City \$	Potentially City \$	No	No	State Grant ~\$90 K	No	State Grant \$75 K
Jul 23	PC/GGC Community Outreach Plan										
Aug 23	GGC Work Program				PC Introduction	PC Introduction					
Sept 23	Project Website				GGC Introduction PC State Law	GGC Introduction PC Policies & Actions					GGC Introduction
Oct 23		PC Introduction	PC Introduction								PC Introduction
Nov 23		GGC Introduction	GGC Introduction	PC Introduction	GGC Allocation		PC Introduction			PC Introduction	
Dec 23	CC-PC Joint Work Session			GGC Introduction			GGC Introduction			GGC Introduction	
Jan 24		PC Plan Drafting							PC Introduction GGC Introduction		
Feb 24		GGC Plan Drafting	PC Plan Drafting			PC Plan Drafting					
Mar 24			GGC Plan Drafting		PC Plan Drafting						PC Code Drafting
Apr 24					PC Plan Drafting	PC Plan Drafting GGC Plan Drafting					GGC Code Drafting
May 24				PC Plan Drafting	GGC Plan Drafting		PC Plan Drafting			PC Plan Drafting	
Jun 24		PC Plan Drafting GGC Plan Drafting							PC Plan Drafting		
Jul 24				PC Plan Drafting GGC Plan Drafting							PC Code Drafting
Aug 24							PC Plan Drafting GGC Plan Drafting		PC Plan Drafting GGC Plan Drafting	PC Plan Drafting GGC Plan Drafting	GGC Code Drafting
Sep 24					PC Plan Drafting	PC Plan Drafting					
Oct 24						GGC Plan Drafting					PC Code Drafting
Nov 24	PC CPU Ordinance PC DCU Ordinance				GGC Plan Drafting						GGC Code Drafting
Dec 24	CC-PC Joint CPU Ordinance CC-PC Joint DCU Ordinance										
Jan 25	PC CPU Ordinance PC DCU Ordinance										
Feb 25	PC CPU Ordinance PC DCU Ordinance										
Mar 25	GGC CPU Ordinance GGC DCU Ordinance										
Apr 25	CC CPU Ordinance CC DCU Ordinance										
May 25	CC CPU Ordinance CC DCU Ordinance										
Jun 25	CC CPU Ordinance CC DCU Ordinance										
State Deadline	June 30, 2023										

Legend
CC – City Council
CDD – Community Development Department

- CPU – Comprehensive Plan Update
- DCU – Development Code Update
- GGC – General Government Committee
- PC – Planning Commission
- PRD – Parks & Recreation Department
- TED – Transportation & Engineering Department
- WRS – Water Resources Department

TO: City Council
FROM: Lisa Parks, City Administrator
DATE: January 16, 2023
SUBJECT: Tumwater School District Replacement EP&O Levy

1) Recommended Action:

Conduct a public hearing to receive information and input on the Tumwater School District Replacement EP&O Levy

2) Background:

The Tumwater School District has requested an opportunity to provide an informational briefing to the Council regarding their Proposition No. 1 – Replacement Educational Programs and Operations Levy, which will appear on the February 13, 224 Special Election ballot. The Educational Programs and Operations (EP&O) levy is a local property tax that helps school districts pay for educational programs and operations costs that the state does not fully fund.

3) Policy Support:

This agenda item is for informational purposes and to provide an opportunity for the public to comment on the proposition.

4) Alternatives:

No action is proposed for this item, it is informational, only

5) Fiscal Notes:

Tumwater School District is asking the community to consider a funding measure for 2025-2028. This is not a new tax. It will replace the existing levy.

6) Attachments:

A. Tumwater School District Replacement EP&O Levy Brochure



Community · Enrichment · Achievement

Replacement EP&O Levy 2024

TUMWATER SCHOOL DISTRICT

What's on the ballot?

Tumwater School District is asking the community to consider a \$109,703,045 funding measure for 2025–2028 to continue providing quality educational opportunities for all students as we prepare them for success in our schools and after graduation.

What's an EP&O levy?

An Educational Programs and Operations (EP&O) levy is a local property tax that helps school districts pay for educational programs and operations costs that the state does not fully fund.

Existing Rate, 2020–24
\$2.50 per \$1,000
 of assessed property value

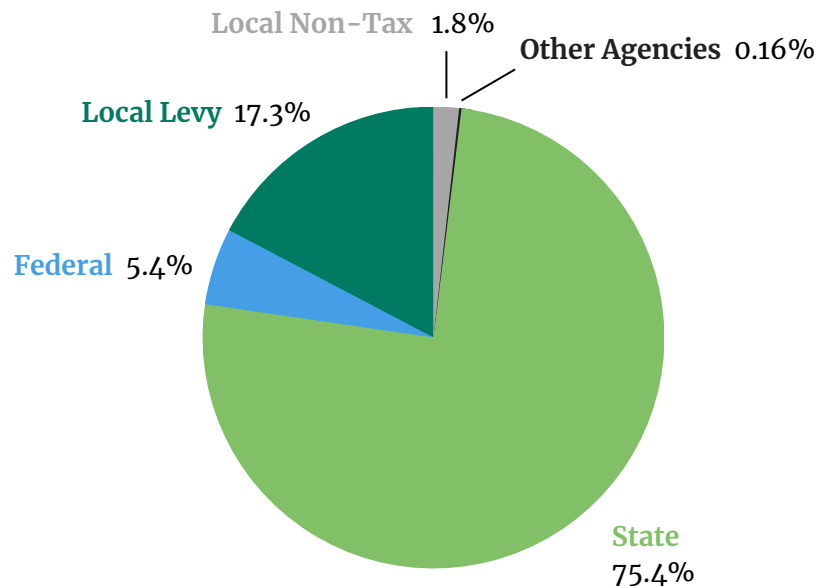
Proposed Rate, 2025–28
\$2.50 per \$1,000
 of assessed property value

