



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

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

**Thursday, September 04, 2025
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Service Provider Agreement with HDR Engineering for the Old Hwy 99 & 79th Ave Roundabout Design Amendment No. 2 (Transportation & Engineering Department)
- [4.](#) Service Provider Agreement with Robert W. Droll Landscape Architect, P.S. for the Trails End Park Master Plan Amendment No. 2 (Transportation & Engineering Department)
5. Additional Items
6. Adjourn

Meeting Information

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

Watch Online

<https://us02web.zoom.us/j/81548731214?pwd=6dro0Bi64z8viRM4cTSbELxbYpp58b.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 815 4873 1214 and Passcode 503889.

Public Comment

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

Post Meeting

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

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator

directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

TO: Public Works Committee
 FROM: Jared VerHey, Capital Projects Manager
 DATE: September 4, 2025
 SUBJECT: Service Provider Agreement with HDR Engineering for the Old Hwy 99 & 79th Ave Roundabout Design Amendment No. 2

1) Recommended Action:

Place the Service Provider Agreement Amendment No. 2 with HDR for the Old Hwy 99 & 79th Avenue Roundabout Design on the September 16, 2025, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

In 2016, the City published the 2036 Transportation Master Plan (TMP), which laid out plans for the improvement of Old Highway 99 from 73rd Avenue to 93rd Avenue. The TMP projected the need to widen Old Highway 99 to five lanes. It also prescribed intersection control at 79th Avenue due to inadequate “gaps” in traffic for turning movements. The City has been collecting Transportation Impact Fees for future reconstruction of Old Highway 99. This roundabout project has been moved forward ahead of plan to help mitigate traffic concerns related to the planned Public Works Facility on Trails End Drive.

The consultant (HDR) scope of work includes design of the Old Highway 99 and 79th Avenue Roundabout in addition to frontage associated with the planned Public Works Facility and Trails End Park. The total consultant fee is \$735,000.

The original scope anticipated work being completed between March of 2023 and January 2024. Schedule and design challenges have extended the project duration. This supplement addresses additional management and coordination efforts resulting from the extended schedule. Horizontal, vertical and grading design revisions to the roundabout and 79th frontage after the 75% design, additional stormwater and utility design and additional retaining wall and pedestrian railing design are also a part of this supplement.

This supplement will increase the original contract maximum amount payable from \$735,000 to \$857,266.05, an increase of \$122,266.05.

3) Policy Support:

- C. Create and Maintain a Transportation System Safe for All Modes of Travel
 - 1. Implement Capitol Boulevard Plan.
 - F. Refine and Sustain a Great Organization
 - 5. Construct the O&M Facility.
-

4) Alternatives:

- ☐ Do not sign the supplemental agreement
-

5) Fiscal Notes:

This supplement will increase the original contract maximum amount payable from \$735,000 to \$857,266.05, an increase of \$122,266.05.

Additional funds for the project include transportation impact fees and a blend of general governmental, water, sewer, and storm utility CFPs as “mitigation” for the planned Public Works Facility on Trails End Drive.

6) Attachments:

- A. Service Provider Agreement Amendment No. 2 with HDR
- B. Original Service Provider Agreement

**SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
OLD HWY 99 AND 79TH AVENUE ROUNDABOUT**

This Second Amendment ("Amendment") is dated effective this _____ day of _____, 2025, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and HDR ENGINEERING INC., a Nebraska corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective April 26, 2023, and a First Amendment dated effective December 3, 2024 whereby the SERVICE PROVIDER agreed to provide Civil Engineering services ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to provide additional services described in Attachment A-1 and increase the compensation paid to the SERVICE PROVIDER for providing additional services.

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

1. SCOPE OF SERVICES.

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

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-1" during the extended term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed One-Hundred-Twenty-Two-Thousand Two-Hundred-Sixty-Six and 05/100 Dollars \$122,266.05). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, the First Amendment, and this Second Amendment shall be an amount not to exceed Eight-Hundred-Fifty-Seven-Thousand Two-Hundred-Sixty-Six and 05/100 Dollars (\$857,266.05).

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:

HDR ENGINEERING, INC.
Address: 905 Plum Street SE, Ste. 200
Olympia, WA 98501
UBI No. 601-021-437
Phone No. 360-570-4400

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:_____.

DRAFT Scope of Services Amendment 2

Old Hwy 99 and 79th Avenue Roundabout and Frontage Improvements

This amendment addresses additional scope of services that were not included in the original contract or the Management Reserve Fund (MRF) requests previously approved for the project.

The original contract anticipated the work being completed between March 2023 and January 2024. Schedule and design challenges have extended the project duration to a revised anticipated completion date of December 2025.

Management Reserve Fund (MRF) requests have been approved for the following efforts:

MRF #1 – Added frontage force main design for future connection to Arab Drive.

MRF #2 – This request included project management efforts estimated to extend the project assuming a project completion date of December 2024.

MRF #3 – This request included pedestrian railing and coping design to be incorporated into the contractor designed retaining wall.

MRF #4 – This request included additional geotechnical work including borings and analysis to avoid the need for an extensive mounding analysis for an infiltration gallery adjacent to the Kaufman property.

Amendment 1 revised the contract duration only and did not include revisions to the project budget. The contract expiration date was revised to December 31, 2026.

This scope of work covers the effort in **Amendment 2** including the following:

- Project management efforts through the end of the extended contract period
- Updated Title Reports required for property acquisitions
- Bi-weekly utility coordination meetings and design coordination efforts
- Final design efforts to address design changes made after the 75% submittal
- Efforts for developing retaining wall plans and profile for the 75% submittal
- Revisions to the Draft Final Plans, Specifications, and Estimate (PS&E) submittal to incorporate design changes occurring after the 75% submittal
- Revisions to the Final PS&E submittal to incorporate design changes occurring after the Draft Final submittal.

Detailed Scope of Services

TASK 1: PROJECT MANAGEMENT

CONSULTANT will provide general project management activities for both FRONTAGE and RAB projects between January 2025 thru December 2025 (12 months).

Task 1.1 – Project Management/Administration

CONSULTANT shall perform the following project management activities.

- Manage project activities.
- Manage project budget and schedule.
- Manage sub-consultant agreements.
- Perform management and business reviews.

Task 1.2 – Project Reporting/Invoicing

CONSULTANT shall prepare monthly invoices, earned value and progress reports to document work performed elements of work for this task including:

- Prepare monthly earned value chart tracking project progress.
- Prepare/submit monthly progress report and invoice to CITY project manager.

Task 1.3 – Project Team Meetings

The CONSULTANT project manager, in addition to attending specific meetings as described in other tasks, shall attend the following meetings:

- Bi-weekly CITY project management meetings to discuss progress, action items, schedule, budget, and upcoming issues. CONSULTANT shall prepare agenda and meeting notes including summary of action items, strategies, and decisions made.
- The CONSULTANT shall maintain regular contact with the CITY Project Manager and maintain regular coordination with CITY staff for this project in accordance with the provisions stated in this scope of work. The CONSULTANT Project Manager shall be responsible for maintaining regular contact with the CITY and designated project management team staff through informal office visits, telephone conversations, emails and open access to project information by the CITY.

Task 1 - Assumptions:

- Regularly scheduled CITY coordination bi-weekly meetings and project reporting and invoicing will continue through December 2025.

Task 1 - Deliverables:

- Monthly Progress Reports/Invoices (Assumes 12 Reports/Invoices, via pdf).
- Earned Value Chart (Assumes 12 total, via pdf)

TASK 3: TOPOGRAPHIC SURVEY and RIGHT-OF-WAY MAPPING

This task includes purchasing updated Title Reports.

Task 3.2 – Topographic Survey Base Map

Work in this amendment includes the following tasks:

- Additional topo mapping along Old Hwy 99 associated with the project limits extension
- Topographic map updates required due to delayed access to Pick-a-Part parcel

Task 3.3 – Right-of-Way Plans and Legal Descriptions

As a subconsultant to CONSULTANT, M2C will order updated Title Reports for parcels where Right-of-Way acquisitions, or temporary construction easements are required. The effort in this task includes staking of R/W and TCE limits.

Task 3 - Assumptions:

- M2C will obtain updated Title Reports needed for Right-of-Way acquisitions.

Task 3 - Deliverables:

- Up to three (3) Title Reports

PRELIMINARY ENGINEERING (RAB)

TASK 8: PRELIMINARY DESIGN (RAB)

Task 8.2 – Roadway/Roundabout Design

Alternative Analysis Support - CONSULTANT shall support the CITY with a planning-level assessment of various locations for the roundabout. CONSULTANT will develop a list of advantages and disadvantages for each of the locations.

Task 8 - Assumptions:

- CONSULTANT will only use this task when directed by the CITY.
- CONSULTANT effort on this task will not exceed \$10K.

Task 8 - Deliverables:

- Deliverables may include exhibits or write-ups for the CITY to use in their alternative analysis study.

TASK 9: UTILITY COORDINATION (RAB)

Work in this amendment includes additional efforts required to coordinate the design with PSE including development of a concept layout for PSE's trench and coordination meetings.

Task 9.2 – Conflict Resolution

Joint Utility Trench (JUT) Design – CONSULTANT will work with private utility company representatives and the CITY to identify an acceptable alignment for the JUT that meets the utility company's design requirements and does not impact the CITY's design.

Utility Coordination Meetings – Conduct bi-weekly utility coordination meetings from February 2024 through October 2025 (21 months) to discuss utility design and coordinate with private utility designers. CONSULTANT shall provide email correspondence to document the meeting agenda and meeting minutes including summary of action items, strategies, and decisions made.

Task 9 - Assumptions:

- CONSULTANT / CITY utility coordination meetings shall be conducted via video conference call attended by two CONSULTANT team members and be one hour or less in duration.
- Regularly scheduled Utility coordination bi-weekly meetings will continue through October 2025.

Task 9 - Deliverables:

- Concept layout of JUT for utility company review/approval in PDF format
- Meeting agenda and minutes (email format)

TASK 11: FINAL DESIGN (RAB)

This task includes work associated with extending the project limits on Old Hwy 99 and updating the stormwater design to incorporate changes resulting from geotechnical investigations.

Task 11.1 – Roadway/Roundabout Design

CONSULTANT shall revise the design and finished surface to include a retaining wall along the south side of 79th Avenue to reduce right-of-way impacts to the Pick-N-Pull parcel.

Horizontal alignments –CONSULTANT shall revise the 75% project alignments by extending the project limits north and south on Old Hwy 99 to include additional pavement restoration areas and avoid disturbing subsurface cement concrete panels.

Vertical Alignments – revise the 75% vertical profiles to tie into adjacent CITY restoration projects.

Final Grading – revise corridor modeling to incorporate alignment revisions.

Task 11.2 – Stormwater Design

Stormwater Design

BMP Conversion

- CONSULTANT will convert the stormwater water quality and flow control infiltration pond proposed at 30% to a low impact development (LID) system using a combination of filter vaults and infiltration galleries to reduce the project footprint and right-of-way impacts.
- CONSULTANT will revise the stormwater conveyance system design and split flows into (3) separate threshold discharge areas (TDA)s.

Geotechnical Coordination

- CONSULTANT will coordinate with CITY and their geotechnical engineer (Sage Geotechnical) to evaluate alternative stormwater conveyance and BMP facilities.
- CONSULTANT will attend three (3) coordination meetings with the CITY and Sage Geotechnical to evaluate stormwater design alternatives.
- CONSULTANT will develop two (2) exhibit graphics to aid with geotechnical coordination and discussions with the CITY.
- CONSULTANT will attend two (2) site visits with the CITY project manager to discuss existing utilities and identify additional geotechnical bore hole locations. Paint markings will be applied during a site visit to identify proposed locations for additional soil bore hole locations.

Infiltration Gallery Design

- CONSULTANT will consolidate three (3) BMP facilities to a single location on Old Hwy 99, adjacent to the Pick-N-Pull parcel. The CONSULTANT will work with the CITY and geotechnical engineers to evaluate up to four (4) alternative design configurations and infiltration gallery sizes and locations. Revisions to the stormwater conveyance calculations, water quality sizing, BMP selection and retention facility sizing will be completed by CONSULTANT.

Final Stormwater Report

CONSULTANT will update the stormwater report to incorporate changes made to the stormwater design between the 75% and Draft Final submittals.

Task 11.7 – Watermain Design

CONSULTANT will develop a watermain design to relocate existing watermain impacted by the project.

Task 11 - Assumptions:

- There are concerns with soil saturation behind the retaining wall at the 79th Avenue BMP location. Stormwater conveyance to this facility will be re-routed to the southern facility on Old Hwy 99.
- The geotechnical report identified a shallow restrictive permeability soil layer at the north BMP location on Old Hwy 99. To reduce the BMP size and avoid the need for a mounding analysis, stormwater runoff to this facility will be conveyed to the southern facility on Old Hwy 99.
- A restrictive soil layer was also detected at the southern BMP location to a depth of roughly 15 feet below existing ground. The final depth of the combined infiltration facility will be at or below the depth of this restrictive soil layer to increase overall permeability through the system and help reduce the footprint of the proposed infiltration BMP.
- CONSULTANT will modify the Stormwater Site Plan to include additional geotechnical data and reflect revisions to the stormwater calculations and ultimate facility sizes and locations.
- LID water quality and flow control for each TDA will be designed following the CITY requirements set forth in the July 2022 Drainage Design and Erosion Control Manual for Tumwater (DDECM).
- Two (2) LID water quality systems will be proposed along the east side of Old Hwy 99, one north of the roundabout adjacent to the Kaufman parcel, and one south of the roundabout adjacent to the Pick-N-Pull parcel.
- A third gallery will be located on the south side of 79th Avenue, adjacent to the Pick-N-Pull parcel.
- The existing survey basemap and geotechnical report include the necessary information to develop the design revisions described in Tasks 11.1 and 11.2.
- The CITY will provide vertical profiles to tie into planned CITY restoration projects.
- Water main to be designed per CITY standards.
- Water main relocations within WSDOT's limited access R/W will be performed under existing WSDOT utility easements/agreements.

Task 11 - Deliverables:

There are no deliverables for Task 11 included in this amendment.

TASK 15: FINAL DESIGN (FRONTAGE)

This task includes work associated with extending the project limits and additional utility design.

Task 15.1 – Roadway Design

Trails End Dr Cross-section - CONSULTANT will revise the cross-section of Trails End Rd per CITY direction. CONSULTANT will shift the Trails End Rd construction centerline to accommodate the widening of the roadway cross-section.

Arab Dr Sidewalk Replacement - CONSULTANT will develop a horizontal and vertical design for a new 6-foot-wide sidewalk on the west side of Arab Drive matching the same limits of the proposed sewer force main. CONSULTANT will design the proposed sidewalk profile grade based off Arab Drive centerline and alignment revisions to limit impacts to existing trees and irrigation.

Traffic Calming Alternatives - CONSULTANT will provide two (2) traffic calming chicane alternative designs to help slow vehicles speeds on 79th Avenue near the future city park.

Channelization Alternatives - CONSULTANT will develop (2) alternative roadway channelization configurations with central medians and shoulder bulb-outs. CONSULTANT will revise the 79th Avenue roadway channelization by adding central medians and extending the project limits 550-feet west to accommodate the future lane configuration. CONSULTANT will extend the construction centerline 550-feet west, add central medians on 79th Avenue west of Trails End Road, and revise the channelization to accommodate the future lane configuration for the corridor.

Final Grading - CONSULTANT will update roadway corridor modeling to incorporate the proposed widening and new sidewalk.

Task 15.2 – Stormwater Design

Stormwater Design - CONSULTANT will expand the stormwater TDA assumed in the original scope of work to incorporate the adjacent CITY O&M facility being designed by TCF Architecture and SCJ Alliance under separate contract. The single stormwater water quality and flow control facility (settling and infiltration ponds) assumed in the original scope of services will be separated and conveyed into two separate facilities. CONSULTANT will design an interim south pond to accommodate two-phase overflow parking construction and accommodate future parking lot expansion.

CONSULTANT will develop stormwater conveyance design, water quality and flow control analysis, and BMP pond grading for a second stormwater pond facility located at the southern end of the proposed park parcel.

CONSULTANT will coordinate with the park landscape architect (Bob Droll) and make necessary revisions to the pond grading to match the architect's vision for the future park.

CONSULTANT will expand the interim and ultimate south pond capacity to accommodate additional parking stalls for the O&M overflow parking lot. This effort will include additional conveyance, water quality and flow control design.

CONSULTANT will design an interim water quality BMP for the southern pond to accommodate staggered construction of the O&M facility overflow parking. To discourage Mazama Pocket Gophers from inhabiting the vegetated space between the southern pond limits and the first phase of parking lot construction, CONSULTANT will gradually grade the west slope of the water quality pond toward the parking lot for phase 1.

Task 15.3 – Water Design

Watermain Relocation - CONSULTANT will develop the water main relocation design required to avoid conflicts with the proposed project improvements. The work will include removal of redundant CITY water mains and water service for the old Trails End building and installation of a new water main.

Task 15.6 – Sanitary Sewer Design

Sanitary Sewer Design - CONSULTANT will add sanitary sewer stub-outs for the future O&M facility and city park bathroom.

CONSULTANT will design a new sanitary sewer manhole connected to the existing gravity sewer line on 79th Avenue and add a lateral with stub-out at the proposed right-of-way for the future O&M parcel.

CONSULTANT will design a new sanitary sewer manhole connected to the existing gravity sewer line on Trails End Road and add a lateral with stub-out at the proposed city park entrance.

Task 15.7 – CITY Project Coordination Meetings

CITY Project Coordination - Two (2) CONSULTANT team members will attend a monthly coordination meeting with CITY, SCJ Alliance and TCF Architecture for (8) months to coordinate stormwater, water, sewer, and roadway design between the two CITY projects.

Task 15 - Assumptions:

- CITY project coordination meetings will be no longer than one hour in duration.
- Meeting minutes will be documented in email correspondence

Task 15 - Deliverables:

There are no deliverables for Task 15 included in this amendment.

PLANS, SPECIFICATIONS AND ESTIMATE (RAB)

TASK 17: 75% PLANS, SPECIFICATIONS AND ESTIMATE (RAB)

This task includes work associated with adding retaining wall plans to the 75% PS&E submittal.

Task 17.2 – 75% Plans

The following plans will be included with the 75% submittal:

Retaining Wall Plan & Profile – (1 sheet)

The retaining wall plan and profile sheet will identify the horizontal limits of the retaining wall and a vertical profile identifying the wall height.

Task 17.4 – 75% Opinion of Probable Construction Costs (OPCC)

CONSULTANT will estimate the quantities for retaining wall bid items and evaluate the unit bid cost for the 75% OPCC.

Task 17 - Assumptions:

- Retaining wall plans will be added to the 75% deliverable. The watermain relocation plans will be included in the Final deliverable.

Task 17 - Deliverables:

The following plans are added to Task 17 with this amendment:

- Retaining Wall Plan & Profile Drawing (1 sheet)

TASK 18: DRAFT FINAL PLANS, SPECIFICATIONS AND ESTIMATE (RAB)

The work in this amendment includes updating plans to address changes to project limits and the development of the water main plan and profile. Project limits were revised to match into future CITY restoration projects.

Task 18.2 – Draft Final Plans

The following plans will be included with the Draft Final submittal:

75% Plan Revisions

CONSULTANT will update the following plans to address changes to the project limits that occurred after the 75% submittal:

- Alignment Plans
- Erosion Control Plans
- Demolition Plans
- Roadway Plan and Profiles
- Channelization and Signing Plans

Watermain Plan and Profile – (1 sheet)

CONSULTANT will design the relocation of a portion of the existing water main along 79th Avenue to create larger separation between the proposed joint utility joint trench (JUT). The effort in this task includes design, utility conflict and clash detection analysis, and development of the plan sheet.

Task 18.4 – Draft Final Opinion of Probable Construction Costs (OPCC)

The effort in this amendment includes updating the cost estimate quantities associated with the extended project limits that were made after the 75% submittal.

Task 18 - Assumptions:

- Retaining wall plans will be added to the 75% deliverable. The watermain relocation plans will be included in the Final deliverable.

Task 18 - Deliverables:

The following plans are added to Task 18 with this amendment:

- Watermain Plan & Profile Drawing (1 sheet)

TASK 19: ADVERTISEMENT AND BIDDING SUPPORT (RAB)**Task 19.1 – Final PS&E Revisions**

This task includes efforts to address CITY comments associated with design changes occurring after the Draft Final PS&E submittal. This includes effort to incorporate CITY comments on the Draft Final plans, OPCC, and specifications.

Task 19 - Assumptions:

No assumptions are added to Task 19 with this amendment.

Task 19 - Deliverables:

There are no deliverables for Task 19 included in this amendment.

TASK 23: Draft Final Plans, Specifications and Estimate (FRONTAGE)

The effort in this supplement includes development of plans and updating the OPCC to account for revisions to the storm drainage design that occurred after the 75% submittal.

Task 23.2 – Draft Final Plans

The effort in this amendment includes revisions to construction plans for the cross-section revision on Trails End Dr, the added stormwater pond and updating the plans to address changes to the design that occurred after the 75% submittal.

Construction plans impacted by the revisions made after the 75% submittal include roadway cross sections, demolition plans, roadway plans and profiles, and stormwater storm conveyance and detail plan sheets.

Task 23.4 – Draft Final Opinion of Probably Construction Costs (OPCC)

The effort in this amendment includes updating quantity takeoffs to address the changes made to the project elements and limits after the 75% submittal.

Task 23 - Assumptions:

No assumptions are added to Task 23 with this amendment.

Task 23 - Deliverables:

There are no deliverables for Task 23 included in this amendment.

TASK 24: ADVERTISEMENT AND BIDDING SUPPORT (FRONTAGE)**Task 24.1 – Final PS&E Revisions**

This task includes efforts to address CITY comments associated with design changes occurring after the Draft Final PS&E submittal. This includes effort to incorporate CITY comments on the Draft Final plans, OPCC, and specifications.

Task 24 - Assumptions:

No assumptions are added to Task 24 with this amendment.

Task 24 - Deliverables:

There are no deliverables for Task 24 included in this amendment.

TASK 27: Retaining Wall and Pedestrian Railing Design (RAB)

This task includes efforts to extend the limits of the proposed retaining wall and railing to reduce right-of-way impacts. This effort includes revising contract drawings showing type, size, and location of a gravity block wall and associated sidewalk and pedestrian railing features and revising quantity takeoffs.

Task 27.2 – FINAL Wall and Pedestrian Railing DesignFINAL Wall & Pedestrian Railing Plan Specs & Estimate

CONSULTANT will evaluate the retaining wall limits to reduce the impacts to right-of-way. The effort in this task includes the design, revision to construction plans, and updating quantity takeoffs to account for the extended retaining wall limits.

Task 27 - Assumptions:

- Revised retaining wall limits will be coordinated with the CITY

Task 27 - Deliverables:

There are no deliverables for Task 27 included in this amendment.

FEE ESTIMATE


City of Tumwater: Old Hwy 99 & 79th Ave




Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants	Total Fee
1	Project Management	\$20,185	\$0	\$0	\$0	\$20,185
3	Topographic Survey and ROW Mapping	\$0	\$0	\$0	\$2,890	\$2,890
8	Preliminary Desing (RAB)	\$9,992	\$0	\$8	\$0	\$10,000
9	Utility Coordination (RAB)	\$8,768	\$0	\$0	\$0	\$8,768
11	Final Design (RAB)	\$23,145	\$0	\$0	\$0	\$23,145
15	Final Design (FRONTAGE)	\$30,344	\$0	\$0	\$0	\$30,344
17	75% Plans, Specifications, and Estimate (RAB)	\$2,139	\$0	\$0	\$0	\$2,139
18	Final Plans, Specifications and Estimate (RAB)	\$8,629	\$0	\$0	\$0	\$8,629
19	Advertisement and Bidding Support (RAB)	\$1,392	\$0	\$0	\$0	\$1,392
23	Draft Final Plans, Specifications and Estimate (FRONTAGE)	\$9,028	\$0	\$0	\$0	\$9,028
24	Advertisement and Bidding Support (FRONTAGE)	\$1,548	\$0	\$0	\$0	\$1,548
27	Retaining Wall and Pedestrian Railing Design (RAB)	\$7,095	\$0	\$0	\$0	\$7,095
		\$122,265	\$0	\$8	\$2,890	\$125,163

LABOR ESTIMATE, HDR ENGINEERING STAFF

City of Tumwater: Old Hwy 99 & 79th Ave

		Contract Title / Project Role	French, Cameron C Project Manager	Shea, Bradley J Project Manager	Sousa, Logan Jon Roadway EIT	Kuhns, David W Jr. Utility Engineer	Bush, Jaelen Alexander Utility EIT	Vo, John-Viet T Structural Engineer	Border, Eric Webster Structural EIT	Skinner, Mason J Roadway Engineer	Johnson, Ty M Utility Engineer	Li, Patrick T Structural Engineer	Golbuff, Graham Landscape Architect	Ahrens, Leah Marie Project Accountant	McGlamery, John R Value Engineering Risk Specialist	Total Labor Hours	Total Labor Dollars
		Billing Rate	187.75	264.71	124.53	199.68	129.67	254.69	159.54	195.72	270.46	251.08	124.64	168.05	129.65		
		HDR Job Title	PJM.PJM110.Proj ect Manager Engineering Asst	PJM.PJM300.Proj ect Manager General Sr	EHI.EHI100.EIT Highway	ESA.ESA300.Engi neer Sanitary Sr	ESA.ESA100.EIT Sanitary	EBR.EBR300.Eng ineer Bridge Sr	EST.EST200.Engi neer Structural	EHI.EHI300.Engin eer Highway Sr	PJM.PJM310.Proj ect Manager Engineering Sr	EBR.EBR300.Eng ineer Bridge Sr	LAR.LAR200.Land scape Architect	FIN.FIN230.Proje ct Accountant Sr	EVE.EVE100.Valu e Engineering Risk Specialist		
		Direct Rates	64.88	91.47	43.03	69.00	44.81	88.01	55.13	67.63	93.46	86.76	43.07	58.07	44.80		
1	Project Management		44	26	0	0	0	0	0	0	0	0	0	30	0	100	\$ 20,184.96
	1.1	Project Management/Administration	12	6										6		24	\$ 4,849.56
	1.2	Project Reporting/Invoicing	12											24		36	\$ 6,286.20
	1.3	Project Team Meetings	20	20												40	\$ 9,049.20
3	Topographic Survey and ROW Mapping		0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	3.3	Right-of-Way Plans and Legal Descriptions														0	\$ -
8	Preliminary Desing (RAB)		31	4	25	0	0	0	0	0	0	0	0	0	0	60	\$ 9,992.34
	8.2	Roadway/Roundabout Design	31	4	25											60	\$ 9,992.34
9	Utility Coordination (RAB)		20	16	0	0	0	0	0	0	0	0	0	0	6	42	\$ 8,768.26
	9.2	Conflict Resolution														0	\$ -
		Joint Utility Trench (JUT) Design														0	\$ -
		Utility Coordination Meetings	20	16											6	42	\$ 8,768.26
11	Final Design (RAB)		24	8	32	21	56	0	0	0	4	0	0	0	0	145	\$ 23,145.28
	11.1	Roadway/Roundabout Design														0	\$ -
		Horizontal Alignments	4		16											20	\$ 2,743.48
		Vertical Alignments	2		4											6	\$ 873.62
		Final Grading	2		12											14	\$ 1,869.86
	11.2	Stormwater Design														0	\$ -
		BMP Conversion	4	2		8	16				2					32	\$ 5,493.50
		Geotechnical Coordination	8	4		4	12									28	\$ 4,915.60
		Infiltration Gallery Design	4	2		8	24				2					40	\$ 6,530.86
	11.7	Watermain Design				1	4									5	\$ 718.36
15	Final Design (FRONTAGE)		43	8	34	21	80	0	0	0	5	0	0	0	0	191	\$ 30,344.13
	15.1	Roadway Design														0	\$ -
		Trails End Dr Cross-section	4		6											10	\$ 1,498.18
		Arab Dr Sidewalk Replacement	4		4											8	\$ 1,249.12
		Traffic Calming Alternatives	16													16	\$ 3,004.00
		Channelization Alternatives	8		12											20	\$ 2,996.36
		Final Grading			12											12	\$ 1,494.36
	15.2	Stormwater Design														0	\$ -
		Stormwater Conveyance Revisions				5	16				1					22	\$ 3,343.58
		Park Pond Design Revisions	2			8	30				2					42	\$ 6,403.96
	15.3	Water Design														0	\$ -
		Watermain Relocation	1			2	20				1					24	\$ 3,450.97
	15.6	Sanitary Sewer Design														0	\$ -
		Sanitary Sewer Design				4	14				1					19	\$ 2,884.56
	15.7	CITY Project Coordination Meetings	8	8		2										18	\$ 4,019.04
17	75% Plans, Specifications, and Estimate (RAB)		4	0	8	0	0	0	0	2	0	0	0	0	0	14	\$ 2,138.68
	17.2	75% Plans														0	\$ -
		Retaining Wall Plan and Profile (1 sheet)	4		6											10	\$ 1,498.18
	17.4	75% Opinion of Probably Construction Costs (OPCC)			2					2						4	\$ 640.50
18	Final Plans, Specifications and Estimate (RAB)		11	2	10	5	12	0	0	6	3	0	2	0	0	51	\$ 8,629.39
	18.2	Draft Final Plans														0	\$ -
		75% Plan Revisions	8	2	8	3	4			5	2		2			34	\$ 5,914.18
		Watermain Plan and Profile (1 sheet)	1			1	6				1					9	\$ 1,435.91
	18.4	Draft Final Opinion of Probable Construction Costs (OPCC)	2		2	1	2			1						8	\$ 1,279.30
19	Advertisement and Bidding Support (RAB)		2	0	4	0	4	0	0	0	0	0	0	0	0	10	\$ 1,392.30
	19.1	Final PS&E Revisions	2		4		4									10	\$ 1,392.30

		French, Cameron C	Shea, Bradley J	Sousa, Logan Jon	Kuhns, David W Jr.	Bush, Jaelen Alexander	Vo, John-Viet T	Border, Eric Webster	Skinner, Mason J	Johnson, Ty M	Li, Patrick T	Golbuff, Graham	Ahrens, Leah Marie	McGlamery, John R		
23	Draft Final Plans, Specifications and Estimate (FRONTAGE)	10	1	14	6	10	0	0	8	4	0	0	0	0	53	\$ 9,028.01
	23.2 Draft Final Plans														0	\$ -
	Revisions for changes after 75% submittal	8	1	12	2	2			6	3					34	\$ 5,905.47
	Added Stormwater Pond Grading Plan				2	6									8	\$ 1,177.38
	23.4 Draft Final Opinion of Probable Construction Costs (OPCC)	2		2	2	2			2	1					11	\$ 1,945.16
24	Advertisement and Bidding Support (FRONTAGE)	2	1	2	2	2	0	0	0	0	0	0	0	0	9	\$ 1,547.97
	24.1 Final PS&E Revisions	2	1	2	2	2									9	\$ 1,547.97
27	Retaining Wall and Pedestrian Railing Design (RAB)	0	0	0	0	0	7	27	0	0	4	0	0	0	38	\$ 7,094.73
	27.2 FINAL Wall, Sidewalk and Pedestrian Railing Design														0	\$ -
	Final Wall & Pedestrian Railing PS&E						7	27			4				38	\$ 7,094.73
Task Total Hours		191.00	66.00	129.00	55.00	164.00	7.00	27.00	16.00	16.00	4.00	2.00	30.00	6.00	713.00	
Task Total Fee		\$ 35,860.25	\$ 17,470.86	\$ 16,064.37	\$ 10,982.40	\$ 21,265.88	\$ 1,782.83	\$ 4,307.58	\$ 3,131.52	\$ 4,327.36	\$ 1,004.32	\$ 249.28	\$ 5,041.50	\$ 777.90		\$ 122,266.05

MTN2COAST, LLC - Old 99 and 79th RAB Additional Work

Prepared by: Seth Prigge6/27/2025

HDR City of Tumwater Old 99 and 79th Ave RAB

		Hours	Rate		Amount	
<u>Legal Descriptions and ROW review</u>						
Field staking of ROW and TCE	2MC	3	\$	180.00	\$	540.00
proposed ROW Staking calcs	SST	2	\$	100.00	\$	200.00
LS Review update order title reports and coordinate	ls	2	\$	150.00	\$	300.00
Title Report Updates	Lump Sum	3	\$	150.00	\$	450.00
Additional Field topo by pick and pull	2MC	4	\$	180.00	\$	720.00
Process field data and drafting for map update	ST	6	\$	80.00	\$	480.00
Review map update	SST	2	\$	100.00	\$	200.00

Total Fee

\$2,890.00

Land Surveyor	LS	150
2 Person Crew	2MC	180
Survey Technician	ST	80
Senior Survey Tech (LSIT)	SST	100

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

OLD HWY 99 AND 79TH AVE ROUNDABOUT

THIS AGREEMENT is made and entered into in duplicate this 26th day of April, 2023, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and HDR ENGINEERING, INC., a Nebraska corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”). The standard of care for all services performed by SERVICE PROVIDER shall be the care and skill ordinarily used by members of SERVICE PROVIDER’S profession.

2. TERM.

The Project shall begin no earlier than March 1, 2023, and shall be completed

no later than December 31, 2024. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

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

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **Seven Hundred Thirty Five Thousand and 00/100 Dollars (\$735,000.00)** as reflected in Exhibit "A" Scope of Services.

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

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

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

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

E. 2008 Early Retirement Factor Retirees. Washington State law requires reporting of any contractor, independent contractor or personal service contractor that has retired from the State of Washington using the 2008 Early Retirement Factor (ERF). Stricter return-to-work restrictions apply to a retiree under the 2008 ERF. The SERVICE PROVIDER must verify retirement status by completing a Service Provider Retirement Status Form, attached as Exhibit "B", for each of the SERVICE PROVIDER'S owners and for each person providing service under this Agreement.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

related projects.

7. HOLD HARMLESS INDEMNIFICATION.

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

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

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

8. INSURANCE.

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

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

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

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

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

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

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

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

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

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement. Any modification or reuse of such work product and/or other documents for purposes other than those intended by the Agreement shall be the CITY'S sole risk and without liability to SERVICE PROVIDER.

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

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

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis

prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

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

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

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for

which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing

and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

*** Signatures on Following Page ***

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

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

DocuSigned by:

Debbie Sullivan

945DD615DF7D4C0...

DEBBIE SULLIVAN
Mayor

SERVICE PROVIDER:

HDR ENGINEERING, INC.

Address: 905 Plum Street SE, Ste. 200
Olympia, WA 98501

Tax ID #: 601-021-437

Phone Number: 360-570-4400

Signature (Notarized – see below)

Printed Name: Rob BermanTitle: Sr Vice President

ATTEST:

DocuSigned by:

Melody Valiant

0727D00D755A4FB...

Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Karen Kirkpatrick

3011BA3DE4C345C...

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that Rob Berman (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 Sr. Vice President (title) of HDR Engineering, Inc. (company) to be the free and voluntary act of such party for the ~~uses~~ and purposes mentioned in the instrument.

Dated: April 26, 2023

Peggy L. Jergesen
Notary Public in and for the State of Washington,

My appointment expires: 07/21/2025

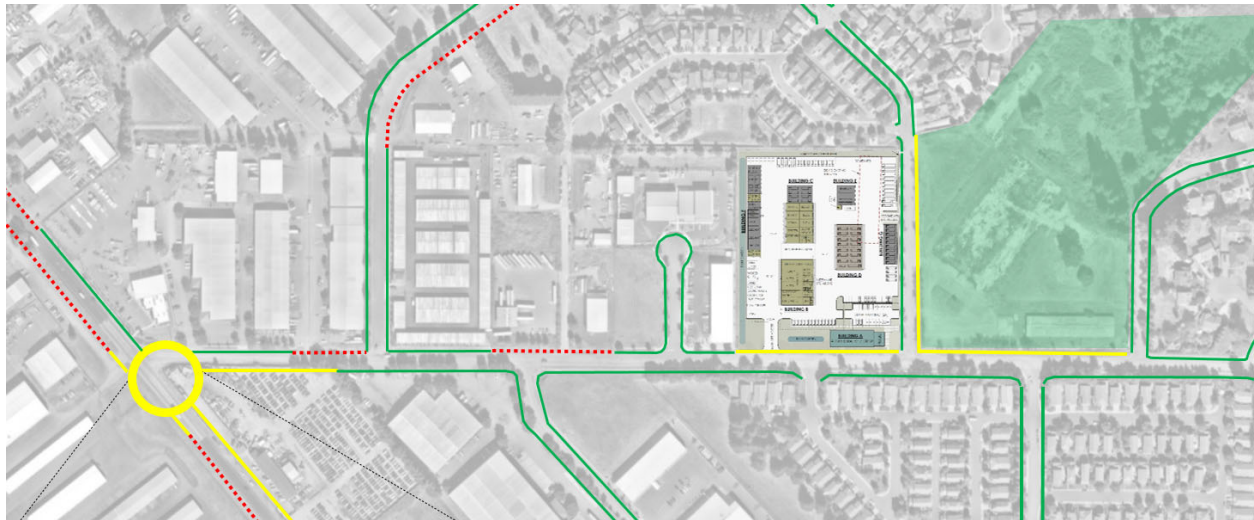
Exhibit A DRAFT Scope of Services

Old Hwy 99 and 79th Avenue Roundabout

Introduction

The City of Tumwater (CITY) has selected HDR Engineering, Inc. to provide support to the city in the design and development of construction documents for the Old Hwy 99 and 79th Avenue Roundabout and the frontage improvements required for the CITY's proposed maintenance and park facilities along 79th Avenue and Trails End Road.

During the term of this AGREEMENT, HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Tumwater in association with the work. This document shall be used to plan, conduct, and complete the work.



Roundabout and Frontage Improvements Overview

This project includes intersection and frontage improvements associated with the CITY's proposed facilities on 79th Avenue and Trails End Road. This scope of work includes efforts required to design the roundabout (RAB) and the frontage improvements (FRONTAGE) projects. The RAB and FRONTAGE projects are covered under different tasks so the two projects can be tracked separately.

RAB - The roundabout improvements at the intersection of Old Hwy 99 and 79th Avenue will be developed to be consistent with the CITY's Old Hwy 99 corridor study. Further discussion of the roundabout design approach and anticipated project limits is included in the roundabout design scope of work.

FRONTAGE – The frontage improvements project will match into existing frontage improvements on 79th Avenue and Trails End Road. Improvements will include stormwater improvements to meet the CITY's Drainage Design and Erosion Control Manual. The FRONTAGE project includes the following limits:

- Approximately 1,200 feet along the north side of 79th Avenue
- Approximately 700 feet along the east side of Trails End Road

The CONSULTANT's work is expected to start in March 2023 and continue through January 2024. The CONSULTANT will perform the Work as defined in the tasks in this document. The Preliminary Engineering phase of the project will include preliminary Right-of-Way activities that will establish the Right-of-Way needs and estimated costs. Efforts for the Right-of-Way phase of the project will be added as an amendment after the Preliminary Engineering Phase is complete and the Right-of-Way needs have been defined.