This is NOT a new tax. It will replace the existing levy.

How is Tumwater School District funded?

Tumwater School District receives funding from a variety of sources, including federal and state funding. Local levies fund a portion of its budgeted revenue.

The state funds 75% of actual costs. Our local levy ensures adequate funding for student support and enrichment, including staffing, classes in STEM and the arts, special education, and extracurricular programs such as athletics.





What will the levy support?



Staffing



Special Education



School Health and Safety



STEM Programs



Activities, Athletics, Enrichment

Funding Use: Staffing
(FTE Equivalent)



State funds
430.05

TSD employs
727.05

*Almost 300 FTE-equivalent staff
positions are levy-funded*

Who qualifies for levy exemptions?

Senior and disabled citizens may be eligible for an exemption from all or part of a levy. Call the Thurston County Auditor's Office for an application and additional information: 360-867-2200.

Please remember to vote by
February 13, 2024

For more information on how to vote,
visit Thurston County Elections:
www.thurstoncountywa.gov/departments/auditor



Continuous Student Learning in a Caring, Engaging Environment

TO: City Council
 FROM: Mary Heather Ames, Assistant Transportation & Engineering Director
 DATE: January 16, 2024
 SUBJECT: Ordinance No. O2023-011, Master Permit with Ziplly Fiber Pacific, LLC

1) Recommended Action:

Staff recommends that, pursuant to testimony at the public hearing, the City Council place Ordinance No. O2023-011 on the February 6, 2024, agenda for second reading and thereafter authorize the Mayor to sign Ordinance No. O2023-011, granting to Ziplly Fiber Pacific, LLC a non-exclusive Master Permit to use the public right-of-way to provide noncable telecommunications services to the public.

2) Background:

The Revised Code of Washington (RCW) Chapter 35.99 and RCW 35A.47.040 give authority to City Council to grant master permits for use of Tumwater streets and other public properties. Tumwater Municipal Code 11.06 provides the framework for telecommunications master permits.

Ziplly Fiber Pacific, LLC has requested the right to install, operate, and maintain a noncable telecommunications system within the rights-of-way of the City.

3) Policy Support:

Vision | Mission | Beliefs

Opportunity: We seize opportunities to improve our community's social, environmental, and economic well-being.

4) Alternatives:

☐ Following the public hearing, approve or modify the Master Permit.

5) Fiscal Notes:

Ziplly Fiber Pacific, LLC has paid the required fees.

6) Attachments:

A. Ordinance No. O2023-011 Ziplly Fiber Pacific, LLC Master Permit

ORDINANCE NO. O2023-011

AN ORDINANCE granting to Ziply Fiber Pacific, LLC a non-exclusive Master Permit to use the public right of way to provide noncable telecommunications service to the public, subject to certain conditions and duties as further provided.

WHEREAS, Ziply Fiber Pacific, LLC has requested that the City grant it the right to install, operate, and maintain a noncable telecommunications system within the public ways of the City;

WHEREAS, the City Council has found it desirable for the welfare of the city and its residents that such a non-exclusive Master Permit be granted to the Grantee;

WHEREAS, the City Council has the authority under RCW Chapter 35.99 and RCW 35A.47.040 to grant master permits for the use of its streets and other public properties; and

WHEREAS, on January 16, 2024, City Council held a public hearing to consider Ordinance No. O2023-011, granting a Master Permit for Ziply Fiber Pacific, LLC, to operate in the City of Tumwater; and

WHEREAS, the City is willing to grant the rights requested subject to terms and conditions as specified herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

- Section 1. Parties, grant.**
- Section 2. Limits on permission.**
- Section 3. Effective date, term.**
- Section 4. Grantee's general promises.**
- Section 5. Plans to be submitted.**
- Section 6. Location or relocation.**
- Section 7. Grantee to restore affected areas.**
- Section 8. Information, good engineering, inspections.**
- Section 9. Limited access, no obstruction, accommodation.**
- Section 10. Undergrounding.**
- Section 11. Facilities for City use.**
- Section 12. Waiver, Indemnity, no estoppel, no duty.**
- Section 13. Insurance.**
- Section 14. Surety, surety fund.**

Section 15. Taxes, fees.

Section 16. Master Permit administration.

Section 17. Acts discretionary, reservation of authority.

Section 18. No transfer, no stock to be issued.

Section 19. Amendment of Master Permit; Renewal.

Section 20. Additional provisions.

Section 1. Parties, grant.

A. This is a Master Permit Agreement (Master Permit), pursuant to Chapter 11.06 TMC, between the City of Tumwater as Grantor, herein “City,” and Ziply Fiber Pacific, LLC, as Grantee, herein “Grantee.”

B. In return for the promises made and subject to the stipulations and conditions stated, the City grants to Grantee nonexclusive general permission to enter, use, and occupy the right of way, as shown on Exhibit “A” attached, to locate facilities to provide telecommunications service to the public in the City of Tumwater. In accepting this Master Permit, Grantee stipulates and agrees to the City’s authority to issue and require the Master Permit and stipulates and agrees to the other terms and conditions hereof.

Section 2. Limits on permission.

A. As used in Section 1, “telecommunications service” means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this subsection, “information” means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. “Telecommunications service” excludes the over-the-air transmission of broadcast television or broadcast radio signals and “cable television service” as defined in 11.02.020 TMC, or other distribution of multichannel video programming, including distribution of multichannel video programming through the Internet. Grantee stipulates that this instrument extends no rights or privileges relative to the use of the right of way or other areas for such excluded purposes or any other purpose beyond the provision of telecommunications service. Should the Transportation and Engineering Director or his/her designee, with the advice of the City Attorney, determine Grantee is using the rights of way to provide cable service or to provide services beyond the scope of permission extended herein to use the public right of way, the City reserves the right to cancel this Master Permit and require Grantee to follow any applicable requirements to obtain a cable master permit or other master permit from the City, and further reserves all other rights and remedies available to the City by law.

B. The permission granted herein does not extend to areas outside those

listed in Section 1. B. or activities outside those stated in Section 2. A., or otherwise to any area outside the authority of the City to extend permission under the Master Permit, such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others. The City reserves the right itself to engage in Grantee's business at any time, as may permitted by law.

C. The permission granted herein does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee must obtain specific written permission from the municipal department controlling such building or other structure or area.

D. This Master Permit is not exclusive. The City expressly reserves the right to grant rights to other entities or persons, as well as the right in its own name as a municipality, to use the rights of way for similar or different purposes allowed Grantee under this Master Permit, by lease, franchise, permit or otherwise.

Section 3. Effective date, term.

A. This Master Permit shall become effective thirty (30) days after passage, approval, and publication as provided by law and expires sixty (60) months subsequent, or, at midnight _____(date), subject to the requirements of Section 3 (B), Section 13 (I) and Section 14 herein. Should the requirements of Section 13(I) not be met prior to _____(date), the effective date of this Master Permit will be delayed accordingly; as will the termination date. This does not affect the City's right to revoke the Master Permit for cause, abandonment, or because of breach of any promise, condition or stipulation stated herein.

B. In order to claim the benefits of this Master Permit and acquire the rights, privileges, and authorities hereby granted, Grantee must, within sixty (60) days of the effective date, file in the office of the City Clerk its written acceptance of said Master Permit. The failure to file such an acceptance shall be deemed a rejection by Grantee and this Master Permit shall be null and void.

Section 4. Grantee's general promises.

As general promises in consideration of the grant of this Master Permit:

A. Grantee promises to remain in good standing a corporation registered to do business in the State of Washington, including a City business registration, and pay all taxes and fees applicable thereto.

B. Grantee further promises to maintain a reliable mailing address, with
Ordinance No. O2023-011 Page 3 of 22

a named responsible person as necessary for consumer contact and a local agent for service of process, toll free public telephone number, fax number, and accessible email address 24 hours a day, seven days a week for customer access. Currently, the pertinent information is:

Responsible official and mailing address:

Ziply Fiber Pacific, LLC
Attn: Legal Department
135 Lake Street South, Suite 155
Kirkland, Washington 98033

Local agent, address for process:

Corporation Services Company
300 Deschutes Way SW, Suite 208 MC-CSC1
Tumwater, Washington 98501

The voice and fax telephone numbers shall be personally staffed at least during normal business hours, Pacific Time zone. Any changes to this information shall be stated in writing and sent to the City's Transportation and Engineering Director, with copies to the City Clerk, referencing the title of this Master Permit, ordinance number, and this Section 4.B.

C. Grantee promises to provide fair, safe and reliable service to the public at rates which are reasonable in accord with applicable federal and state laws, including, but not limited to, RCW 80.36.170 and RCW 80.36.080. Grantee promises to comply with any other applicable federal and state legal requirements, together with all lawful municipal ordinances, resolutions of the City Council or directives of the Transportation and Engineering Director, provided such requirements are not in conflict with state or federal laws.

D. In addition to its obligations specific to new construction, a right-of-way use permit is required for all maintenance, repair or other work performed in the right-of-way. Grantee stipulates that all construction, operation, maintenance and repair activity in permitted areas is subject to the City's street obstruction or use permit ordinances or other applicable city ordinances or regulations.

E. Grantee promises to coordinate its activities with other utilities and users of permitted areas scrupulously to avoid any unnecessary cutting, damage or disturbance to the public right of way and other permitted areas, and consistent with the requirements of TMC 11.10.290, to conduct its planning, installation, construction and repair operations at all times so to maximize the life and

usefulness of the paving and municipal infrastructure.