TABLE OF CONTENTS

PROJECT MANAGEMENT & SUPPORT SERVICES

Task 1	Project management
Task 2	Public Outreach Support
Task 3	Topographic Survey and Right of Way Base Mapping
Task 4	Geotechnical Investigation and Reporting
Task 5	Cultural Resources

PRELIMINARY ENGINEERING (RAB)

Task 6	Environmental Permitting
Task 7	Phase 1 Environmental Site Assessment
Task 8	Preliminary Design <ul style="list-style-type: none"> • Sensitivity Analysis • Roadway/Roundabout Design • Stormwater Design • Sanitary Sewer Design • Illumination Design • Landscaping Design
Task 9	Utility Coordination/Undergrounding
Task 10	Real Estate Services Support
Task 11	Final Design <ul style="list-style-type: none"> • Roadway/Roundabout Design • Stormwater Design • Sanitary Sewer Design • Illumination Design • Landscaping Design

PRELIMINARY ENGINEERING (FRONTAGE)

Task 12	Environmental Permitting
Task 13	Preliminary Design <ul style="list-style-type: none"> • Roadway Design • Stormwater Design • Water Design (Service Stub-out for Site Development for Both Parcels) • Illumination Design • Landscaping Design
Task 14	Utility Coordination/Undergrounding
Task 15	Final Design

- Roadway Design
- Stormwater Design
- Water Design (Service Stub-out for Site Development for Both Parcels)
- Illumination Design
- Landscaping Design

PLANS, SPECIFICATIONS, AND ESTIMATE (RAB)

Task 16	30% Design Documentation (RAB)
Task 17	75% Plans, Specifications, and Construction Cost Estimate (No CSI Format)
Task 18	Draft Final Plans, Specifications, and Construction Cost Estimate (No CSI Format)
Task 19	Advertisement and Bidding Support
Task 20	Design Support During Construction

PLANS, SPECIFICATIONS, AND ESTIMATE (FRONTAGE)

Task 21	30% Design Documentation (FRONTAGE)
Task 22	75% Plans, Specifications, and Construction Cost Estimate (No CSI Format)
Task 23	Draft Final Plans, Specifications, and Construction Cost Estimate (No CSI Format)
Task 24	Advertisement and Bidding Support
Task 25	Design Support During Construction

Design Criteria

The CITY will designate the basic premises and criteria for plan development. The plans shall be developed in accordance with the latest edition and amendments of the following publications as of the date of the signing of this AGREEMENT of the following documents.

Measurements will be in English units.

Drafting Standard: APWA/City of Tumwater

Datums:

Horizontal: Washington State Plane Coordinate System
Vertical: NGVD 29

City of Tumwater Publications:

- The Tumwater Development Guide and Standard Details (Interim 2021) or the latest version
- Drainage Design and Erosion Control Manual for Tumwater (July 2022)
- Latest Tumwater Standard Details

WSDOT Publications:

- Standard Specifications for Road, Bridge and Municipal Construction, English edition (2022)
- Standard Plans for Road, Bridge and Municipal Construction, English edition
- WSDOT Design Manual

American Association of State Highway and Transportation Officials (AASHTO) Publications:

- A Policy on Geometric Design of Highways and Streets, (2018 Edition – “Green Book”)

U.S. Department of Transportation (USDOT) Publications:

- Manual of Uniform Traffic Control Devices for Streets and Highways
- Highway Capacity Manual, Special Report 209
- Public Right of Way Accessibility Guidelines (PROWAG)
- NCHRP Report 672 (FHWA Roundabout Guidance)

Additional project specific criteria will be established in initial meetings with the CITY.

Detailed Scope of Services

TASK 1: PROJECT MANAGEMENT

The purpose of this activity is to provide overall direction and control for the RAB and FRONTAGE projects. The CONSULTANT's project manager shall be responsible for developing and administering the communication plan for the project, including creation and updates of the project schedule, implementation of the quality control process, project reporting, project documentation, and overall performance of the project. Activities will include the following:

Task 1.1 – Project Management/Administration

The CONSULTANT shall administer the project and coordinate with CITY to facilitate efficient progress and timely completion. Elements of work for this task include:

- Project Setup
- Manage project activities, Quality Management Plan, Health and Safety Plan
- Manage project budget and schedule
- Manage sub-consultant agreements
- Perform management and business reviews
- Project Closeout

Task 1.2 – Project Reporting/Invoicing

The CONSULTANT shall prepare monthly invoices, earned value and progress reports to document the work performed and anticipated work for the next month. Elements of work for this task include:

- Prepare monthly earned value chart tracking project progress.
- Prepare/submit monthly progress report and invoice to CITY project manager.

Task 1.3 – Project Team Meetings

The CONSULTANT project manager, in addition to attending specific meetings as described in other tasks, shall attend the following meetings:

- Bi-weekly CITY project management meetings to discuss progress, action items, schedule, budget, and upcoming issues. CONSULTANT shall prepare agenda and meeting minutes including summary of action items, strategies, and decisions made.
- Monthly CONSULTANT team meetings to coordinate team's progress and effort. CONSULTANT shall prepare agenda, summarize decisions made, and assign action items.
- The CONSULTANT shall maintain regular contact with the CITY Project Manager and maintain regular coordination with CITY staff for this project in accordance with the provisions stated in this scope of work. The CONSULTANT Project Manager shall be responsible for maintaining regular contact with the CITY and designated project management team staff through informal office visits, telephone conversations, emails and open access to project information by the CITY.

Task 1 - Assumptions:

- CONSULTANT / CITY project management meetings shall be conducted via video conference call or in person, be attended by two CONSULTANT team members, and be one hour or less in duration.
- The Project Budget and Earned value will be tracked at the Task level.
- Work will occur over eleven (11) consecutive months between Mar 2023 & Jan 2024.

- All meetings with the CITY shall be attended by two (2) CONSULTANT team members.
- Project design team meetings are assumed to be one hour or less in duration. One CONSULTANT team member will have an additional hour for meeting preparation and minutes.
- Project management team meetings will occur every other week for the duration of the project.
- The CONSULTANT will provide all meeting participants with the phone number and participant code number, or a link to the video conference session when using virtual meeting software for each meeting(s).
- CONSULTANT internal team will meet one time per month for a period of eleven (11) months between Mar 2023 & Jan 2024. Internal team meetings will be one (1) hour in duration and will include the PM and design discipline leads.
- The initial project design team meeting will be an internal kickoff meeting that the discipline leads, and their support staff will attend. This meeting is anticipated to be 1.5 hours in duration.
- All management and design team meetings will cover items in both project and meeting notes will be combined in one document.

Task 1 - Deliverables:

- Project Schedule (included with biweekly progress report, via pdf)
- Meeting Minutes (Assumes 22 project management team meetings and 11 project design team meetings, via pdf).
- Monthly Progress Reports/Invoices (Assumes 11 Reports/Invoices, via pdf).
- Earned Value Chart (Assumes 11 total, via pdf)

TASK 2: PUBLIC OUTREACH SUPPORT

The purpose of this activity is to provide public outreach support to the CITY for the RAB and FRONTAGE projects.

Task 2.1 – Public Outreach Exhibits

The CONSULTANT shall develop exhibits depicting the proposed project improvements for the CITY to post to the project website.

Task 2.2 – Public/Stakeholder Outreach Support

The CONSULTANT shall support the CITY's coordination efforts with project stakeholders and the community. Efforts may include reviewing/responding to stakeholder questions and/or attending meetings to discuss the project details with stakeholder. The budget assumes up to 40 hours of public/stakeholder outreach support will be required for the RAB and FRONTAGE projects.

Task 2 - Assumptions:

- CITY will update the project website with exhibits provided by CONSULTANT in PDF or PNG format.
- It assumed that no oversized exhibit display boards will be required for public outreach efforts and all deliverables will be provided in electronic format.
- Hours for public/stakeholder outreach support effort is estimated to be 40 hours.

Task 2 - Deliverables:

- Public Outreach Exhibits – these exhibits will be developed using the project design CADD files but will be modified to be used for display graphics rather than construction documents (PDF format).

TASK 3: TOPOGRAPHIC SURVEY and RIGHT-OF-WAY MAPPING

CONSULTANT will retain MTN2Coast (M2C) to provide topographic surveying and right of way base mapping services for the RAB and FRONTAGE projects. M2C will build on previous work performed for the CITY. City will provide as-built records for City's owned utilities. It is the CONSULTANT's responsibilities to obtain existing utility records from private utilities and the cost for locate services.

TASK 3.1 – Right-of-Way Base Map

M2C will complete the appropriate field and office work to establish the right-of-way base map for the RAB and FRONTAGE projects. A Record of Survey drawing will be prepared and recorded with the County Auditor's office for any revision to right-of-way, as required by law. All existing searched for and found monuments based on record of surveys and recorded plats shall be documented on the right-of-way base map. It is anticipated that during construction a DNR permit to destroy or remove the monuments will be required.

TASK 3.2 – Topographic Survey Base Map

M2C will complete a topographic survey of the RAB and FRONTAGE project sites as shown in **Figure 1** and **Figure 2**. The topographic survey shall be conducted within the project limits and out to 25 feet beyond the proposed project boundary.

Topographic survey features to be mapped:

- Roadways, driveways, sidewalks, and other surface features with material or surface types;
- Centerlines, channelization, and angles of intersection of the side streets with main roadway centerline;
- One-foot contours with tops, toes and breaks;
- Buildings and other structures on site with finished floor elevations;
- Other visible improvements such as curbs, mailboxes, light poles, etc.;
- Trees (2" caliper and larger), shrubs, special landscaping, and irrigation features;
- Locations of other landscaping materials such as grass lawns, rock structures, sculptures, etc.;
- Type, locations and elevations of sprinkler heads, sprinkler control boxes, and other sprinkler devices that may become a design and ROW negotiation considerations;
- Fences and retaining walls;
- Toe and top of slopes within drainage features;
- Locate and confirm all existing utilities and appurtenances with types, sizes, and materials, as possible for all public and private owned utilities;
- All other features not explicitly stated as required for design in accordance with standard survey practices.

Water Mains and Appurtenances:

- Size and material type of water main from city records, locate service markings and observations by M2C;

- Size and type of manhole, meter and fire hydrant from city records, locate service markings and observations by M2C;
- Size and type of valve from city records, locate service markings and observations by M2C, with operating nut elevation by M2C;

Storm Drains and Open Channels:

- Size and material type of storm drains with flow direction from city records, locate service markings and observations by M2C;
- Size and type of appurtenances including inlet, catch basin, junction box etc. from city records and observations by M2C;
- Rim elevation and flowline elevations of all lines entering and exiting drainage structure;
- Open channels and culverts with material and elevations if visible;
- Width and height of all box culverts as well as the entry and exit elevations ;
- Elevations, widths and locations of any headwalls, retaining walls, aprons or other objects within the limits of the survey.

Sanitary Sewer and Appurtenances:

- Size and material type of sewer line with flow direction from city records, locate service markings and observations by M2C;
- Size and type of manhole (brick, concrete, fiberglass, drop manhole, etc.);
- Rim elevation and flowline elevations of all lines entering and exiting manhole;
- Manhole access device, cleanout and other appurtenances.

Gas Mains:

- Size and type of appurtenances including meter, manhole, valve etc. from locate service markings, utility company records and observations by M2C.

Underground Telephone:

- Size and type appurtenances (manhole, telephone pole, guy wire, vault, etc.) from locate service marking, utility company records and observations by M2C.

Electric:

- Location, size and type appurtenances (manhole, vault, power pole, guy wire, overhead lines, etc.) from locate service marking, utility company records and observations by M2C.

Underground Fiber Optic:

- Location, size and type appurtenances (manhole, vault etc.) from locate service marking, utility company records and observations by M2C.

Field Sketch and Notes:

- Field sketches and notes depicting any special field information shall be furnished, if available.

TASK 3.3 – Right-of-Way Plans and Legal Descriptions

M2C will review right-of-way plans developed by the CONSULTANT. Up to three (3) rounds of comments are included.

M2C will develop ROW exhibits (legal description and sketch) for the property acquisitions and temporary construction easements. The effort includes up to three (3) reviews of the right-of-way plans.

ROW staking for appraisal and negotiation. Set temporary hubs on the proposed new ROW at the intersection of the sidelines of existing parcels.

Task 3 - Assumptions:

- Survey control will be established by MTC. Benchmarks (BM) or Control Points (CPs) shall be established at each end of the project with intermediate locations spaced about every 500 feet and at a sufficient distance outline the limits of construction so as not to be disturbed by construction activities. A minimum of two BMs or CPs are to be provided on each project with the northing, easting, elevation, and description;
- CITY will provide right of entry permits for the survey efforts;
- M2C will obtain Title Reports for use in developing the right-of-way base map;
- The topographic survey prepared by M2C for the CITY's facilities on 79th Avenue and Trails End Road will be provided to the design team for the FRONTAGE project efforts.
- Datums: Horizontal datum will be the Washington State Plane Coordinate System
 Vertical datum will be NGVD 29

Task 3 - Deliverables:

- Up to four (4) Title Reports (See **Figure 3**)
- Right-of-Way base map in AutoCAD format
- Topographic survey map in AutoCAD format with 3d surface of the project areas

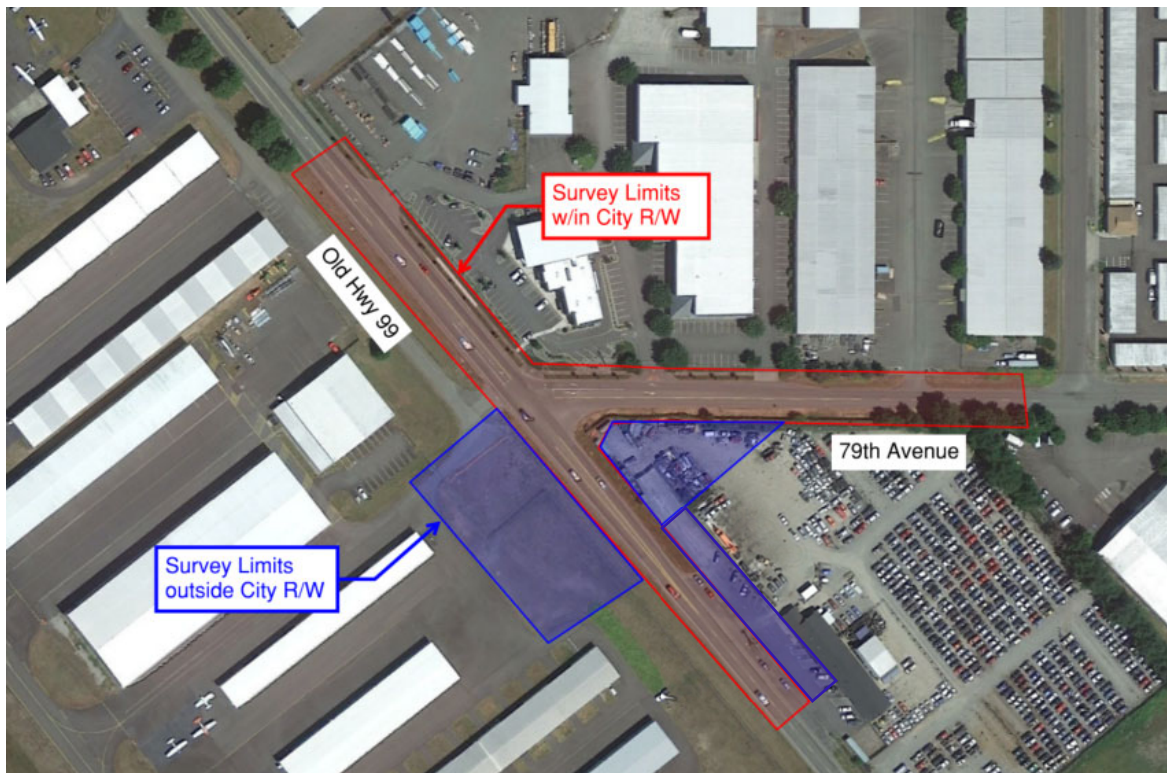


Figure 1 – RAB Project Survey Limits

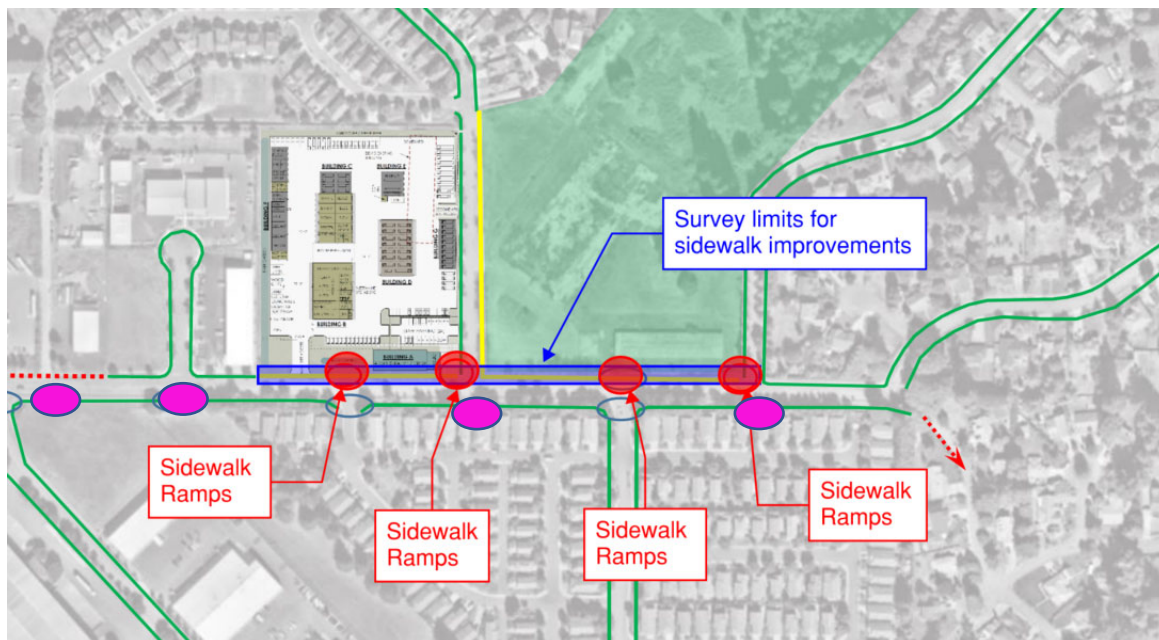


Figure 2 – FRONTAGE Project Survey Limits

● Add ADA ramps into review for compliance and upgrade if necessary



Figure 3 – Required Title Reports

Title Reports:

1. Parcel No. 38400000104 (Kaufman Real Estate LLC)
2. Parcel No. 12711410300 (Kaufman Real Estate LLC)
3. Parcel No. 31100002100 (PICK A PART INC)
4. Parcel No. 38400000200 (Port of Olympia)

TASK 4: GEOTECHNICAL INVESTIGATION AND REPORTING

CONSULTANT will retain Landau and Associates Inc. (LAI) to provide geotechnical engineering services in support of Project. LAI's efforts will include soil sampling and testing to determine information required for the stormwater design and collecting and testing soil samples located in areas of R/W acquisition. See **Figure 4** and **Figure 5**.

Geotechnical services for the RAB and FRONTAGE project sites are included in this task. One geotechnical report will be prepared to address the soil conditions at both project sites and used for the stormwater designs of the RAB and FRONTAGE projects.

CONSULTANT Services

HDR will review and provide comment on the Draft Technical Memorandum.

LAI Services

The following services will be provided by LAI.

Task 4.1 – Site Reconnaissance, Utility Locates

This subtask includes the following efforts:

- Gather and review available published geotechnical and geologic subsurface information.
- Visit the site to observe existing conditions and excavator access for field explorations.
- Notify the Utility Notification Center for public utility clearance. Subcontract a private utility-locating service to locate utilities outside of public easements.
- Submit a traffic control plan for review by the CITY.
- Prepare a health and safety plan and QA/QC plan for review by CONSULTANT.
- Prepare subcontractor agreements for excavating, private utility-locating, and traffic control services. Coordinate fieldwork schedule with subcontractors.
- Determine need for mounding analysis following the City of Tumwater Design and Erosion Control Manual.

Task 4.2 – Geotechnical Field Explorations and Laboratory Testing

This efforts in this task cover both the RAB and FRONTAGE project sites. The project site locations are far enough apart that it is not feasible to use the same soil samples or monitoring wells for both project locations.