F. Grantee promises that its uses of the right of way or other permitted areas, and any rights granted herein, shall at all times be subordinated to and subject to municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law.

G. Grantee promises to conduct all operations in or near the right of way and other permitted areas so to minimize or entirely avoid any hazard, danger or inconvenience to municipal infrastructure needs and uses, public travel, and the public convenience.

H. Grantee represents that it is familiar with Chapter 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee certifies it understands local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right of way on Grantee's behalf are similarly well informed.

Section 5. Plans to be submitted.

A. Grantee's initial construction and installation plan shall be submitted to the City's Transportation and Engineering Director as requested under such advance notification as the same may reasonably require.

B. Grantee shall submit all new or remodel construction plans and any other information requested by the City relative to such plans to the City's Transportation and Engineering Director for review and approval, with a copy of such plans and information to the City Engineer. Grantee promises that all its installations shall be placed in the standard location for telephone conduit or overhead lines, as determined by local regulation, custom and practice, or as designated by the City's Transportation and Engineering Director or his/her designee.

C. Concurrent with Grantee's acceptance of this Master Permit as provided herein, and annually thereafter, Grantee shall provide the City with as-built drawings showing any new facilities constructed within the rights of way pursuant to this Master Permit. The City may request such as-built drawings more frequently as reasonably needed to perform its duties of management of the affected rights of way, and Grantee agrees to promptly comply with such additional requests.

Section 6. Location or relocation.

A. The City reserves the right to change, regrade, relocate, abandon, or

vacate the right of way, and/or any skywalk or other permitted area, at no expense or liability to the City except as may be required by RCW 35.99.060, and as further provided in TMC 11.10.150. Except as otherwise required by law, Grantee promises to relocate, remove, or reroute its facilities, as ordered by the City's Transportation and Engineering Director, at its sole expense and liability subject to RCW 35.99.060. Grantee promises to protect and hold harmless the City, its officers, agents and employees from any customer or other third party claims for service interruption or other losses in connection with any such change, regrade, relocation, abandonment, or vacation of the right of way or other permitted areas. The parties agree that "relocation" refers to a permanent movement of facilities required of Grantee by the City, and not a temporary or incidental movement of facilities, including, but not limited to a raising of lines to accommodate housemoving and the like, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

B. Where the City determines to abandon or vacate any right of way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas, and the City has no obligation whatsoever with respect thereto.

Section 7. Grantee to restore affected areas.

Subject always to the cost apportionment requirements of Section 6 above, as they may apply:

A. Whenever Grantee damages or disturbs any location in or near the right of way or other permitted area, Grantee agrees promptly to restore such area to its original or better condition at its sole expense and liability, to the satisfaction of the City Engineer and consistent with TMC 11.10.200. Grantee promises likewise to restore and patch all surfaces cut and to repave entirely any such portions of the right of way or other permitted areas as determined by the City Engineer to maintain and preserve the useful life thereof. Grantee promises that any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired to standards approved by the City Engineer. For pavement restorations, any resulting patch or restoration shall be thereafter properly maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed.

B. Whenever Grantee damages or disturbs any area in or near the public right of way or permitted areas, or plans to do so, Grantee stipulates the City may:

1. require Grantee to repave the entire lane within any cut or disturbed location, or greater area, to the extent it may be affected by Grantee's activities;

2. require Grantee to common trench with any other underground installation in the right of way, with cost sharing to be negotiated between the parties involved, or in the absence of agreement, as directed by the Transportation and Engineering Director or his/her designee; and/or

C. Should Grantee fail or delay in performing any obligation here or elsewhere stated, or where the Transportation and Engineering Director or his/her designee deems necessary to protect the public right of way or to avoid liability, risk or injury to the public or the City, the Transportation and Engineering Director or his/her designee may proceed to perform such obligation, including any remedial or preventive action deemed necessary, at Grantee's sole expense and liability, except where otherwise required by law, but no action or inaction by the Transportation and Engineering Director or his/her designee shall relieve Grantee of its obligation to indemnify and hold the City harmless as set forth hereafter. Prior to undertaking corrective effort, the Transportation and Engineering Director or his/her designee shall make a reasonable attempt to notify Grantee, except consistent with TMC 11.10.180 no notice is needed if the Transportation and Engineering Director or his/her designee declares an emergency or determines a need for expedient action. This remedy is supplemental and not in the alternative to any other municipal right.

Section 8. Information, good engineering, inspections.

A. Consistent with TMC 11.10.220, Grantee promises to supply and maintain and keep updated, at no cost and available within the State of Washington, any information requested by the Transportation and Engineering Director or his/her designee to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information may include an installation inventory, location of existing facilities, maps, plans, operational data, and as-built drawings of Grantee's installations, in the City of Tumwater or County of Thurston. Said information may be requested either in hard copy and/or electronic format compatible with the City's data base system, as now or hereafter existing, including the City's geographic information system (GIS) data base. Grantee shall keep the Transportation and Engineering Director or his/her designee informed of its long-range plans for coordination with the City's long range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the parties agree to work together to avoid disclosures of information which would result in economic loss or damage to Grantee because of anticipated mandatory disclosure requirements to third persons. Grantee agrees to indemnify and hold harmless the City for any loss or liability for costs or attorney's fees because of nondisclosures requested by Grantee under Washington's open public records law.

City promises to use best efforts to provide reasonable notice and opportunity to Grantee to defend and/or seek a protective order preventing disclosure under the open public records law.

C. Consistent with TMC 11.10.140, Grantee promises all of its property and facilities shall be operated and maintained in good order and condition and in accordance with good engineering practice. In connection with the civil works of Grantee's system, including, trenching, paving, compaction and locations, Grantee promises to comply with the Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, edition currently in use by the City, together with the City's Supplemental Specifications thereto, and all other relevant City ordinances and regulations, all as now or hereafter amended.

D. Grantee promises its system shall comply with the applicable federal, state and local laws, including the National Electric Safety Code, Washington's Safety Standards for Telecommunications, and Washington's Safety Standards for Electrical Workers, where applicable.

E. The City reserves the right to inspect and approve Grantee's installations during construction, repair or installation, and after completion. Where the Transportation and Engineering Director or his/her designee determines Grantee has created a problem within the area of municipal regulatory authority and requiring a municipal response and remedial action, an order may be issued with a compliance schedule. All reasonable costs of municipal inspections and enforcement, including staff time, are to be paid by Grantee.

Section 9. Limited access, no obstruction, accommodation.

A. The City reserves the right to limit or exclude Grantee's access to a specific route, or to any public right of way as shown on Exhibit "A", attached, when, in the judgment of the Transportation and Engineering Director or his/her designee, there is inadequate space, a pavement cutting moratorium (subject to the requirements of applicable law) unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Transportation and Engineering Director or his/her designee, provided, it shall do so consistent with state and federal law.

B. Grantee will not obstruct, hinder, damage, or otherwise interfere with municipal infrastructure uses of the right of way or other permitted areas. Except where otherwise authorized in writing, Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right of way, will develop and follow the City Engineer's determination for guidelines and procedures for determining specific utility

locations, subject additionally to this Master Permit.

C. In addition, subject however to RCW Ch. 35.99, the Transportation and Engineering Director or his/her designee may determine with respect to uses permitted under this Master Permit, in the exercise of reasonable discretion, when and where reasonable accommodation shall be made by Grantee to the City for public needs or, where requested, other third party needs, how such accommodation should be made, and a reasonable apportionment of any expenses of the same, PROVIDED, that this Master Permit creates no third party beneficial interest in any other entity, or any enforceable contractual right to require the City to order such accommodation. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right of way occupants or users, other utilities, grantees, or permittees. The City assumes no responsibility for such conflicts.

D. In administering this provision, the City understands that private property may not be taken or damaged without just compensation as required by Article I, Section 16 of the Washington State Constitution with respect to any specific loss or damage occasioned to Grantee's lawfully permitted facilities and equipment to be located in the public right of way. Grantee likewise understands that it does not hold any leasehold or ownership interest in the public right of way and occupies it at the sufferance of the City, subject to the primary purposes and principles as outlined in Chapter 11.10 TMC.

Section 10. Undergrounding.

A. The purpose of this section is to recognize and preserve the City's control over uses of the public right of way, consistent with the municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

B. The City finds that overhead lines and aboveground wire facilities and installations in the right of way and other permitted areas adversely impact upon the public use and enjoyment of such areas. Consistent with TMC 11.10.050, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Master Permit, Grantee agrees to coordinate its underground installation and planning activities with the City's underground plan and policies; provided, in no event shall any third party beneficiary rights be implied or created.

C. Nothing in this section shall be permitted to conflict with RCW 35.99.060, and the provisions of this section shall be applied in conformity thereto.

Section 11. Facilities for City use.

Consistent with RCW 35.99.070 and TMC 11.10.060 and .070, at such time when Grantee is constructing, relocating, or placing ducts or conduits in public rights of way, the Transportation and Engineering Director or his/her designee may require Grantee to provide the City with additional duct or conduit, or conduit and related structures necessary to access the conduit at mutually convenient locations. In such event, the parties further agree that the City's access points to City fiber in Grantee's system shall be at least sufficient to permit reasonable municipal access for municipal needs, provided that:

A. The City enters into a contract with the Grantee consistent with RCW 80.36.150. The contract rates to be charged should recover the incremental costs of Grantee. If the City makes the additional duct or conduit and related access structures available to any other entity for the purposes of providing telecommunications or cable television service for hire, sale, or resale to the general public, the rates to be charged, as set forth in the contract with the entity that constructed the conduit or duct, shall recover at least the fully allocated costs of Grantee. Grantee shall state both contract rates in the contract. The Transportation and Engineering Director or his/her designee shall inform the Grantee of the use, and any change in use, of the requested duct or conduit and related access structures to determine the applicable rate to be paid by the City.

B. The City shall not require that the additional duct or conduit space be connected to the access structures and vaults of the Grantee.

C. The City shall require that any other entity that is granted permission to use additional duct or conduit and related access structures, obtains written approval from Grantee prior to attaching to or otherwise using a facility or structure in the right of way that is owned by Grantee.