Field Explorations - RAB

Advance as many as 3 borings to depths of 20-25 ft below ground surface or practical refusal (rock, groundwater table, etc.). The borings will be located off the roadway shoulder/outside the edge of pavement. LAI will submit a sketch showing the proposed exploration locations for review prior to breaking ground.

Advance one (1) boring to a depth of 20-25 ft below ground surface or practical refusal (rock, groundwater table, etc.) in each parcel acquisition area planned for the RAB improvements. Soil samples from the borings will be tested for potential contamination.

Field Explorations - FRONTAGE

Advance as many as 3 borings to depths of 20-25 ft below ground surface or practical refusal (rock, groundwater table, etc.). The borings will be in the northwest corner of the City's future park facility at the north end of the project limits on Trails End Rd. LAI will

submit a sketch showing the proposed exploration locations for review prior to breaking ground.

An LAI geotechnical engineer or geologist will supervise the explorations, obtain soil samples, and prepare field logs of conditions encountered. Soil samples will be returned to LAI's laboratory for further classification and testing. Soil samples obtained from the explorations will be held for 90 days after submittal of the final report. After that date, the soil samples will be disposed of, unless arrangements are made to retain them.

Laboratory Testing - RAB

- Geotechnical laboratory testing will be completed to help determine pertinent engineering soil properties. Laboratory testing will include ten (20) index tests (combined grain-size distribution analyses) and ten (20) moisture content determinations.
- One PIT tests at the proposed infiltration pond location to determine infiltration rates will be in accordance with the City of Tumwater Drainage Design and Erosion Control Manual.
- One CBR test will be performed on a soil sample from the RAB site.
- Perform laboratory tests necessary to identify contamination within the right-of-way areas the CITY plans to acquire for the RAB project improvements. It is anticipated that soil samples from the Pick-n-Pull site and the Port of Olympia's airport property on the south side of Old Hwy 99 will need to be tested.

Laboratory Testing - FRONTAGE

- Geotechnical laboratory testing will be completed to help determine pertinent engineering soil properties. Laboratory testing will include three (3) index tests (combined grain-size distribution analyses) and three (3) moisture content determinations.
- One PIT tests at proposed infiltration pond location to determine infiltration rates will be in accordance with the City of Tumwater Drainage Design and Erosion Control Manual.

Task 4.3 – Groundwater Monitoring

This task includes efforts for groundwater monitoring at the project sites. The need for these services depends on results of initial evaluation of groundwater levels. If it is determined that groundwater monitoring at either site is required, CONSULTANT will coordinate with CITY project manager to obtain notice-to-proceed for the appropriate subtask listed below.

Task 4.3.1 – RAB Project Site

- Install monitoring wells to determine seasonally high ground water elevation for the purpose of mounding water analysis and verify the pond bottom location maintains appropriate separation.

Task 4.3.2 – FRONTAGE Project Site

- Install monitoring wells to determine seasonally high ground water elevation for the purpose of mounding water analysis and verify the pond bottom location maintains appropriate separation.

Task 4.4 – Geotechnical Engineering Analysis and Reporting

This task includes efforts to analyze data obtained from the geologic review, field explorations, and laboratory testing program for the RAB and FRONTAGE project sites to assess the geotechnical feasibility of stormwater infiltration. Prepare a Geotechnical Report that includes:

- A site map showing the approximate locations of the explorations.
- Descriptive logs of the explorations and a summary of the subsurface soil and groundwater conditions observed in the explorations and mapped geology.
- An evaluation of tests performed on right-of-way acquisition areas planned for the RAB project site.

Task 4 - Assumptions:

- Traffic control plans will be submitted to the CITY for review and approval prior to any work being performed.
- Traffic control plans, traffic control devices, and traffic control services will be provided by LAI and are assumed to consist of roadway shoulder and one day of flaggers.
- Right-of-way permits will be provided by the CITY at no cost to LAI.
- Test pits and/or borings can be completed on weekdays during daylight hours.
- Soil tests on right-of-way areas where transfers are planned at the FRONTAGE project site will not require testing for contamination.
- The Draft Geotechnical Report will be submitted with the 75% design submittal for CITY review.

Task 4 - Deliverables:

- Draft Geotechnical Report will be delivered electronically in pdf format.
- Final Geotechnical Report will be delivered electronically in pdf format.



Figure 4: Geotechnical Investigations – RAB

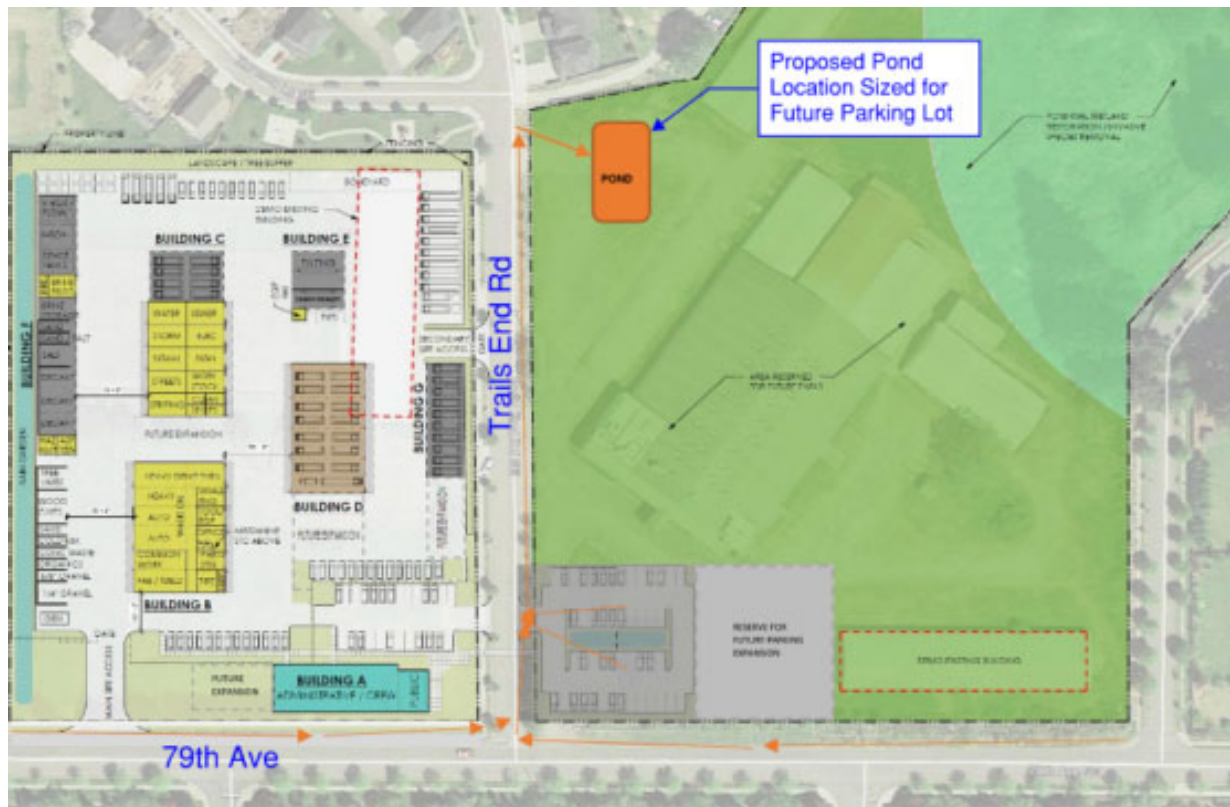


Figure 5: Geotechnical Investigations – FRONTAGE

TASK 5: CULTURAL RESOURCES ASSESSMENT

Based upon preliminary review of the Washington Information System for Architectural & Archaeological Records Data (WISAARD), the projects vicinities have a moderate risk for containing archaeological resources. The cultural resources assessment will include the following research and permitting efforts:

5.1 – Review Existing Information

CONSULTANT shall perform a desktop review of available cultural resources information identified within the RAB and FRONTAGE project areas and within a 1-mile buffer around the project areas within WISAARD. The research will include a review of existing cultural resources data and previously completed cultural resource surveys, as well as review of accessor data, online historic maps and aerial images, and tribal information that is publicly available. CONSULTANT will reach out to the Indian tribes who may have an interest in the project areas to ask if they have any information or concerns about the project areas that they would share. CONSULTANT assumes the Indian tribes will include the Confederated Tribes of the Chehalis Reservation, Cowlitz Indian Tribe, Nisqually Indian Tribe, and Squaxin Island Tribe. This outreach does not constitute formal government to government consultation.

The results of the desktop review will be summarized in a technical memorandum (see Task 5.4).

5.2 – Project Areas

CONSULTANT shall prepare an exhibit illustrating the project areas for use in consultation with the Department of Archaeological and Historical Preservation (DAHP), Indian tribes, and other agencies, as appropriate. The project areas shall include the maximum extent of proposed ground disturbance, inclusive of potential direct and indirect effects on resources located on parcels adjacent to the ground disturbing activity.

5.3 – Inadvertent Discovery Plans

CONSULTANT shall develop Inadvertent Discovery Plans (IDP) for the projects. The IDPs will outline the processes to follow in the event of an inadvertent discovery during construction. The IDPs will include the contact information for all parties to contact in the event of a discovery and will provide photographic attachments that illustrate various types of cultural resources. The IDPs will be provided under separate cover for use during construction.

5.4 – Cultural Resources Report

CONSULTANT shall prepare a cultural resources technical memorandum that summarizes the results of the desktop review and provides a recommendation of any further cultural resources work. Information regarding tribal outreach and any comments received will also be included. It is assumed that no buildings within the RAB or FRONTAGE project areas will require architectural history survey and no Historic Property Inventory forms will be necessary.

5.5 – Quality Assurance / Quality Control

QA/QC Reviews: CONSULTANT shall perform senior level review of all Task 5 deliverables and document the reviews according to the PROJECT QA/QC Plan.

Task 5 Assumption(s):

- CONSULTANT will assist the CITY with agency and tribal coordination.
- In the event that further cultural resources work is warranted (i.e., field survey or monitoring during construction), CONSULTANT will submit a scope of work and cost adjustment for those services.
- Project requires compliance with the State Environmental Policy Act (SEPA) and Revised Code of Washington (RCW).

Task 5 Deliverable(s):

- Project areas exhibits
- Cultural Resources Technical Memorandum
- Project-specific Inadvertent Discovery Plans

PRELIMINARY ENGINEERING (RAB)

TASK 6: ENVIRONMENTAL PERMITTING (RAB)

CONSULTANT will complete required environmental studies, then prepare environmental documentation, permit applications, and design documentation necessary for the CITY to obtain all environmental and construction permits.

Task 6.1: Critical Areas Desktop Assessment

CONSULTANT will review pertinent background information including the Soils Survey of Thurston County, NWI maps, CITY maps and critical area code sections, as well as database information from WDFW, WDNR, USFWS, and NOAA Fisheries to determine the likelihood that critical areas occur within the project corridor. Critical Areas may include aquatic critical areas (streams and wetlands) as well as Fish and Wildlife Habitat Species or Conservation Areas, Geologically Hazardous Areas, Flood Hazard Areas, and Critical Aquifer Recharge areas.

Task 6.2 Critical Areas Assessment

CONSULTANT will complete a field assessment to determine extents and categories/classifications of any critical areas. It is understood that the City will assess Mazama Pocket Gopher habitat within the project corridor, so this Critical Areas Study will not include a survey of Mazama Pocket Gopher habitat. The remainder of the project area will be evaluated in the field to verify presence or absence of critical areas.

Task 6.3 Habitat Protection Plan

CONSULTANT will prepare a draft and final Habitat Protection Plan, in accordance with Tumwater Municipal Code 16.32.090, addressing all protected habitats found to be within the project site.

Task 6.4 SEPA Checklist

CONSULTANT will prepare a draft and final SEPA Checklist and all supporting documentation for the Project and provide to the CITY for public notification.

Task 6.5 Permit Support

CONSULTANT shall support CITY in efforts to acquire project permits. This includes preparation of design documentation, applications for Feasibility Site Plan Review and Preliminary Site Plan Review, and permit applications for a Land Clearing Permit Application (subject to TMC 16.08.050). This includes up to 4 HDR Staff in attendance at each the Feasibility Site Plan Review meeting and the Preliminary Site Plan Review Meeting (up to 1.5 hours each) and preparation of meeting notes.

Task 6.6 – QA/QC Review

CONSULTANT shall perform a senior level review of all deliverables associated with this task prior to being submitted to the CITY. The reviews will follow the QA/QC plan established for this project.

Task 6 - Assumptions:

- The CONSULTANT will lead all permitting efforts.
- CONSULTANT will not be required to provide Mazama Pocket Gopher habitat calculations and compensatory habitat area calculations.
- It is assumed that the roundabout improvements will be designed to stay within the previous project footprint defined by the CITY.
- Findings from desktop critical areas review and field assessment will be documented within the Habitat Protection Plan.

- The Project is exempt from 16.08.080.C

Task 6 - Deliverables:

- Draft and Final SEPA Checklist (PDF format).
- Draft and Final Habitat Protection Plan (PDF format).
- Draft and Final permitting support documentation (PDF format).
- Meeting notes from up to two Development Review Committee meetings (PDF format).

TASK 7: ENVIRONMENTAL SITE ASSESSMENT (RAB)

Task 7.1 Phase 1 Environmental Site Assessment

The Pick-N-Pull parcel and airport parcels on the south side of Old Hwy 99 have the potential for contamination based on past and/or present site uses. In areas where the CITY plans to acquire right-of-way for the RAB project, the CONSULTANT will evaluate the soil condition to confirm no contamination is present.

Task 7.2 – Site Soils Evaluation

Site Soils Evaluation - The CONSULTANT will evaluate results of soil sample testing on parcels where CITY acquisitions are anticipated. It is assumed that no contamination will be found. If contamination is encountered, the CONSULTANT will coordinate with the CITY project manager for an amendment to the scope of work to include additional efforts required to address the contamination.

Site Soil Assessment Technical Memo – CONSULTANT will summarize the soil sampling and testing activities and results in a Site Soil Assessment Technical Memo.

Task 7.3 – QA/QC Review

CONSULTANT shall perform a senior level review of all deliverables associated with this task prior to being submitted to the CITY. The reviews will follow the QA/QC plan established for this project.

Task 7 - Assumptions:

- No contamination will be found.
- No additional analysis beyond the initial soils analysis will be required.

Task 7 - Deliverables:

- Site Soils Assessment Technical Memo (PDF format)

TASK 8: PRELIMINARY DESIGN (RAB)

Task 8.1 – Sensitivity Analysis

The design team will evaluate the results of the operational analysis conducted as part of the CITY's Old Hwy 99 Corridor Study to determine the appropriate opening year, or interim, configuration for the roundabout.

The sensitivity analysis will evaluate the anticipated year the corridor and intersection traffic will exceed the capacity of a single lane roundabout and document the recommended opening year configuration and design approach for future expansion of the roundabout, if needed.

Available traffic volumes and volume projection data from the Old Hwy 99 corridor study will be used to evaluate the interim and ultimate configurations of the roundabout.

Sensitivity Analysis Memo – a memo will be developed to document the review of the operational results, evaluation of a single lane roundabout operations, and recommendations for the intersection design.

Bike Lanes shall be provided along the corridor consistent with the corridor recommendations.

Roundabout shall have a 3' buffer strip (not including the curb) and 10' shared use path.

Sidewalks will be provided on both sides of Old Hwy 99 and in all four quadrants of the roundabout. Sidewalks will accommodate pedestrians and bicycle off ramps.

Task 8.2 – Roadway/Roundabout Design

Ultimate Roundabout Configuration - CONSULTANT shall develop the ultimate roundabout configuration to match into the CITY's planned corridor roadway section. The design vehicle for the ultimate configuration roundabout shall be a WB-67. The roundabout shall be designed such that the geometry allows for a WB-50 vehicle to maneuver through the roundabout without tracking onto the truck apron.

Interim Roundabout Configuration - CONSULTANT shall develop the interim roundabout configuration based on recommendations and outcomes of the sensitivity analysis. The interim roundabout configuration, if needed, will be designed to widen to the outside or the inside in the future, as recommended by the sensitivity analysis. The design vehicle for the interim roundabout configuration shall be a WB-67. The roundabout shall be designed such that the geometry allows for a WB-50 vehicle to maneuver through the roundabout without tracking onto the truck apron.

Performance Checks - CONSULTANT shall develop exhibits for the interim and ultimate configurations showing the following roundabout design elements:

- Speed Curve Exhibits (identifying speeds for R1 through R5 curves)
- Sight Distance Exhibits (identifying stopping and intersection sight distance)
- Truck Turning Movement Exhibits for intersection and driveway access movements.

Roundabout performance check calculations and accompanying figures for the interim and ultimate configurations will be prepared to document design speeds, vehicle turning templates, and sight triangles at the intersection. The roundabout performance checks will be submitted in PDF and AutoCAD format.

Horizontal alignments – alignments for Old Hwy 99 and 79th Avenue will extend approximately 500 feet down each approach. Alignments will be developed for roadway centerlines, truck apron curb lines, and the curb line quadrant alignments for each roundabout. Project survey control points will be tied to the project horizontal alignments.

Vertical alignments – Existing and finished grade profiles will be developed for the centerline, truck apron, and curb line quadrant alignments.

Preliminary Grading - Establishing the curb line quadrant profiles will include development of an auxiliary 3D model that assumes a normal crown throughout the roundabout and does not represent final grading. Centerline superelevation calculations and cross slope grade transitions will be necessary to determine vertical elevations for each quadrant profile. Final curb line quadrant profiles will be developed using profiles cut from the auxiliary 3D model.

Task 8.3 – Stormwater Design

Stormwater Design - The CONSULTANT will conduct a preliminary drainage analysis of the project site. The CONSULTANT will evaluate the use of retrofitting existing CITY facilities, new infiltration galleries, low impact development best management practices or any other potential new stormwater treatment facilities within the project limits.

Draft Stormwater Report - The CONSULTANT will utilize the requirements set forth in the July 2022 Drainage Design and Erosion Control Manual for Tumwater (DDECM). All eleven (11) minimum requirements will be addressed as part of this task.

- CONSULTANT shall use the ultimate configuration for stormwater calculations and facility sizing.
- CONSULTANT shall prepare a DRAFT Drainage Report following the outline provided in Volume I of the DDECM. The DRAFT Report will be approximately 20-30 pages in length. The DRAFT Report will include graphics which document analysis and assumptions.
- CONSULTANT shall evaluate ALL eleven (11) minimum requirements of the DDECM.
- The CONSULTANT shall use the Western Washington Hydraulic Model (WWHM) for preliminary sizing of both the water quality and flow control facilities.
- No conveyance analysis is required for the DRAFT Drainage Report.

Task 8.4 – Sanitary Sewer Design

Sanitary Sewer Design – CONSULTANT will design sanitary sewer improvements to extend the CITY's existing facilities on Old Hwy 99 to the eastern limits of the project. The design will include the up to four (4) side sewer laterals that will be stubbed at the right-of-way line for future connection.

Task 8.5 – Illumination Design

This task includes efforts for developing the illumination design, CONSULTANT will coordinate with CITY project manager to obtain notice-to-proceed for the work listed below.

Illumination Design File Setup – CONSULTANT will develop a base map for use in the AGI32 street lighting file and import the design line work into the file. Existing street lighting will be built into the AGI32 lighting file. CONSULTANT will verify lamp depreciation values for the AGI32 design parameters.

Line Loss Calculations and Wiring – CONSULTANT will evaluate line loss calculations and identify illumination system circuit wiring.

Preliminary Illumination Layout – A preliminary illumination layout will be developed as part of the preliminary roadway/roundabout geometric review/evaluation. Luminaire height and lighting levels will take into consideration height limits required by the Airport. CONSULTANT will evaluate the airport's TERPS surface to verify that 7460 Permits will not be required for construction of the streetlights at the intersection.

Task 8.6 – Landscaping Design

Roadway Landscaping – CONSULTANT will coordinate with CITY staff to identify preferred plants and trees for the roadway landscaping areas. CONSULTANT will develop a planting layout for the roadside landscaping based on feedback received from CITY staff.