D. Grantee shall notify the City Engineer at least 14 days prior to opening a trench at any location to allow the City to exercise its options as provided herein.

Section 12. Waiver, indemnity, no estoppel, no duty.

The Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, engineers, and consultants from any and all claims, costs, judgments, awards, or liability to any person, including claims by the Grantee's own employees to which the Grantee might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property of which the negligent acts or omissions of the Grantee, its agents, servants, officers, or employees in performing under this Master Permit are the

proximate cause. The Grantee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, engineers, and consultants from any and all claims, costs, judgments, awards, or liability to any person including claims by the Grantee's own employees, including those claims to which the Grantee might otherwise have immunity under Title 51 RCW, arising against the City solely by virtue of the City's ownership or control of the rights-of-way or other public properties, by virtue of the Grantee's exercise of the rights granted herein, or by virtue of the City's permitting the Grantee's use of the City's rights-of-way or other public property, based upon the City's inspection or lack of inspection of work performed by the Grantee, its agents and servants, officers or employees in connection with work authorized on the City's property or property over which the City has control, pursuant to this Master Permit, or pursuant to any other permit or approval issued in connection with this Master Permit. This covenant of indemnification shall include, but not be limited by this reference, claims against the City arising as a result of the negligent acts or omissions of the Grantee, its agents, servants, officers, or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in any public right-of-way or other public place in performance of work or services permitted under this authorization, Master Permit, or lease.

Inspection or acceptance by the City of any work performed by the Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the Grantee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of the Grantee, then the Grantee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this Section shall survive the expiration or termination of this Master Permit.

Notwithstanding any other provisions of this Section, the Grantee assumes the risk of damage to its facilities located in the City's rights-of-way, easements, and property from activities conducted by the City, its officers, agents, employees, and contractors. The Grantee releases and waives any and all claims against the City, its officers, agents, employees, or contractors for damage to or destruction of the Grantee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees, and contractors, in the rights-of-way, easements, or property subject to this authorization, Master Permit, or lease, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious action on the part of the City, its officers, agents, employees, or contractors. The Grantee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of the Grantee's Facilities as the result of any interruption of service due to damage or destruction of the user's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees, or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, or contractors.

Section 13. Insurance.

A. Insurance Term

The Grantee shall procure and maintain for the duration of the Agreement and as long as Grantee has Facilities in the rights-of-way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Agreement and use of the rights-of-way.

B. No Limitation

The Grantee's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Grantee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed

operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect this Master Permit using ISO endorsement CG 20 12 05 09 if the agreement is considered a master permit, or CG 20 26 07 04 if it is not, or substitute endorsement providing at least as broad coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

3. Contractors Pollution Liability insurance shall be in effect throughout the entire Master Permit covering losses caused by pollution conditions that arise from the operations of the Grantee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

5. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Grantee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Grantee's Excess or Umbrella Liability insurance policy.

D. Minimum Amounts of Insurance

The Grantee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

3. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

4. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any

combination thereof that achieves the overall required limits.

5. Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$5,000,000.00.

E. Other Insurance Provisions

1. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

2. Verification of Coverage. The Grantee shall furnish the City with original certificates and a copy of the amendatory endorsements annually, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Master Permit. Upon request by the City, the Grantee shall furnish certified copies of all required insurance policies, including endorsements, required in this Master Permit and evidence of all subcontractors' coverage.

3. Notice of Cancellation. Grantee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

4. Failure to Maintain Insurance. Failure on the part of the Grantee to maintain the insurance as required shall constitute a material breach of Master Permit, upon which the City may, after giving five business days' notice to the Grantee to correct the breach, terminate the Master Permit or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

5. City Full Availability of Grantee Limits. If the Grantee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this Master Permit or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Grantee.

6. Grantee – Self-Insurance. If the Grantee is self-insured or becomes self-insured during the term of the Master Permit, Grantee or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of Grantee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Grantee or its parent company is responsible for all payments within the self-insured retention;

and (iii) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Master Permit.

7. **Subcontractors.** The Grantee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Grantee-provided insurance as set forth herein, except the Grantee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Grantee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

The requirements of this Section must be met prior to the effective date of this Master Permit.

Section 14. Surety, surety fund.

A. The grant of this Master Permit by the City to Grantee is conditioned upon Grantee's presentment of a performance and construction bond, irrevocable letter of credit or deposit of monies representing the full amount of the work to be performed under this Master Permit, in order to ensure its performance hereunder. Said bond, or letter of credit, must meet with approval of the City Attorney. Said bond or letter of credit shall be required to remain in full force and effect until twelve (12) months following the term of this Master Permit.

B. Consistent with TMC 11.10.270, the rights granted under this Master Permit are further conditioned upon Grantee's establishing a permanent security fund with the City by depositing \$20,000.00 with the City, in cash, or by presentment of an unconditional letter of credit, or other instrument acceptable to the City, which fund shall be maintained at the sole expense of the Grantee so long as any of Grantee's facilities are located within the City's right of way or upon City property. Interest derived from a cash deposit shall accrue to the benefit of the Grantee. The City will comply with the requirements of TMC 11.10.270 for the use of these funds.

Section 15. Taxes, fees.

A. The parties understand that RCW 35.21.860 currently prohibits a municipal franchise fee for permission to use the right of way for telephone business purposes, as that activity is legally defined in that context. Grantee agrees if this prohibition is removed, that the City may assess a reasonable franchise fee, consistent with any applicable requirements of the 1996 Federal Telecommunications Act. In addition, Grantee acknowledges and accepts the authority of the City to impose certain fees pursuant to RCW 35.21.860. Fees that may be imposed on Grantee by the City include, but are not limited to, those set

forth in TMC 11.06.160, and 11.06.170. Any such fees imposed after the effective date of this Master Permit will be due and payable upon demand by the City.

B. The parties further understand that RCW 35.21.870 currently limits the rate of City tax upon telephone business activity to six percent (6%) of gross receipts, unless a higher rate is approved by vote of the people. The parties agree however that nothing in this Master Permit shall limit the City's power of taxation, as may now or hereafter exist. Grantee stipulates that all of its business activities now or hereafter conducted in the City of Tumwater are taxable activities subject to the six percent (6%) rate to be included in gross receipts received, as imposed under the City's telephone business tax, adopted in Chapter 3.28 TMC. This provision does not limit the City's power to amend Chapter 3.28 TMC as may be permitted by law.

C. Consistent with Chapter 5.10 TMC, Grantee shall make all required payments in the form, intervals and manner requested by the City Finance Director, and furnish him/her any information related to his/her revenue collection functions reasonably requested. In case of audit, the Finance Director may require Grantee to furnish a verified statement of compliance with Grantee's obligations or in response to any questions. Said certificate may be required from an independent, certified public accountant, at Grantee's expense. All audits will take place on Grantee's premises or offices furnished by Grantee, which shall be a location in the City of Tumwater. Grantee agrees, upon request of the City Finance Director, to provide copies of all documents filed with any federal, state, or local regulatory agency, to be mailed to the City Finance Director on the same day as filed, postage prepaid, affecting any of Grantee's facilities or business operations in the State of Washington.

Section 16. Master Permit administration.

A. General administration of this Master Permit for the City is through the Administrative Services Department. All questions of application, interpretation, conflict or ambiguity arising out of or in connection with this Master Permit are determined by the TRANSPORTATION AND ENGINEERING DIRECTOR or his/her designee, in consultation with the City Attorney and City Engineer, except as otherwise specifically stated.

B. The Transportation and Engineering Director or his/her designee may interpret provisions, resolve conflicts and develop procedures needed to implement and enforce the Master Permit provisions. Considering Sections 1, 2, 4, 17, and the other portions of this Master Permit and Chapter 11.10 TMC, the Transportation and Engineering Director or his/her designee may grant exceptions or impose additional requirements relating to the public interest in particular circumstances in the exercise of reasonable discretion, but the same shall not be a defense to any

Master Permit obligation unless set forth in writing by the Transportation and Engineering Director or his/her designee. Exceptions are revocable. The Transportation and Engineering Director or his/her designee may cause to be issued inspection or compliance orders with or without notice, together with a compliance schedule as deemed necessary. For the performance of all Master Permit obligations, Grantee understands that time is of the essence.

C. Should Grantee wish to challenge any obligation or requirement arising under this Master Permit, Grantee must submit its complete file, with verification, showing the basis of Grantee's position. The Transportation and Engineering Director or his/her designee may also request any additional information deemed necessary. Within twenty (20) days after receiving Grantee's submittal and any requested information, the Transportation and Engineering Director or his/her designee shall issue a decision, and in the case of any challenged cost, a finding determining the true and allowed amount of said cost. The Transportation and Engineering Director or his/her designee may set off any allowed cost against any other cost owing the City, whether under this Master Permit or otherwise arising between Grantee and the City.

D. Grantee may appeal any decision of the Transportation and Engineering Director or his/her designee to the City Hearing Examiner, c/o City Clerk, by filing a written notice of appeal within ten (10) days of the date of issuance by the Transportation and Engineering Director or his/her designee, with copies also sent to the City Attorney. The notice must include a copy of the decision and record submitted to the Transportation and Engineering Director or his/her designee by Grantee. The Hearing Examiner procedure is governed by Chapter 2.58 TMC, as written or hereafter amended. Further appeals will be available according to TMC 2.58.150 et. seq. as written or hereafter amended.

Section 17. Acts discretionary, reservation of authority.

A. All City acts undertaken pursuant to this Master Permit shall be deemed discretionary, guided by considerations of the public health, safety, esthetics and convenience, sections 1, 2, 4, and other provisions of this Master Permit and Chapters 11.06 and 11.10 TMC. Grantee agrees that the City reserves all municipal powers now or hereafter granted by law, including without limitation the power to tax and license, regulate activities (except those under exclusive WUTC or FCC authority or as otherwise preempted) and land use, protect the public health and safety, and regulate and control the use of public right of way.