Central Island Landscaping – CONSULTANT will coordinate with CITY staff to identify the CITY's expectations for the central island landscaping design. CONSULTANT will develop up to three (3) concept sketches for the central island landscaping design for CITY review and comment. CONSULTANT will advance the concept that the CITY selects for the project.

Irrigation System Design – The irrigation design will consist of developing high-level schematic construction documents identifying the landscaping areas that require irrigation. The design performance specification that will control the design/build effort for the installation of the irrigation system.

Task 8.7 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of this Task. The reviews will follow the QA/QC plan established for this project.

Task 8 - Assumptions:

- Existing traffic data will be provided by the CITY and used for the pavement analysis.
- The CITY will provide existing Drainage Report prepared for adjacent parcels or intersections as available.
- The CITY will provide one set of conflict resolved comments for the DRAFT Drainage Report
- CITY will provide CONSULTANT illumination design standards and luminaire dirt and lamp lumen depreciation.
- Illumination design will be developed prior to utility potholing being completed.

Task 8 - Deliverables:

- FINAL Roundabout Performance Check Calculations and Figures (pdf & AutoCAD).
- DRAFT Drainage Report for CITY review and comment, delivered electronically in pdf format.
- AGI32 lighting analysis results

TASK 9: UTILITY COORDINATION (RAB)

CONSULTANT will coordinate with CITY staff to develop a utility contact list for use in the utility coordination efforts for the relocation of existing utilities associated with the roadway reconstruction. The CONSULTANT will correspond with representatives of the water, sewer, gas, telephone, cable, and power to coordinate the planning and design of utility relocation efforts. The CONSULTANT will provide coordination with the CITY, public and private utility owners concerning the relocation of the existing utilities.

Task 9.1 – Review/Confirmation of Existing Information

Preliminary Utility Coordination - CONSULTANT will review existing utilities and potential conflict locations throughout the project area. The CONSULTANT will coordinate with the CITY and utility agencies to help develop utility relocation plans as necessary to implement the proposed improvements.

Preliminary Utility Base Map – A preliminary base map showing all existing utilities within the project limits will be provided to each utility company representative for their review of the base map's accuracy. The CONSULTANT will work with various utility owners to develop utility relocation strategies and prepare preliminary utility plans.

Private Utility Potholing – CONSULTANT will provide utility owners the proposed improvements and identify potential utility conflict after approval of the 30% design and project footprint and request utility owners to pothole those locations. Proposed utilities will include the fiber optic facilities required for the CITY's facility located on Trails End Drive. CONSULTANT shall possess all public and private pothole and will incorporate pothole data into the 75% and later design.

Task 9.2 – Conflict Resolution

Conflict Assessment Log – After the proposed underground utilities and illumination system have been designed to a 75% level, the CONSULTANT will evaluate utility conflicts to confirm there are no alternatives that avoid the conflict and document the conflict assessments data in a log.

Conflict Assessment Map – CONSULTANT will develop a conflict assessment map containing information associated with each conflict identified with the 75% design. The conflict assessment map will be provided to each utility company representative for use in utility coordination efforts.

Utility Relocation Coordination – Meetings will be conducted at the 30%, 75% and Draft Final design milestones with private utility companies to coordinate the CITY and private utility designs. CONSULTANT will coordinate with utility company representative to develop project plans and specifications that meet the requirements of the CITY's franchise agreements with private utility companies. CONSULTANT will incorporate private utility company relocation plans in an appendix of the Project Manual.

Task 9.3 – QA/QC Review

CONSULTANT shall perform a senior level review of all deliverables associated with this task prior to being submitted to the CITY. The reviews will follow the QA/QC plan established for this project.

Task 9 - Assumptions:

- The CITY will provide a list of contact names for each utility located within the project limits.
- It is assumed that undergrounding of overhead utilities into a joint utility trench will be required for the RAB project site.

- Coordination with PSE to determine the limits of the undergrounding work will be completed prior to identifying the final Right-of-Way need for the project.

Task 9 - Deliverables:

- Preliminary Utility Base Map (PDF format)
- Conflict Assessment Map (PDF format)
- Conflict Assessment Log (Excel & PDF format)

TASK 10: REAL ESTATE SERVICES SUPPORT (RAB)

This task includes efforts to support the CITY with right of way acquisition efforts associated with the RAB project at the intersection of Old Hwy 99 and 79th Avenue. The Project Management Team meetings identified in Task 1 will be used to coordinate efforts related to the R/W task.

Task 10.1 – Right-of-Way Meetings

The CONSULTANT shall attend up to 6 meetings with the CITY and impacted property owners to discuss the project.

Task 10.2 – Acquisition and Negotiation Support

CONSULTANT will coordinate with the CITY to identify and develop exhibits and base maps needed for use in the CITY's right-of-way negotiation efforts.

Task 10.3 – QA/QC Review

CONSULTANT shall perform a senior level review of all deliverables associated with this task prior to being submitted to the CITY. The reviews will follow the QA/QC plan established for this project.

Task 10 - Assumptions:

- It is assumed a relocation plan may be required for impacted areas on the Pick-n-Pull parcel where the property owner is currently using the space for storage of items. Submit one (1) draft of the Relocation Plan to the CITY. CITY will review and approve the Relocation Plan prepared by CONSULTANT within ten (10) working days.

Task 10 - Deliverables:

- Up to 10 Right-of-Way Exhibits or sketches will be needed for negotiation with impacted property owners.

TASK 11: FINAL DESIGN (RAB)

CONSULTANT will advance the RAB project design to a 75% level after the 30% design submittal and finalize the design details between the 75% and Draft Final submittals.

Task 11.1 – Roadway/Roundabout Design

Horizontal alignments – alignments for Old Hwy 99 and 79th Avenue will be revised to address comments received on the 75% design submittal.

Vertical alignments – Finished grade profiles will be revised to address comments received on the 75% design submittal.

Final Grading – CONSULTANT will perform centerline superelevation calculations and cross slope grade transitions will be determined for each quadrant profile. The finished grade of the approaches and circulating roadway will be updated to address comments received on the 75% design submittal.

ADA Ramp Design - CONSULTANT will develop design details for each ADA ramp being constructed with the project improvements.

Task 11.2 – Stormwater Design

Stormwater Design - The CONSULTANT will complete the final design of the stormwater conveyance and treatment facilities for the RAB project site. The final design will address design comments received on the Draft Stormwater Report.

Final Stormwater Report - The CONSULTANT will address comments received on the Draft Stormwater Report and finalize the stormwater report for CITY approval.

Task 11.3 – Sanitary Sewer Design

Sanitary Sewer Design – CONSULTANT will update the sanitary sewer design to address comments received on the 75% design submittal. Sanitary sewer details for the project will be developed as part of this task.

Task 11.4 – Illumination Design

Line Loss Calculations and Wiring – CONSULTANT will update the line loss calculations to reflect any revisions made to the preliminary illumination layout.

Puget Sound Energy Service Permit – CONSULTANT will coordinate with Puget Sound Energy (PSE) for preparation and submittal of PSE's new service application.

Task 11.5 – Landscaping Design

Roadway Landscaping – CONSULTANT will revise the preliminary roadway landscaping plan to address comments received on the 75% design submittal.

Central Island Landscaping – CONSULTANT will revise the central island landscaping plan to address comments received on the 75% design submittal.

Irrigation System Design – The irrigation system will be design/build bid item. A performance specification will be provided to the Contractor. CITY will provide preferred language for standard materials and equipment. Irrigation plans will identify areas of irrigation required with information tying the irrigation plans to the performance specification.

Task 11.6 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of this Task. Reviews will follow the QA/QC plan established for this project.

Task 11 - Assumptions:

- After the 75% design comments have been addressed there will be no significant revisions to the design.

Task 11 - Deliverables:

- FINAL Drainage Report for CITY review and comment, delivered electronically in pdf format.
- AGI32 and line loss calculations

PRELIMINARY ENGINEERING (FRONTAGE)**TASK 12: ENVIRONMENTAL PERMITTING (FRONTAGE)**

CONSULTANT will complete required environmental studies, then prepare environmental documentation, permit applications, and design documentation necessary for the CITY to obtain all environmental and construction permits related to the CITY's site development project on 79th Avenue and Trails End Drive.

Task 12.1: Critical Areas Desktop Assessment

CONSULTANT will review pertinent background information including the Soils Survey of Thurston County, NWI maps, CITY maps and critical area code sections, as well as database information from WDFW, WDNR, USFWS, and NOAA Fisheries to determine the likelihood that critical areas occur within the project corridor. Critical Areas may include aquatic critical areas (streams and wetlands) as well as Fish and Wildlife Habitat Species or Conservation Areas, Geologically Hazardous Areas, Flood Hazard Areas, and Critical Aquifer Recharge areas.

Task 12.2 Critical Areas Assessment

CONSULTANT will complete a field assessment to determine extents and categories/classifications of any critical areas. It is understood that the City will assess Mazama Pocket Gopher habitat within the project corridor, so this Critical Areas Study will not include a survey of Mazama Pocket Gopher habitat. The remainder of the project area will be evaluated in the field to verify presence or absence of critical areas.

Task 12.3 Habitat Protection Plan

CONSULTANT will prepare a draft and final Habitat Protection Plan, in accordance with Tumwater Municipal Code 16.32.090, addressing all protected habitats found to be within the project site.

Task 12.4 Critical Areas Calculations

The CITY identified a potential project footprint for initial permitting and mitigation calculation purposes. If the Frontage project improvements do not fit within the previously defined area for Mazama Pocket Gopher Habitat calculations, CONSULTANT will prepare updated calculations for the project under this subtask.

Task 12.5 – Site Soils Evaluation

Site Soils Evaluation - The CONSULTANT will evaluate results of soil sample testing on parcels where CITY acquisitions are anticipated. It is assumed that no contamination will be found. If contamination is encountered, the CONSULTANT will coordinate with the CITY project manager for an amendment to the scope of work to include additional efforts required to address the contamination.

Site Soil Assessment Technical Memo – CONSULTANT will summarize the soil sampling and testing activities and results in a Site Soil Assessment Technical Memo.

Task 12.6 SEPA Checklist

CONSULTANT will prepare a draft and final SEPA Checklist and all supporting documentation for the Project and provide to the City for public notification.

Task 12.7 Permit Support

CONSULTANT will complete applications for Feasibility Site Plan Review and Preliminary Site Plan Review and participate in up to two Development Review Committee Meetings.

Task 12.9 – QA/QC Review

CONSULTANT shall perform a senior level review of all deliverables associated with this task prior to being submitted to the CITY. The reviews will follow the QA/QC plan established for this project.

Task 12 - Assumptions:

- The CONSULTANT will lead all permitting efforts.
- CONSULTANT will not be required to provide Mazama Pocket Gopher habitat calculations and compensatory habitat area calculations as this has been completed by the CITY. If updates to the previous calculations are required, the CITY will provide NTP for subtask 13.4 for those efforts.
- Findings from desktop critical areas review and field assessment will be documented within the Habitat Protection Plan.

Task 12 - Deliverables:

- Draft and Final SEPA Checklist (PDF format).
- Draft and Final Habitat Protection Plan (PDF format).
- Draft and Final permitting support documentation (PDF format).
- Meeting notes from up to two Development Review Committee meetings (PDF format).
- Site Soils Assessment Technical Memo (PDF format).

TASK 13: PRELIMINARY DESIGN (FRONTAGE)

Task 13.1 – Roadway Design

The roadway frontage on 79th Avenue and Trails End Road will be designed to meet current CITY guidelines and the typical roadway sections designated for these roadways. The frontage roadway design will include widening to accommodate the full width section required by the CITY's guidelines.

Horizontal Layout/Alignments – existing roadway crown will be used to establish the construction centerline alignment for 79th Avenue and Trails End Road. Roadway striping, curb lines, and sidewalk will be included in the frontage design horizontal layout.

Vertical Alignments – Existing and finished grade profiles will be developed for the existing roadway centerline and the proposed flowlines along 79th Avenue and Trails End Road.

Preliminary Grading - Curb return tables will be provided for each curb return identifying the elevations and grades of each return.

Task 13.2 – Stormwater Design

Stormwater Design - The CONSULTANT will conduct a preliminary drainage analysis of the project site area and drainage basin. The CONSULTANT will evaluate the use of new infiltration facilities on the CITY's parcel as shown in **Figure 5**.

CONSULTANT will develop the stormwater design to accommodate runoff from the future parking lot planned for the CITY parcel adjacent to Trails End Road as shown in **Figure 5**. The FRONTAGE project will not include design of the CITY's on-site parking lot, but it will include coordination with CITY designers to verify the feasibility of the future connection of on-site facilities.

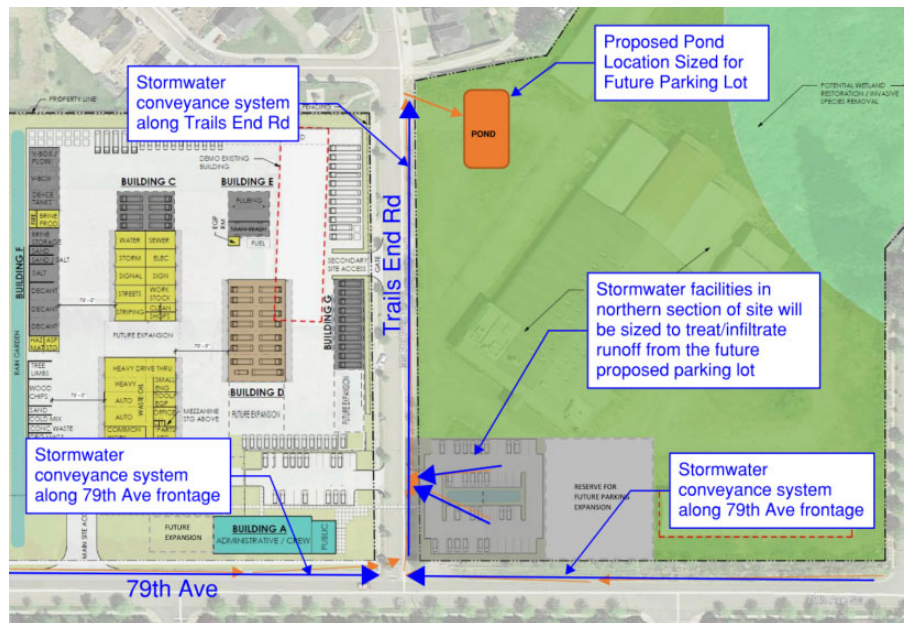


Figure 5 – FRONTAGE Project Stormwater Design Overview

Draft Stormwater Report - The CONSULTANT will utilize the requirements set forth in the July 2022 Drainage Design and Erosion Control Manual for Tumwater (DDECM). All eleven (11) minimum requirements will be addressed as part of this task.

- CONSULTANT shall use the ultimate configuration for stormwater calculations and facility sizing.
- CONSULTANT shall prepare a DRAFT Drainage Report following the outline provided in Volume I of the DDECM. The DRAFT Report will include graphics which document analysis and assumptions.
- CONSULTANT shall evaluate ALL eleven (11) minimum requirements of the DDECM.
- The CONSULTANT shall use the Western Washington Hydraulic Model (WWHM) for preliminary sizing of both the water quality and flow control facilities.
- No conveyance analysis is required for the DRAFT Drainage Report.

Task 13.3 – Water Design

Water Service Stub-out for Site Development for Both Parcels – CONSULTANT will coordinate with CITY staff to identify locations of future on-site utility sizing and location.

Task 13.4 – Illumination Design

This task includes efforts for developing the illumination design, CONSULTANT will coordinate with CITY project manager to obtain notice-to-proceed for the work listed below.

Illumination Design File Setup – CONSULTANT will develop a base map for use in the AGI32 street lighting file and import the design line work for the FRONTAGE project into the file. Existing street lighting will be built into the AGI32 lighting file.

Line Loss Calculations and Wiring – CONSULTANT will evaluate line loss calculations and identify illumination system circuit wiring.

Preliminary Illumination Layout – A preliminary illumination layout will be developed as part of the preliminary roadway/roundabout geometric review/evaluation.

Task 13.5 – Landscaping Design

Roadway Landscaping – CONSULTANT will coordinate with CITY staff to identify preferred plants and trees for the roadway landscaping areas. CONSULTANT will develop a planting layout for the roadside landscaping based on feedback received from CITY staff.

Irrigation System Design – The irrigation design will consist of developing high-level schematic construction documents identifying the landscaping areas that require irrigation. The design performance specification that will control the design/build effort for the installation of the irrigation system.

Task 13.6 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of this Task. The reviews will follow the QA/QC plan established for this project.

Task 13 - Assumptions:

- Traffic volumes provided by the CITY will be used for the traffic loading calculations.
- The CITY will provide existing Drainage Report prepared for adjacent parcels or intersections as available.
- The CITY will provide one set of conflict resolved comments for the DRAFT Drainage Report
- CONSULTANT will use CITY illumination standards provided for the project.

Task 13 - Deliverables:

- DRAFT Drainage Report for CITY review and comment, delivered electronically in pdf format.
- AGI32 results and line loss calculations

TASK 14: UTILITY COORDINATION (FRONTAGE)

CONSULTANT will coordinate with CITY staff to develop a utility contact list for use in the utility coordination efforts for the relocation of existing utilities associated with the roadway reconstruction and installation of fiber optic facilities for the CITY's future facility on Trails End Drive. The CONSULTANT will correspond with representatives of the water, sewer, gas, telephone, cable, and power to coordinate the planning and design of utility relocation efforts. The CONSULTANT will provide coordination with the CITY, public and private utility owners concerning the relocation of the existing utilities.

Task 14.1 – Review/Confirmation of Existing Information

Preliminary Utility Coordination - CONSULTANT will review existing utilities and potential conflict locations throughout the project area. The CONSULTANT will coordinate with the CITY and utility agencies to help develop utility relocation plans as necessary to implement the proposed improvements.

Preliminary Utility Base Map – A preliminary base map showing all existing utilities within the project limits will be provided to each utility company representative for their review of the base map's accuracy. The CONSULTANT will work with various utility owners to develop utility relocation strategies and prepare preliminary utility plans.

Private Utility Potholing – CONSULTANT will provide utility owners the proposed improvements and identify potential utility conflict and request utility owners to pothole those locations. CONSULTANT will incorporate pothole data into the design.

Task 14.2 – Conflict Resolution

Conflict Assessment Log – After the proposed underground utilities and illumination system have been designed to a 75% level, the CONSULTANT will evaluate utility conflicts to confirm there are no alternatives that avoid the conflict and document the conflict assessments data in a log.

Conflict Assessment Map – CONSULTANT will develop a conflict assessment map containing information associated with each conflict identified with the 75% design. The conflict assessment map will be provided to each utility company representative for use in utility coordination efforts.

Utility Relocation Coordination – CONSULTANT will coordinate with utility company representative to develop project plans and specifications that meet the requirements of the CITY's franchise agreements with private utility companies. CONSULTANT will incorporate private utility company relocation plans in an appendix of the Project Manual.

Task 14.3 – QA/QC Review

CONSULTANT shall perform a senior level review of all deliverables associated with this task prior to being submitted to the CITY. The reviews will follow the QA/QC plan established for this project.

Task 14 - Assumptions:

- CITY will provide a list of contact names for utility located within the project limits.
- It is assumed that undergrounding of overhead utilities into a joint utility trench will be required for the FRONTAGE project site.

Task 14 - Deliverables:

- Preliminary Utility Base Map (PDF format)
- Conflict Assessment Map (PDF format)
- Conflict Assessment Log (Excel & PDF format)

TASK 15: FINAL DESIGN (FRONTAGE)

CONSULTANT will advance the FRONTAGE project design to a 75% level after the 30% design submittal and finalize the design details between the 75% and Draft Final design submittals.

Task 15.1 – Roadway Design

The roadway frontage on 79th Avenue and Trails End Road will be designed to meet current CITY guidelines. The frontage roadway design will include widening to accommodate the full width section required by the CITY's guidelines.

Horizontal Layout/Alignments – existing roadway crown will be used to establish the construction centerline alignment for 79th Avenue and Trails End Road. Roadway striping, curb lines, and sidewalk will be included in the frontage design horizontal layout.

Vertical Alignments – Existing and finished grade profiles will be developed for the ex. roadway centerline and the proposed flowlines along 79th Avenue and Trails End Road.

Final Grading - Curb return tables will be provided for each curb return identifying the elevations and grades of each return.

ADA Ramp Design - CONSULTANT will develop design details for each ADA ramp being constructed with the project improvements.

Task 15.2 – Stormwater Design

Stormwater Design - The CONSULTANT will address comments received on the 30% design submittal and update/finalize the stormwater conveyance, treatment and storage design and details between the 75% and Draft Final design submittals.

Final Stormwater Report - The CONSULTANT will address comments received on the Draft Stormwater Report and develop the Final Stormwater Report.

Task 15.3 – Water Design

Water Service Stub-out for Site Development for Both Parcels – CONSULTANT will coordinate with CITY staff to finalize the size and location of future on-site utilities.

Task 15.4 – Illumination Design

This task includes efforts for developing the illumination design, CONSULTANT will coordinate with CITY project manager to obtain notice-to-proceed for the work listed below.

Line Loss Calculations and Wiring – CONSULTANT will evaluate line loss calculations and identify illumination system circuit wiring.

Final Illumination Layout – A preliminary illumination layout will be developed as part of the preliminary roadway/roundabout geometric review/evaluation.

Task 15.5 – Landscaping Design

Roadway Landscaping – CONSULTANT will coordinate with CITY staff to identify preferred plants/trees for the roadway landscaping. CONSULTANT will develop a planting layout for roadside landscaping based on feedback received from CITY staff.

Irrigation System Design – The irrigation design will consist of developing high-level schematic construction documents identifying the landscaping areas that require irrigation. The design performance specification that will control the design/build effort for the installation of the irrigation system.

Task 15.6 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of this Task. Reviews will follow the QA/QC plan established for this project.

Task 15 - Assumptions:

- After comments from the 30% design review have been addressed there will be no significant revisions to the design.
- CONSULTANT will use the illumination design standards provided by the CITY for the project.

Task 15 - Deliverables:

- FINAL Drainage Report for CITY review and comment, delivered electronically in pdf format.
- AGI32 results and line loss calculations

PLANS, SPECIFICATIONS, AND ESTIMATE (RAB)

TASK 16: 30% DESIGN DOCUMENTATION (RAB)

The 30% design documentation effort will consist of roll plots of the plan and profile views of the project, a design summary memorandum, and a preliminary opinion of probable construction costs.

Task 16.1 – 30% Plans

The following roll plots will be provided with the 30% submittal:

Plan View Roll Plot – (1 sheet)

The roll plot will be at a scale where the entire project can be shown on the same sheet.

Profile View Roll Plot – (1 sheet)

The roll plot will include vertical profiles for the centerline and RAB quadrant alignments.

Task 16.2 – 30% Opinion of Probable Construction Costs (OPCC)

CONSULTANT will develop a preliminary opinion of probable construction costs based on the 30% design. Quantities will be documented and tracked for QC review.

Task 16.3 – 30% Design Documentation Meeting

CONSULTANT will prepare for and facilitate a design documentation meeting with CITY staff to define the project design parameters and footprint. The basic horizontal and vertical geometry will be approved at this meeting allowing the design team to advance the preliminary design.

Task 16.4 – 30% Design Documentation Memo

CONSULTANT will prepare a design documentation memorandum that records decisions made during the 30% design documentation meeting. This document will serve as the basis of design for the project.

Task 16.5 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of the Task 16. The reviews will follow the QA/QC plan established for this project.

Task 16 - Assumptions:

- Roll Plots will be submitted in PDF and AutoCAD format.
- City will provide a list of bid items with special provisions that the CITY uses in their construction documents.
- OPCC will be provided in CITY preferred format with bid items in order of the WSDOT specification number.

Task 16 - Deliverables:

- 30% Roll Plots(s)
- 30% Design Documentation Memo
- 30% OPCC

TASK 17: 75% PLANS, SPECIFICATIONS AND ESTIMATE (RAB)

The 75% design submittal will consist of construction plans developed based on the 30% design review meeting, a draft of the project special provisions, and a 75% opinion of probable construction costs.

Task 17.1 – 30% Comment Response Resolution

CONSULTANT will develop comment response resolution forms to document the 30% comment resolution process.

Task 17.2 – 75% Plans

The following plans will be included with the 75% design submittal:

Cover Sheet – (1 sheet)

The Cover Sheet will be developed for the 75% design submittal.

Legend and Notes – (1 sheet)

The Legend and Notes sheet will be developed for the 75% design submittal.

Alignment Plans – (1 sheet)

The alignment plan will be developed for the 75% design submittal.

Erosion Control Plans – (4 sheets)

Erosion control plan sheets will be developed for the 75% design submittal.

Demolition Plans – (4 sheets)

Demolition plan sheets will be developed for the 75% design submittal.

Typical Roadway Sections – (1 sheet)

Roadway typical sections will be developed for the 75% design submittal.

Roadway Plan and Profiles – (4 sheets)

Roadway plan and profiles will be developed for the 75% design submittal.

Roundabout Quadrant Profiles – (4 sheets)

Roundabout Quadrant Profiles will be developed for the 75% design submittal.

Roadway Details – (2 sheets)

Roadway detail sheets will be developed for the 75% design submittal.

Stormwater Treatment Facilities – (2 sheets)

Stormwater treatment facility details will be developed for the 75% design submittal. Plans will identify the type, size, and location of all proposed stormwater treatment facilities.

Sanitary Sewer Plans – (4 sheets)

Sanitary sewer plans will be developed for the 75% submittal. Plans will include plan and profile information for the sanitary sewer main in Old Hwy 99 and alignment and profiles for up to four (4) side laterals.

Utility Undergrounding Plans – (6 sheets)

Utility undergrounding plans will identify the location of the joint utility trench and any service trenches requires for private service conversions. CONSULTANT will coordinate with the utility company contacts to obtain private utility company relocation plans, costs and information required to develop the project specifications.

Channelization and Signing Plans – (6 sheets)

Channelization and signing plans will be developed for the 75% design submittal.

Illumination Plans – (6 sheets)

Illumination plans will be developed for the 75% design submittal. The plans will include station and offsets of all proposed streetlights and identify the location of proposed power sources. The 75% illumination plans will include luminaire and wiring schedules and standard details for streetlight construction.

Landscaping Plans – (6 sheets)

Landscaping plans and planting details will be developed for the 75% design submittal. Landscaping plans will identify type, size, and location of proposed plants and trees along the roadways and within the central island. The landscaping plans will include details for the central island landscaping features.

Traffic Control & Construction Staging Plans – (12 sheets)

Construction staging and traffic control plans will be developed for the 75% submittal for each stage of work based on the 75% design. The plans will identify construction activities planned for each stage of work and the proposed traffic control measures.

Task 17.3 – 75% Specifications

CONSULTANT will develop the 75% project specifications using WSDOT General Special Provisions and project special provisions. Comments received on the 30% submittal will be addressed with this submittal.

Task 17.4 – 75% Opinion of Probable Construction Costs (OPCC)

CONSULTANT will develop an OPCC based on the 75% design. Comments received on the 30% submittal will be addressed in the 75% OPCC. Quantities will be updated, documented, and tracked for QC review.

Task 17.5 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of this task. The reviews will follow the QA/QC plan established for this project.

Task 17 - Assumptions:

- Plans will be submitted in PDF format.
- The number of sheets identified is an estimate based on the scope of work and project limits identified. The actual sheet count will include what is necessary to produce a readable, biddable, and constructible plan set.
- Plans will follow APWA and CITY drafting standards
- OPCC will be provided in CITY preferred format (ordered by WSDOT spec no.)

Task 17 - Deliverables:

- 75% Plans
- 75% Specifications
- 75% OPCC

TASK 18: DRAFT FINAL PLANS, SPECIFICATIONS AND ESTIMATE (RAB)

The Draft Final design submittal will consist of draft final construction plans and project specifications updated from the 75% submittal, and a 75% opinion of probable construction costs.

Task 18.1 – 75% Comment Response Resolution

CONSULTANT will develop comment response resolution forms to document the 75% comment resolution process.

Task 18.2 – Draft Final Plans

The following plans will be included with the Draft Final design submittal:

Cover Sheet – (1 sheet)

The Cover Sheet will be updated to address comments received on the 75% design submittal.

Legend and Notes – (1 sheet)

The Legend and Notes sheet will be updated to address comments received on the 75% design submittal.

Alignment Plans – (1 sheet)

The alignment plan will be updated to address comments received on the 75% design submittal.

Erosion Control Plans – (4 sheets)

Erosion control plan sheets will be updated to address comments received on the 75% design submittal.

Demolition Plans – (4 sheets)

Demolition plan sheets will be updated to address comments received on the 75% design submittal.

Typical Roadway Sections – (3 sheets)

Roadway typical sections will be updated to address comments received on the 75% design submittal.

Roadway Plan and Profiles – (4 sheets)

Roadway plan and profiles will be updated to address comments received on the 75% design submittal.

Roundabout Quadrant Profiles – (4 sheets)

Roundabout Quadrant Profiles will be updated to address comments received on the 75% design submittal.

Roadway Details – (2 sheets)

Roadway detail sheets will be updated to address comments received on the 75% design submittal.

Stormwater Treatment Facilities – (2 sheets)

Stormwater treatment facility details will be updated to address comments received on the 75% design submittal.

Sanitary Sewer Plans – (6 sheets)

Sanitary Sewer plans and details will be updated to address comments received on the 75% design submittal.

Utility Undergrounding Plans – (6 sheets)

Utility undergrounding plans and details will be updated to address comments received on the 75% design submittal.

Channelization and Signing Plans – (6 sheets)

Channelization and signing plans and detail sheets will be updated to address comments received on the 75% design submittal.

Illumination Plans – (6 sheets)

Illumination plans will be updated to address comments received on the 75% channelization plans.

Landscaping Plans – (6 sheets)

Landscaping plans and detail sheets will be updated to address comments received on the 75% design submittal.

Traffic Control & Construction Staging Plans – (12 sheets)

Construction staging and traffic control plans will be updated for the 75% submittal for each stage of work based on the final design. The plans will identify construction activities planned for each stage of work and the proposed traffic control measures.

Task 18.3 – Draft Final Specifications

CONSULTANT will develop the Draft Final project specifications using WSDOT General Special Provisions and project special provisions. Comments received on the 75% submittal will be addressed with this submittal.

Task 18.4 – Draft Final Opinion of Probable Construction Costs (OPCC)

CONSULTANT will develop an OPCC based on the final design. Comments received on the 75% submittal will be addressed in the Draft Final OPCC. Quantities will be updated, documented, and tracked for QC review.

Task 18.5 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of the Task 18. The reviews will follow the QA/QC plan established for this project.

Task 18 - Assumptions:

- Plans will be submitted in AutoCAD and PDF format.
- The number of sheets identified is an estimate based on the scope of work and project limits identified. The actual sheet count will include what is necessary to produce a readable, biddable, and constructible plan set.
- Plans will follow APWA and CITY drafting standards
- OPCC will be provided in City preferred format (ordered by WSDOT spec no.)

Task 18 - Deliverables:

- Draft Final Plans
- Draft Final Specifications
- Draft Final OPCC

TASK 19: Advertisement and Bidding Support (RAB)

This task includes efforts to address comments on the Draft Final design submittal, support the CITY with compiling the Project Manual for advertisement and bidding, and responding to questions during bidding.

Task 19.1 – Final PS&E Revisions

CONSULTANT will address CITY comments on the Draft Final design submittal and incorporate revisions into the contract documents.

Task 19.2 – Bidding Support

CONSULTANT will provide up to 16 hours responding to bidder questions. Efforts include documenting the questions and responses for publishing in an addendum.

Task 19.3 – Addendum

CONSULTANT will develop up to two (2) addenda to respond to bidder questions. CONSULTANT will coordinate with CITY project manager for issuing the addendum.

Task 19.4 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of the Task 19. The reviews will follow the QA/QC plan established for this project.

Task 19 - Assumptions:

- CITY will compile the Project Manual and bidding documents.
- CITY will coordinate uploading of bidding documents to the CITY's preferred planhold site.

Task 19 - Deliverables:

- Final Plans, Specifications and OPCC
- Responses to bidder questions provided to CITY via email
- Two (2) Addenda in PDF format

TASK 20: Design Support During Construction (RAB)

The CONSULTANT will provide design assistance during the construction phase for this project. This work will include answering of Requests for Information (RFI), reviews of submittals, and other tasks request by the CITY. An estimated level of effort is included in the budget for this task.

PLANS, SPECIFICATIONS, AND ESTIMATE (FRONTAGE)

TASK 21: 30% DESIGN DOCUMENTATION (FRONTAGE)

The 30% design documentation effort will consist of roll plots of the plan and profile views of the project, a design summary memorandum, and a preliminary opinion of probable construction costs.

Task 21.1 – 30% Plans

The following roll plots will be provided with the 30% submittal:

Plan View Roll Plot – (1 sheet)

The roll plot will be at a scale where the entire project can be shown on the same sheet.

Profile View Roll Plot – (1 sheet)

The roll plot will include vertical profiles for the centerline and new flowline alignments.

Task 21.2 – 30% Opinion of Probable Construction Costs (OPCC)

CONSULTANT will develop a preliminary opinion of probable construction costs based on the 30% design. Quantities will be documented and tracked for QC review.

Task 21.3 – 30% Design Documentation Meeting

CONSULTANT will prepare for and facilitate a design documentation meeting with CITY staff to define the project design parameters and footprint. The basic horizontal and vertical geometry will be approved at this meeting allowing the design team to advance the preliminary design.

Task 21.4 – 30% Design Documentation Memo

CONSULTANT will prepare a design documentation memorandum that records decisions made during the 30% design documentation meeting. This document will serve as the basis of design for the project.

Task 21.5 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of the Task 21. The reviews will follow the QA/QC plan established for this project.

Task 21 - Assumptions:

- Roll Plots will be submitted in PDF and AutoCAD format.
- City will provide a list of bid items with special provisions that the CITY uses in their construction documents.
- OPCC will be provided in CITY preferred format with bid items in order of the WSDOT specification number.

Task 21 - Deliverables:

- 30% Roll Plots(s)
- 30% Design Documentation Memo
- 30% OPCC

TASK 22: 75% PLANS, SPECIFICATIONS AND ESTIMATE (FRONTAGE)

The 75% design submittal will consist of the 75% construction plans, a draft of the project special provisions, and a 75% opinion of probable construction costs.

Task 22.1 – 30% Comment Response Resolution

CONSULTANT will develop comment response resolution forms to document the 30% comment resolution process.

Task 22.2 – 75% Plans

The following plans will be included with the 75% design submittal:

Cover Sheet – (1 sheet)

The Cover Sheet will be developed for the 75% design submittal.

Legend and Notes – (1 sheet)

The Legend and Notes sheet will be developed for the 75% design submittal.

Alignment Plans – (1 sheet)

The alignment plan will be developed for the 75% design submittal.

Erosion Control Plans – (4 sheets)

Erosion control plan sheets will be developed for the 75% design submittal.

Demolition Plans – (4 sheets)

Demolition plan sheets will be developed for the 75% design submittal.

Typical Roadway Sections – (1 sheet)

Roadway typical sections will be developed for the 75% design submittal.

Roadway Plan and Profiles – (4 sheets)

Roadway plan and profiles will be developed for the 75% design submittal. Plans will include stormwater plan and profile design information.

Roadway Details – (2 sheets)

Roadway detail sheets will be developed and included with the 75% design submittal.

Stormwater Treatment Facilities – (2 sheets)

Stormwater treatment facility details will be developed for the 75% design submittal. Plans will identify the type, size, and location of all proposed stormwater treatment facilities.

On-Site Civil Utility Connections – (4 sheets)

Utility plans will be developed for the 75% submittal. Plans will identify where future connections are planned for the CITY's site including water (fire and domestic), sanitary sewer, gas, and storm drainage.

Utility Undergrounding Plans – (6 sheets)

Utility undergrounding plans will be developed for the 75% submittal. Plans will identify the location of the joint utility trench and any service trenches requires for private service conversions. CONSULTANT will coordinate with the utility company contacts to obtain private utility company relocation plans, costs and information required to develop the project specifications.

Channelization and Signing Plans – (6 sheets)

Channelization and signing plans will be developed for the 75% design submittal.

Illumination Plans – (6 sheets)

Illumination plans will be developed for the 75% submittal. The plans will include station and offsets of all proposed streetlights and identify the location of proposed

power sources. The 75% illumination plans will include luminaire and wiring schedules and standard details for streetlight construction.

Landscaping & Irrigation Plans – (6 sheets)

Landscaping plans and planting details will be developed for the 75% submittal. Landscaping plans will identify type, size, and location of proposed plants and trees along the frontage areas. Irrigation plans will be high-level schematic plans that identify areas that require irrigation that will be used along with a performance specification to construct the irrigation system.

Traffic Control & Construction Staging Plans – (12 sheets)

Construction staging and traffic control plans will be developed for the 75% submittal for each stage of work based on the 75% design. The plans will identify construction activities planned for each stage of work and the proposed traffic control measures.

Task 22.3 – 75% Specifications

CONSULTANT will develop the 75% project specifications using WSDOT General Special Provisions and project special provisions. Comments received on the 30% submittal will be addressed with this submittal.

Task 22.4 – 75% Opinion of Probable Construction Costs (OPCC)

CONSULTANT will develop an OPCC based on the 75% design. Comments received on the 30% submittal will be addressed in the 75% OPCC. Quantities will be updated, documented, and tracked for QC review.

Task 22.5 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of this Task. The reviews will follow the QA/QC plan established for this project.

Task 22 - Assumptions:

- Plans will be submitted in PDF format.
- The number of sheets identified is an estimate based on the scope of work and project limits identified. The actual sheet count will include what is necessary to produce a readable, biddable, and constructible plan set.
- Plans will follow APWA and CITY drafting standards
- OPCC will be provided in CITY preferred format (ordered by WSDOT spec no.)

Task 22 - Deliverables:

- 75% Plans
- 75% Specifications
- 75% OPCC

TASK 23: Draft Final Plans, Specifications and Estimate (FRONTAGE)

The Draft Final design submittal will consist of final construction documents including final plans, project special provisions, and an OPCC that address comments received on the 75% design submittal and are updated based on the final design.

Task 23.1 – 75% Comment Response Resolution

CONSULTANT will develop comment response resolution forms to document the 75% comment resolution process.

Task 23.2 – Draft Final Plans

The following plans will be included with the Draft Final design submittal:

Cover Sheet – (1 sheet)

The Cover Sheet will be updated to address comments received on the 75% design submittal.

Legend and Notes – (1 sheet)

The Legend and Notes sheet will be updated to address comments received on the 75% design submittal.

Alignment Plans – (1 sheet)

The alignment plan will be updated to address comments received on the 75% design submittal and finalized for bidding.

Erosion Control Plans – (4 sheets)

Erosion control plan sheets will be updated to address comments received on the 75% design submittal and finalized for bidding.

Demolition Plans – (4 sheets)

Demolition plan sheets will be updated to address comments received on the 75% design submittal and finalized for bidding.

Typical Roadway Sections – (1 sheet)

Roadway typical sections will be updated to address comments received on the 75% design submittal and finalized for bidding.

Roadway Plan and Profiles – (4 sheets)

Roadway plan and profiles will be updated to address comments received on the 75% design submittal and finalized for bidding.

Roadway Details – (2 sheets)

Roadway detail sheets will be updated to address comments received on the 75% design submittal and finalized for bidding.

Stormwater Treatment Facilities – (2 sheets)

Stormwater treatment facility details will be updated to address comments received on the 75% design submittal and finalized for bidding.

On-Site Civil Utility Connections – (6 sheets)

On-site civil utility coordination plans and details will be updated to address comments received on the 75% design submittal and finalized for bidding.

Utility Undergrounding Plans – (6 sheets)

Utility undergrounding plans and details will be updated to address comments received on the 75% design submittal and finalized for bidding.

Channelization and Signing Plans – (6 sheets)

Channelization and signing plans and detail sheets will be updated to address comments received on the 75% design submittal and finalized for bidding.

Illumination Plans – (6 sheets)

Illumination plans will be updated to address comments received on the 75% channelization plans and finalized for bidding.

Landscaping Plans – (6 sheets)

Landscaping plans and detail sheets will be updated to address comments received on the 75% design submittal and finalized for bidding.

Traffic Control & Construction Staging Plans – (12 sheets)

Construction staging and traffic control plans will be updated for the Draft Final submittal for each stage of work. The plans will identify construction activities planned for each stage of work and the proposed traffic control measures.

Task 23.3 – Final Specifications

CONSULTANT will develop the Draft Final project specifications using WSDOT General Special Provisions and project special provisions. Comments received on the 75% submittal will be addressed with this submittal.

Task 23.4 – Final Opinion of Probable Construction Costs (OPCC)

CONSULTANT will update the OPCC based on the final design. Comments received on the 75% submittal will be addressed in the Draft Final OPCC. Quantities will be updated, documented, and tracked for QC review.

Task 23.5 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of this Task. The reviews will follow the QA/QC plan established for this project.

Task 23 - Assumptions:

- Plans will be submitted in AutoCAD and PDF format.
- The number of sheets identified is an estimate based on the scope of work and project limits identified. The actual sheet count will include what is necessary to produce a readable, biddable, and constructible plan set.
- Plans will follow APWA and CITY drafting standards
- OPCC will be provided in CITY preferred format (ordered by WSDOT spec no.)

Task 23 - Deliverables:

- Draft Final Plans
- Draft Final Specifications
- Draft Final OPCC

TASK 24: Advertisement and Bidding Support (FRONTAGE)

This task includes efforts to address comments on the Draft Final design submittal, support the CITY with compiling the Project Manual for advertisement and bidding, and responding to questions during bidding.

Task 24.1 – Final PS&E Revisions

CONSULTANT will address CITY comments on the Draft Final design submittal and incorporate revisions into the contract documents.

Task 24.2 – Bidding Support

CONSULTANT will provide up to 16 hours responding to bidder questions. Efforts include documenting the questions and responses for publishing in an addendum.

Task 24.3 – Addendum

CONSULTANT will develop up to two (2) addenda to respond to bidder questions. CONSULTANT will coordinate with CITY project manager for issuing the addendum.

Task 24.4 – QA/QC Review

CONSULTANT shall perform a review of all deliverables submitted to the CITY as part of the Task 24. The reviews will follow the QA/QC plan established for this project.

Task 24 - Assumptions:

- CITY will compile the Project Manual and bidding documents.
- CITY will coordinate uploading of bidding documents to the CITY's preferred planhold site.

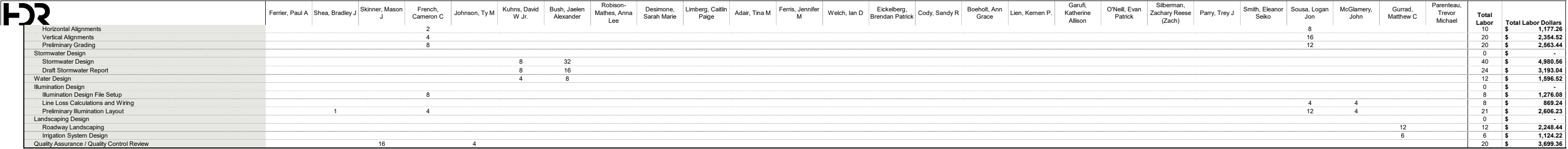
Task 24 - Deliverables:

- Final Plans, Specifications and OPCC
- Responses to bidder questions provided to CITY via email
- Two (2) Addenda in PDF format

TASK 25: Design Support During Construction (FRONTAGE)

The CONSULTANT will provide design assistance during the construction phase for this project. This work will include answering of Requests for Information (RFI), reviews of submittals, and other tasks request by the CITY. An estimated level of effort is included in the budget for this task.


c:\pwworking\nat\d0210362\Old Hwy 99 - 79th Ave) ESTIMATE - FINAL 3-1-23.xlsm

[illegible]

[illegible]


EXPENSES

City of Tumwater: Old Hwy 99 / 79th Ave Roundabout

<div></div> <div>OTHER DIRECT COSTS</div>		Mileage/mile (IRS starting 7/1/22)	Copies/Page 11x17 Color	Copies/Page 8.5x11 B&W	Express Mail	Trimble Unit/day	Miscellaneous	Field Supplies	Miscellaneous	Select From Dropdown	Tech Fees	Contingency	Total ODC	ODC Markup	Total ODC + Markup
		Travel	Office Expenses	Office Expenses	Office Expenses	Field Equipment	Miscellaneous	Field Equipment	Miscellaneous						
Unit Cost		Each	Each	Each	Each	Each	Each	Each	Each		\$3.70	0.00%		0.00%	
1	PROJECT MANAGEMENT														
	Quantity	150	0	0	0	0	0	0	0	0	0.00				
	Task Total	\$93.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$93.75	\$0.00	\$93.75
5	CULTURAL RESOURCES ASSESSMENT														
	Quantity	570	0	0	0	2	2	0	0	0	0.00				
	Task Total	\$356.25	\$0.00	\$0.00	\$0.00	\$52.00	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$438.25	\$0.00	\$438.25
6	ENVIRONMENTAL PERMITTING (RAB)														
	Quantity	500	0	0	0	2	0	2	0	0	0.00				
	Task Total	\$312.50	\$0.00	\$0.00	\$0.00	\$52.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$464.50	\$0.00	\$464.50
7	ENVIRONMENTAL SITE ASSESSMENT (RAB)														
	Quantity	500	0	0	0	0	0	0	0	0	0.00				
	Task Total	\$312.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$312.50	\$0.00	\$312.50
8	PRELIMINARY DESIGN (RAB)														
	Quantity	200	0	0	0	0	0	0	0	0	0.00				
	Task Total	\$125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125.00	\$0.00	\$125.00
9	UTILITY COORDINATION (RAB)														
	Quantity	0	0	0	0	0	0	0	1	0	0.00				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$8,000.00
12	ENVIRONMENTAL PERMITTING (FRONTAGE)														
	Quantity	0	0	0	0	2	0	2	0	0	0.00				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$52.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$152.00	\$0.00	\$152.00
14	UTILITY COORDINATION (FRONTAGE)														
	Quantity	0	0	0	0	0	1	0	0	0	0.00				
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
16	30% DESIGN DOCUMENTATION (RAB)														
	Quantity	0	20	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.00	\$0.00	\$18.00
17	75% PLANS, SPECIFICATIONS, AND ESTIMATE (RAB)														
	Quantity	0	100	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00
18	DRAFT FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (RAB)														
	Quantity	0	100	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00
21	30% DESIGN DOCUMENTATION (FRONTAGE)														
	Quantity	0	20	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.00	\$0.00	\$18.00
22	75% PLANS, SPECIFICATIONS, AND ESTIMATE (FRONTAGE)														
	Quantity	0	100	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00
23	DRAFT FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (FRONTAGE)														
	Quantity	0	100	0	0	0	0	0	0	0	0.00				
	Task Total	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00
Total ODC		\$ 1,200.00	\$ 396.00	\$ -	\$ -	\$ 156.00	\$ 45.00	\$ 200.00	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 9,997.00	\$ -	\$ 9,997.00

SUBCONSULTANTS

City of Tumwater: Old Hwy 99 / 79th Ave Roundabout

		MTN2Coast	Landau, INC		Total Subconsultants	Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS							
						0.00%	
3	TOPOGRAPHIC SURVEY AND RIGHT-OF-WAY MAPPING						
	Task Total	\$36,972.00	\$0.00		\$36,972.00	\$0.00	\$36,972.00
4	GEOTECHNICAL INVESTIGATION AND REPORTING						
	Task Total	\$0.00	\$59,706.10		\$59,706.10	\$0.00	\$59,706.10
Total Subconsultants		\$ 36,972.00	\$ 59,706.10		\$ 96,678.10	\$ -	\$ 96,678.10

FEE ESTIMATE

City of Tumwater: Old Hwy 99 / 79th Ave Roundabout



Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants	Total For Proposal
1	PROJECT MANAGEMENT	\$41,015	\$164	\$94	\$0	\$41,273
2	PUBLIC INVOLVEMENT	\$7,470	\$30	\$0	\$0	\$7,500
3	TOPOGRAPHIC SURVEY AND RIGHT-OF-WAY MAPPING	\$0	\$0	\$0	\$36,972	\$36,972
4	GEOTECHNICAL INVESTIGATION AND REPORTING	\$0	\$0	\$0	\$59,706	\$59,706
5	CULTURAL RESOURCES ASSESSMENT	\$11,989	\$48	\$438	\$0	\$12,475
6	ENVIRONMENTAL PERMITTING (RAB)	\$22,537	\$90	\$465	\$0	\$23,092
7	ENVIRONMENTAL SITE ASSESSMENT (RAB)	\$6,096	\$24	\$313	\$0	\$6,433
8	PRELIMINARY DESIGN (RAB)	\$47,809	\$191	\$135	\$0	\$48,135
9	UTILITY COORDINATION (RAB)	\$12,716	\$51	\$8,000	\$0	\$20,767
10	REAL ESTATE SERVICES SUPPORT (RAB)	\$24,454	\$98	\$0	\$0	\$24,552
11	FINAL DESIGN (RAB)	\$32,628	\$131	\$0	\$0	\$32,759
12	ENVIRONMENTAL PERMITTING (FRONTAGE)	\$26,946	\$108	\$152	\$0	\$27,206
13	PRELIMINARY DESIGN (FRONTAGE)	\$27,689	\$111	\$0	\$0	\$27,800
14	UTILITY COORDINATION (FRONTAGE)	\$9,309	\$37	\$15	\$0	\$9,361
15	FINAL DESIGN (FRONTAGE)	\$25,230	\$101	\$0	\$0	\$25,331
16	30% DESIGN DOCUMENTATION (RAB)	\$12,790	\$51	\$18	\$0	\$12,859
17	75% PLANS, SPECIFICATIONS, AND ESTIMATE (RAB)	\$80,559	\$322	\$90	\$0	\$80,971
18	DRAFT FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (RAB)	\$49,560	\$198	\$90	\$0	\$49,848
19	ADVERTISING AND BIDDING SUPPORT (RAB)	\$4,931	\$20	\$0	\$0	\$4,951
20	DESIGN SUPPORT DURING CONSTRUCTION (RAB)	\$9,878	\$40	\$0	\$0	\$9,918
21	30% DESIGN DOCUMENTATION (FRONTAGE)	\$11,712	\$47	\$18	\$0	\$11,777
22	75% PLANS, SPECIFICATIONS, AND ESTIMATE (FRONTAGE)	\$51,788	\$207	\$90	\$0	\$52,085
23	DRAFT FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (FRONTAGE)	\$30,835	\$123	\$90	\$0	\$31,048
24	ADVERTISING AND BIDDING SUPPORT (FRONTAGE)	\$4,931	\$20	\$0	\$0	\$4,951
25	DESIGN SUPPORT DURING CONSTRUCTION (FRONTAGE)	\$4,882	\$20	\$0	\$0	\$4,902
26	Management Reserve Fund	\$68,056	\$272	\$0	\$0	\$68,328
		\$625,810	\$2,504	\$10,008	\$96,678	\$735,000

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.

Rob Berman, being first duly sworn, on their oath, states

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

certifies that HDR Engineering, Inc. is in compliance

(Name of Firm)

with TMC 3.46.

Signed

Rob Berman

Type/Print Name

Subscribed and sworn to before me this 26 day of April, 2023.



Peggy L. Jergesen

Type/Print Name

Notary Public in and for the State of Washington.

My commission expires 07/21/2025.

This endorsement, effective: 06/01/2022 12:01 A.M.

Forms a part of policy no.: P001412200

Issued to: HDR, Inc

By: Lloyd's of London

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except respect cancellation non-payment premium (10 day notice cancellation), the **Insurer** shall give 30 day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The **First Named Insured** is required by contract give notice cancellation the Certificate Holder, and

Prior the **Insurer** sending notice cancellation the **First Named Insured** the **First Named Insured** shall provide the **Insurer** in writing, either directly or through the **First Named Insured** broker record, the name each person or organization requiring notice cancellation and the corresponding address such person or other employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the **Insurer** may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the **First Named Insured** Proof sending the notice of cancellation by email shall be sufficient proof of notice.

Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility the **First Named Insured**

The following definitions apply to this endorsement:

- 1. First Named Insured** means the Named Insured shown in Item 1. of Declarations.
- 2. Insurer** means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

4/27/2023

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:		FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's of London		NAIC #
INSURED HDR ENGINEERING, INC. 1016040 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 19529243

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	P001412200	6/1/2022	6/1/2023	PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROVIDE SUPPORT TO THE CITY IN THE DESIGN AND DEVELOPMENT OF CONSTRUCTION DOCUMENTS FOR THE OLD HWY 99 AND 79TH AVENUE ROUNDABOUT AND THE FRONTAGE IMPROVEMENTS REQUIRED FOR THE CITY'S PROPOSED MAINTENANCE AND PARK FACILITIES ALONG 79TH AVENUE AND TRAILS END ROAD.

CERTIFICATE HOLDER

CANCELLATION See Attachment

19529243
 CITY OF TUMWATER
 ATTENTION: CATHY NIELSON
 555 ISRAEL ROAD SW
 TUMWATER WA 98501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TO: Public Works Committee
 FROM: Jared VerHey, Capital Projects Manager
 DATE: September 4, 2025
 SUBJECT: Service Provider Agreement with Robert W. Droll Landscape Architect, P.S. for the Trails End Park Master Plan Amendment No. 2

1) Recommended Action:

Place the Service Provider Agreement Amendment No. 2 with Robert W. Droll Landscape Architect, P.S. for the Trails End Park project on the September 16, 2025, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The planned Trails End Park develops a neighborhood park east of the future Public Works Facility. The planned park contains play structures, shelters, restroom, walking paths, active recreation/open space turf areas, basketball, pump track, and pickleball facilities. The site will also maintain several natural areas and provide interpretive signage along ADA pathways.

Robert W. Droll Landscape Architect, P.S. (RWD) provided park design alternatives to City Staff, City of Tumwater Board of Parks and Recreation Commission and the public for determining a preferred park design as part of the original service provider agreement. This second amendment reflects the design efforts for RWD to provide the plans, specifications and cost estimate for the planned Trails End Park.

This supplement will increase the original contract maximum amount payable from \$38,104 to \$286,249, an increase of \$248,145.

3) Policy Support:

A. Build a Community Recognized for Quality Compassion and Humanity

4) Alternatives:

☐ Do not sign the supplemental agreement

5) Fiscal Notes:

The complete park development is included in the 2024-2029 Capital Facility Plan. The park is identified as General Governmental Project GG-07, Trails End Park. The project is being funded with Metropolitan Park District funds.

6) Attachments:

- A. Service Provider Agreement Amendment No. 2 with Robert W. Droll Landscape Architect, P.S.
- B. Original Agreement Service Provider Agreement

**SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
TRAILS END PARK MASTER PLAN**

This Second Amendment ("Amendment") is dated effective this _____ day of _____, 2025, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and ROBERT W. DROLL LANDSCAPE ARCHITECT, P.S., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective March 8, 2023, and a First Amendment, dated November 22, 2024 whereby the SERVICE PROVIDER agreed to provide landscaping 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 provide additional services described in Attachment A-1 and increase the compensation paid to the SERVICE PROVIDER for providing additional services.

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

1. SCOPE OF SERVICES.

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

2. TERM.

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

3. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-1" during the extended term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by

an additional amount not to exceed Two-Hundred-Forty-Eight-Thousand One-Hundred Forty-Five and 00/100 Dollars (\$248,145). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, the First Amendment, and this Second Amendment shall be an amount not to exceed Two-Hundred-Eighty-Six-Thousand Two-Hundred-Forty-Nine and 00/100 Dollars (\$286,249).

Signatures on following page

4. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Robert W. Droll Landscape Architect, P.S.
4405 7th Ave SE, Suite 203
Lacey, WA 98503-1055
UBI No. 601424147
Phone No. 360-292-7230

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-1
Scope of Services
Trails End Park Final Design

Project Background/Introduction:

Trails End Park is a new neighborhood park being developed on the former site of the Trails End Horse Arena, located at the corner of Trails End Drive and 79th Avenue. This 17-acre site will feature an approximately 6.81-acre park built on the southern portion. The scope of services and fee proposal are based on the 2023 Trails End Park Master Plan, which was developed through a public engagement process. (Refer to Figure 1 at the end of this document for the Master Plan.)

Design and construction details will adhere to standards set by WSDOT and the City of Tumwater.

The City of Tumwater Parks & Recreation, as the project owner, plans to include a neighborhood park, stormwater infiltration facilities (designed by HDR as part of the 79th Ave Frontage Improvements), and a paved parking area that will serve the City's Public Works Facility, west of the park site (design by TCF Architecture as part of the City's Public Works Facility). RWD shall implement the designs of the stormwater infiltration facilities, street frontages and Public Works Facilities completed by others into the Trails End Park design. Planned amenities for Trails End Park will include a basketball court, pickleball court, restrooms, picnic shelters fitness stations, open green space, a pump track, a play area, paved trails and park interpretive and wayfinding signage consistent with the Master Plan. The restrooms and picnic shelters will be prefabricated.

This assignment includes the work to be performed by Robert W. Droll, Landscape Architect, PS, (hereinafter RWD/Service Provider) for the Trails End Park Final Design (hereinafter Project), for Tumwater Parks & Recreation (hereinafter Owner/Client/City). Professional Services for Final Design include Project Management, 30%, 60%, 90%, and 100% Design Submittals, Coordination, Permitting, and Bidding Services.

Project Team

Prime Consultant, Landscape Architect, Project Manager RWD
Civil Engineer KPFF
Electrical Engineer Cross Engineers (Cross)
Geotechnical Engineer Sage Geotechnical (Sage)
Pump Track Designer..... American Ramp Company (ARC)

This project includes the following Phases:

- Phase 1 – Project Management
- Phase 2 – Geotechnical Investigation and Reporting (Sage)
- Phase 3 – Civil Engineering (KPFF)
- Phase 4 – Electrical Engineering (Cross)
- Phase 5 – 30% PS&E

- Phase 6 – 60% PS&E
- Phase 7 – 90% PS&E
- Phase 8 – 100% PS&E
- Phase 9 – Bidding Services
- Phase 10 – Pump Track Design

Project Assumptions:

- Trails End Park construction is anticipated in Spring of 2027.
- The existing Big Leaf Maple, and Garry Oak Tree, are to remain.
- Utility service connections for water, sewer, and electrical will be provided to the property line. Location determined by Owner's frontage improvement project.
- Project does not include work in ROW such as parking, streetlights, or sidewalks.
- All on-site stormwater runoff generated by impervious surfaces will be treated via dispersion in accordance with the City of Tumwater Drainage Design and Erosion Control Manual and addressed in the design documents.
- All stormwater runoff generated by picnic shelter roofs and restroom roof shall be directed to new infiltration facilities in accordance with the City of Tumwater Drainage Design and Erosion Control Manual and addressed in the design documents.
- The City has an existing survey of the site. Survey adequately defines all slopes and features on-site. A new survey of the project site is not required.
- Parking lot in southwest corner of site is not in this scope and is part of separate project.
- The restroom and picnic shelters will be a prefabricated product. All structural calculations necessary for permitting will be coordinated and obtained by RWD.
- The service provider shall provide required information to obtain building permits for any structure where required. All structural calculations necessary for permitting will be coordinated and obtained by RWD.
- SEPA, Critical Habitat, Forester Report and Wetland Delineation have been completed by owner
- Project Specifications and Project Manual will be completed using the current edition of CSI specifications
- All trails and facilities will be designed in accordance with ADA standards unless noted.
- Design shall be completed using NAD 83/11 and NGVD 29.
- RWD assumes these permits are approved through administrative processes and no Public Hearings are required.
- The Pump Track will be Asphalt will range from +/-8k SF to +/- 10k SF.

Phase 1: Project Management (RWD)

General Overview

- **Schedule:** The project schedule will be developed based on recent comparable projects, including design and permit milestones and project meetings. The estimated project duration is 9 months, though this may vary based on the permitting process. The schedule will be updated as necessary to maintain an accurate representation of the project schedule. RWD shall provide all schedule updates to the City.
 - **Budget:** The project budget, defined by the City, is based on recent projects of similar scope. Microsoft Excel will be used for tracking schedules and budgets, with PDFs submitted to the City for review. Working files are available upon request.
 - **Progress Reporting:** Progress will be reported at each milestone, through meetings or email, with report content tailored to the milestone's requirements.
 - **Progress Billing:** Monthly billing will be completed and will include a breakdown of hours by milestone and subconsultant.
 - **Filing:** RWD uses an in-house filing system to organize documentation by milestone and subject. Full PS&E Documentation will be provided to the City at each milestone. RWD will submit to the city all project documents. This includes all final PS&E documents, all design software files (such as Civil 3D files, AutoCad files, Stormwater design files, etc.). Any significant design information or communication. Digital documents will be submitted all at one time, with a folder system segmenting information appropriately for the project milestone.
 - **Subconsultant Administration/Management:** Administer and manage the subconsultant contracts, complete monthly reviews of subconsultant invoices, track hours and services provided per milestone and communicate and coordinate design and details throughout the 9-month duration.
 - **Project Coordination Meetings:** Meetings with the City and consultant will be held bi-weekly throughout the 9-month duration. Additional internal meetings may be scheduled as needed. Meeting minutes will be recorded and made available to the City upon request. A total of eighteen (18) project coordination meetings are anticipated.
 - **Professional Fees:** Monthly invoicing Professional fees for the scope of services are detailed in Exhibit B.
 - **Direct Expenses:** A budget is allocated for direct expenses, including plots, copies, mailings, and standard business expenses, to be billed as outlined in the original contract.
 - **Manage interdisciplinary coordination** (civil, structural, electrical, irrigation, play equipment, etc.).
- QA/QC:** Conduct in-house quality assurance and quality control methods and evaluation at each design submittal milestone. The goal of this review is to identify conflicts and seek ways to clarify the documents, identify potential change order and claim opportunities, and refine the documents to ensure the scope of the work is clear.

Task 1.1 - 30% Project Management

- Finalize consultant scopes and execute subcontracts

- Develop and distribute master project schedule
- Set up digital file structure and shared folders
- Establish contact list and communication protocols
- Schedule recurring biweekly meetings with City and team
- Distribute base files and confirm team access
- Facilitate kickoff meeting (agenda, minutes, follow-ups)
- Confirm roles and responsibilities across all consultants
- Host biweekly coordination meetings; track action items
- Communicate City expectations for scope and milestone content
- Review schematic layouts and ensure alignment with City standards
- Monitor schedule progress and flag potential coordination issues
- Assemble and submit 30% package to City; track and distribute comments
- RWD will review site studies and reports completed by others to assess the impacts to the project development. Reports include but are not limited to the design survey, cultural resources survey, Forester Report, and habitat conservation plan (Mazama Pocket Gopher Study).
- Organize full-team QA/QC coordination and schedule reviews

Assumptions

- Estimated 6-week duration at 7 hours per week

Task 1.2 - 60% Project Management

- Coordinate consultant inputs and deliverables
- Facilitate resolution of cross-discipline issues
- Host biweekly meetings; document decisions and progress
- Ensure drawing set consistency and version control across disciplines
- Communicate with City on anticipated permitting requirements and submittals
- Collect consultant progress updates; ensure milestone readiness
- Prepare and coordinate 60% submittal (plans, specs outline, estimate)
- Organize full-team QA/QC coordination and schedule reviews

Assumptions

- Estimated 8-week duration at 8 hours per week

Task 1.3 - 90% Project Management

- Lead coordination across civil, structural, electrical, and landscape consultants
- Facilitate resolution of remaining design conflicts or clarifications
- Organize full-team QA/QC coordination and schedule reviews
- Maintain consistent communication with City regarding submittal status and updates
- Track and compile milestone documents from all consultants
- Coordinate 90% PS&E package delivery (plans, specs, estimate)

- Distribute agency comments and assign follow-up tasks
- Manage formal comment-response matrix and documentation
- Coordinate internal deadlines for revisions and resubmittals
- Track permit timelines and notify City of any changes or approvals
- Submit to City/permitting agencies; track and distribute review comments
- Organize full-team QA/QC coordination and schedule reviews

Assumptions

- Estimated 10-week duration at 9 hours per week

Task 1.4 - 100% Project Management

- Coordinate collection of all final deliverables (plans, specs, estimates)
- Confirm City comments and agency redlines have been addressed
- Prepare digital submittal folders with correct structure and file naming
- Communicate final delivery format and schedule with City
- Track final QA pass and consultant close-out deliverables
- Confirm receipt of native design files from all subconsultants

Assumptions

- Estimated 4-week duration at 7 hours per week

Phase 1 ALL CONSULTANT Deliverables:

- Project Schedule
- Monthly progress Billings
- Milestone Progress Reporting
- Final delivery of all project documents

Phase 1 TUMWATER Deliverables:

The City shall provide the following information or services as required for the performance of the work. RWD assumes no responsibility for the accuracy of such information or services and shall not be liable for errors and omissions therein. Should RWD be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- Survey
- Wetland Delineation Report
- Habitat conservation plan (Mazama Pocket Gopher study)
- Cultural Resources Survey
- Forester Tree Report
- SEPA
- AutoCAD files and PDF's relating to the stormwater facilities for Trails End Park, designed as part of the Old Hwy 99 and 79th Avenue Roundabout and Frontage Improvements Project.
- Manage all Web-based public information.
- Administrative processing and fee payment for all permitting.

- Existing as-built site engineering and utility base information
- Conduct additional survey and mapping as requested by RWD.
- AutoCAD files and PDF's relating to the frontage improvements along 79th Ave SE and Trails End Drive SE designed as part of the Old Hwy 99 and 79th Ave Roundabout and Frontage Improvements Project
- Utility stub-out to property line to include sanitary sewer gravity, electrical, potable water.
- AutoCAD files and PDR's relating to the parking lot located in the southwest corner of the Trails End Park property which was designed as part of the Public Works Facility

Phase 1 Additional Services/ Excluded Services:

Specific items that are not within the scope of work/services include, but are not limited to, the following. It is understood these professional services, and others, could be added at a future date.

- Existing Utilities Mapping & Modelling
- Design development, final design, bid document preparation, bidding, and construction administration for any off-site improvements.
- Permit fees
- Potable Water Rights procurement
- Maintenance or Monitoring
- Demand analysis/economic modeling.
- Legal descriptions of easements, rights-of-way, etc.
- Design of water treatment system (if required)
- Construction staking
- Archaeological & Cultural Resource Investigations and report
- Wetland delineation and surveying
- Fish & wildlife investigations not covered by past habitat assessment.
- Web-site preparation and hosting, visual impact analysis, photo-simulations, perspective character sketches
- Tree inventory, valuation, noise studies, air quality & visual impact studies
- Public meetings, neighborhood meetings, Hearing Examiner meetings, etc. other than in Scope of Services
- Testing services
- Boundary and ALTA surveys
- Bid document reproduction & distribution.
- Interior Design of Buildings other than identified herein.
- Detail Cost Estimates for Buildings
- Construction Administration Services
- LEED or SITES certification
- Renderings for project
- Full Fire Protection Systems
- Potholing utilities
- Underground utilities will be shown based on the best available information and utility locates. Pipe sizes and types will be shown only where record information is available, or where access for measurement is available, such as sanitary sewer and storm structures.

Phase 2: Geotechnical Investigation and Reporting - SAGE

Sage will provide geotechnical investigation, reporting, and recommendations for site earthwork and grading, stripping depth, subgrade preparation, allowable soil bearing pressure, utility trench excavation, construction dewatering, suitability of existing soils for use as structural fill, structural fill placement and compaction, and design infiltration rates.

Sage will excavate test pits to obtain soil samples and log groundwater observations. It is expected that the site is underlain by Type A soils which allows the use of grain size analysis for determining design infiltration rates.

Sage's results and recommendations will be prepared in a Geotechnical Report.

Phase 2 Assumptions:

- Fieldwork can be completed on weekdays during standard business hours (i.e., no nighttime or weekend fieldwork will be required).
- This scope of services does not include critical areas reporting.
- This scope of services does not include cation exchange capacity and organic content testing.
- Less than 1 acre of drainage area will be served by a single bioretention area. As such, an infiltration receptor analysis and performance testing will not be required.
- Seasonal high groundwater will be sufficiently deep for infiltration facility design to not require mounding analysis.
- Pilot Infiltration Testing (PIT) will not be required. Soil grain size analysis will be suitable for determining design infiltration rates.
- Draft and final Geotech Report will be submitted electronically in Adobe® PDF format.

Phase 2 SAGE Deliverables:

- Review readily available geologic and geotechnical data (e.g., geologic maps and depth-to-groundwater data) for the site and the surrounding area.
- Coordinate the clearance of underground utilities at the proposed exploration locations. Sage will mark the locations in the field and contact the Washington Utilities Coordinating Council's "One Call" locating service. Sage will also hire a private utility-locating service to identify utilities located outside of public easements.
- Excavate as many as up to a maximum of six test pits at areas planned for development. The test pits will be excavated up to 12 feet below ground surface, groundwater, or practical refusal, whichever is encountered first. Sage personnel will monitor the excavations, collect representative soil samples, and maintain detailed logs of the subsurface soil and groundwater conditions observed. Sage will subcontract the excavator and operator. Upon completion of fieldwork, the excavations will be backfilled with spoils tamped in place with the excavator bucket. A map showing the planned excavations areas will be coordinated with the City prior to the work being performed.
- Complete as many as eight grain size analyses on select soil samples obtained from the explorations.

- Provide recommendations for site earthwork and grading, including criteria for stripping depth, subgrade preparation, allowable soil bearing pressure, utility trench excavation, construction dewatering, the reuse of site materials as structural fill, and structural fill placement and compaction.
- Determine the site class that will be used to complete seismic design.
- Provide recommendations for slab-on-grade support.
- Provide recommendations for shallow foundation support, including allowable soil bearing capacity, minimum footing width and depth, and lateral resistance criteria. Sage will also develop settlement estimates.
- Provide design recommendations for a light-duty, hot-mix asphalt pavement section for trails.
- Provide recommendations for wet weather construction.
- Provide design infiltration rates based on previous pilot infiltration testing at the site.
- Prepare a technical memorandum, summarizing the results of the field investigation, laboratory testing, and infiltration evaluation. Sage will submit a draft memorandum to the City and design team for review and comment. Upon receipt, comments will be addressed, and Sage will issue a final memorandum, signed and sealed by the project engineer.
- All excavated areas for soil testing shall be backfilled to existing grade.

Phase 2 TUMWATER Deliverables:

- The City will provide access to the site.

Phase 3: Civil Engineering – KPFF

KPFF will be providing Civil Engineering services including stormwater drainage design, preparation of a Stormwater Pollution Prevention Plan (SWPPP), Utility plans, specifications, and estimate for water and sewer, and reviewing and stamping of documents prepared by RWD.

It is anticipated that the project will trigger compliance with minimum requirements 1 through 11 of the City's Drainage Design and Erosion Control Manual (DDECM). All stormwater shall be treated via dispersion or infiltration trenches.

Phase 3 Understanding:

- SEPA completed as part of the City of Tumwater Public Works Facility project.
- The Cultural Resources survey was completed as part of the City of Tumwater Public Works Facility project.
- Gopher study completed as part of the City of Tumwater Public Works Facility and City of Tumwater Parks & Recreation Park Facility Habitat Conservation Plan for the Olympia subspecies of Mazama Pocket Gopher project.
- On-Site Bioretention Facilities designed as part of the Old Hwy 99 & 79th Ave Roundabout project. Not part of the construction documents for this project.

Phase 3 Assumptions:

- Any scope of work requested that is not specifically identified in the tasks may be considered an additional service. Prior to completing any such work, KPFF will discuss with the Owner the need and impacts on scope/fee.
- All permit and application fees will be paid by the Owner.
- Topographic and Utility Survey will be provided by others.
- RWD will be responsible for all drafting necessary to incorporate KPFF's comments/revisions to the TESC, Grading, and Drainage Plans necessary for the project. KPFF will provide PDF redlines for drafting.
- A geotechnical soils report will be provided to KPFF as part of this project for storm drainage design.
- Storm drainage improvements will be designed to the City of Tumwater 2022 Drainage Design and Erosion Control Manual (DDECM).
- All roof run-off will be directed to an on-site infiltration facility.
- Frontage improvements will be designed and constructed by the City including associated stormwater facilities. No offsite improvements are included in this scope of work.
- Proposal assumes minimal changes to site plan overall layout after 60% submittal.
- Water and sewer connection will be part of the frontage improvements design and stubs will be provided to the property line by others.
- No Construction Support Services are included in this proposal.
- RWD to provide material, building size structural consideration of design.

Task 3.1 – Project Management

- KPFF will attend 1 site visit with RWD and Owner
- KPFF will attend Design Team meetings.
- KPFF will provide RWD with monthly billings for inclusion into RWD's invoices.

Task 3.2 – Plans, Specifications, and Estimate

KPFF will develop the following plans for the project:

- Utility Plan and Details

Plans, Specifications and estimated cost of construction related to their Work will be delivered to RWD for inclusion into the 30%, 60%, 90%, and Final Submittals.

KPFF will review, sign, and stamp the following plans being developed by RWD:

- Demolition and TESC Plan
- TESC Details
- Grading Plan
- Drainage Plan and Details

Specifications, and estimated cost of construction related to RWD's plans will be developed by

Task 3.3 – Permitting

- KPFF will perform stormwater modeling for design and prepare the project Stormwater Pollution Prevention Plan (SWPPP)
- KPFF will prepare the Storm Drainage Report
- KPFF will assist with the preparation of the Owner's Construction Permit Application
- KPFF will fill out and submit the Construction Stormwater General Permit Notice of Intent application to the Washington State Department of Ecology on behalf of the Owner. Application will need to be submitted a minimum of 60 days prior to the start of construction. KPFF will prepare and submit after permit approval as directed by RWD. Permit will be placed in the Owner's name and will require signatures prior to submittal.
- KPFF will respond to RWD and City review comments.

Task 3.4 – Bidding Support

KPFF will prepare bid documents and provide bidding support for the project. General tasks include:

- Respond to bidder questions and assist with the issuance of addendums.
- Attend pre-bid conference.

Phase 3 KPFF Deliverables:

- Provide electronic and pdf file of grading in Civil 3D.
- Provide Utilities Plans to RWD at each milestone for reporting to the City.
- Provide cost estimates to RWD at each milestone for reporting to the City.
- Provide Storm Drainage Report to RWD at each milestone for reporting to the City.
- Provide Construction Stormwater Pollution and Prevention Plan (SWPPP) to RWD at each milestone for reporting to the City.
- Provide special provisions to RWD in CSI format for each milestone for reporting to the City.
- Review and stamp Temporary Erosion and Sediment Control (TESC) Plan, Grading Plan, and Drainage Plan prepared by RWD.
- Fill-out and submit Construction Stormwater General Permit Notice of Intent application for Washington State Department of Ecology. Application will need to be submitted a minimum of 60 days prior to the start of construction. KPFF will prepare and submit after permit approval and as directed by RWD. Permit will be placed in the Owner's name and will require signatures prior to submittal.

Phase 4 Electrical Engineer – Cross

This Phase of work consists of the electrical engineering work done by Cross to provide power to all structures and electrical equipment constructed as part of this project. Design will be compliant with the Washington State Non-Residential Energy Code (WSNREC).

Phase 4 Assumptions

- All drawings will be prepared in AutoCAD, 2018 version or newer.
- City to provide 200-amp electrical service connection with Trails End Drive frontage improvements.

Phase 4 Exclusions:

Cross anticipates the following activities to be outside the normal work/scope. If requested, separate fee proposals for these items as related to Electrical can be provided.

- LEED Documentation for buildings.
- Life cycle cost analysis.
- Commissioning participation.
- BIM 3D Modeling and Conflict Resolution Coordination
- Assisting owner with grant requests related to electrical equipment.
- Transfer of red-line field record drawings to AutoCAD.
- Construction Administration.

Task 4.1: Project Management

- Cross will attend (2) online design team meetings.
- Additional design review coordination. Assumed to be via electronic correspondence with Design Team and Owner.
- Cross will provide RWD monthly billings for inclusion in RWD's invoices.

Task 4.2: Plans, Specifications, and Estimate

Cross will develop the following plans as part of this project:

- Electrical Site Plans and Details
- Electrical Floor Plans and Details
- Cross will prepare the WSNREC Lighting Energy Budget for RWD's submittal to the building department's permit review.

Plans, Specifications and estimated cost of construction related to their Work will be delivered to RWD for inclusion into the 30%, 60%, 90%, and Final Submittals.

Cross will coordinate with the Architect, HVAC and Plumbing Contractors to design electrical connections to equipment identified requiring power.

Phase 4 CROSS Deliverables:

- Prepare a new electrical service application to Puget Sound Energy (PSE) and submit via PSE new electrical services email.
- Prepare an electrical site plan with new Puget Sound Energy infrastructure and park equipment electrical connections. Equipment connections anticipated to include restroom building, picnic shelters and site lighting as requested.
- Prepare electrical floor plan drawings for picnic shelters identifying receptacle locations and quantities.
- Coordinate with prefabricated restroom building manufacturer for electrical connection requirements.
- Attend design team coordination meetings via online conference call software. Anticipate two (2) meetings.
- Prepare Division 26 specifications.
- One set of electronic PDF electrical drawings will be provided for each submittal phase (30%, 60%, 90%, and 100%) for reproduction and distribution by RWD to others for coordination and review.
- Prepare WSNREC Lighting Energy Budget for RWD's submittal to building department permit review. Dependent on final determination with owner if lighting will be required for site or picnic shelters during design.

Phase 5: 30% PS&E

Task 5.1 – 30% Plans

The 30% sheet set up will be minimal as key design decisions are being made. Prepare the following plan types. All plan sheets will be 22"x34", scale will be determined per sheet and will ensure clear conveyance of the overall planned design and individual details. The number of plan sheets per plan type is shown in parentheses:

- Cover Sheet (1 sheet)
- Notes and Legend Sheet (1 sheet)
- Utility Plans and Details (2 Sheets) (Costs included in Phase 3)
- Electrical Site Plans and Details (2 Sheets)(Costs included in Phase 4)
- Site Layout and Materials Plan (1 Sheet)
- Play Area and Fitness Station Plan (2 Sheets)
- Sports Court (1 Sheet)
- Pump Track (1 Sheet)
- Restroom (1 Sheet)
- Picnic Shelter (1 Sheet)
- Art and Interpretation (1 Sheet)
- Site Furnishings (1 Sheet)

Task 5.2 – 30% Cost Estimate

- RWD will prepare a 30% estimate of probable costs for all project components. Cost items will be organized in cost categories suggested by CSI specification section number. The cost estimate delivered will be in PDF format. Cost estimate will contain a 20% contingency and be adjusted as warranted.

Task 5.3 – 30% Specifications

- RWD will prepare a CSI specification outline including all sections applicable to the project administration, bid and project specifications.

Task 5.4 – 30% Design Coordination & Meetings

- **Art & Interpretation Meeting**
 - RWD will conduct one (1) approximate one-hour meeting with Owner to coordinate the direction and details of the art and interpretive design elements for the project.
- **Client