B. Should Grantee have any question as to a conflict or ambiguity with respect to its rights under this Master Permit or applicable federal or state law, it agrees to first submit the same to the Transportation and Engineering Director, with any supporting materials or authorities. The Transportation and Engineering

Director will proceed under Section 16 herein. The intent of this provision is to provide a quick and efficient means of understanding and resolving problems arising under this instrument, consistent with the objectives of any general municipal regulatory program, as now or hereafter arising and other applicable laws.

Section 18. No transfer, no stock to be issued.

A. This Master Permit shall not be sold, leased, assigned, or otherwise alienated without the express consent of the City, expressed by ordinance of the City Council passed for that purpose, and no rule of estoppel shall be invoked against the City in case the City shall assert the invalidity of any attempted transfer in violation of this section. The City agrees not to withhold consent where Grantee demonstrates that the requested assignment is in the nature of a change of name or a change in the nature of a reorganization or merger of or with any entity controlled by, controlling, or under the common control of the Grantee, there being no other change in the resulting entity's ability to meet its financial obligations. In the event a transfer, assignment, or disposal of franchisee's ownership is approved by the Washington Utilities and Transportation Commission, the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval.

B. The City reserves the right to invoke any or all provisions of this Master Permit upon the Grantee's successors or assigns, judgment creditors, or distributees of facilities or property used in enjoyment of privileges conferred herein, whether or not stated elsewhere, all without waiver of the right to withhold consent not expressly given of any such transfer and/or require a new master permit.

C. Grantee will not permit installations by others in areas authorized under this Master Permit, without written approval from the Transportation and Engineering Director or his/her designee and subject to any requirements of law, ordinance or regulation. Such approval shall not be in lieu of a master permit or other requirements of the City. Whether or not permitted, Grantee remains responsible for all third party users permitted or allowed by Grantee for compliance with this Master Permit. The intent of this provision is so third parties who might otherwise desire to use Grantee's facilities are also required to comply with City requirements regarding master permits, leases, or other uses of City right of way, as may apply.

D. Grantee agrees that, upon a condemnation proceeding or other negotiation by the City to acquire the properties of the Grantee, it will not have any right to receive payment or award on account of this Master Permit or permissions granted hereunder. Grantee waives all such claims against the City. The City shall

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have no obligation to make any payment to Grantee or award in condemnation for any other asset or interest of Grantee, except as required under the State of Washington and United States Constitutions or as state or federal laws may preemptively require.

Section 19. Amendment of Master Permit; Renewal.

Consistent with TMC 11.06.110, a new Master Permit application shall be required if Grantee desires to extend its Master Permit territory or to locate its Facilities in City rights of way which are not included in this Master Permit.

Consistent with TMC 11.06.120, if Grantee desires to renew its Master Permit for an additional term, it must, not more than 180 days nor less than 120 days before expiration of this Master Permit, file an application with the City for renewal of its Master Permit, to include the requirements of TMC 11.06.120.

Section 20. Additional provisions.

A. In the event of significant change in law regulating Grantee's activities under this Master Permit or change in municipal authority to act under the terms of the Master Permit, or significant change or advancement in technology governing Grantee's functions, the parties, upon mutual agreement, may renegotiate any or all provisions of this Master Permit, but no obligation to do so is created by this section.

B. This Master Permit may be revoked by the City Council by resolution in the event the Grantee or any of Grantee's lessees or other users shall fail, after notice or demand, to comply with any of the terms, conditions, or obligations imposed upon the Grantee hereunder, but the City shall have no obligation to do so. No forbearance by the City of any term or condition of this Master Permit in any instance or at any time shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition.

C. Grantee may abandon and surrender its facilities to the City upon six (6) months written notice to the Transportation and Engineering Director, with copies thereof served upon the City Administrator and City Attorney. Abandonment shall be subject to acceptance by the City, by a resolution of acceptance adopted by the City Council.

D. Upon abandonment, non renewal, revocation, or expiration of this Master Permit and if no extension is granted, Grantee may, at the discretion of the Transportation and Engineering Director, be required in part or entirely, to remove all its fiber, wire, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Master Permit. Alternatively, the Transportation and

Engineering Director may direct, limit or condition Grantee's removal, sale or continued use or abandonment of Grantee's facilities and equipment, either by agreement or through means of any other lawful municipal power or right. The City may continue to invoke any provision of this Master Permit against Grantee or any successor entity enjoying de facto master permit privileges after revocation or expiration. The City may take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interests of the City and its residents.

An abandonment shall occur if the Grantee ceases providing service for a period of six (6) months or longer or the Grantee expresses in some other manner an intent to abandon.

E. This Master Permit is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Thurston County Superior Court.

Signatures on Following Page

F. If any paragraph, provision or clause of this Master Permit is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of the permit shall not be affected.

ADOPTED this _____ day of _____, 2023.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective date:_____

Acceptance of City Master Permit

Ordinance No. O2023-011, effective _____, 2023.

I, _____(name printed), am the _____(title)
of _____(company), and am an authorized
representative to accept the above referenced City Master Permit Ordinance on
behalf of Ziplly Fiber Pacific, LLC.

I certify that this Master Permit and all terms and conditions thereof are accepted
without qualification or reservation.

Dated this _____ day of _____, 2023.

Signature

Address: _____

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 _____

Zipty Fiber Pacific Installation Locations

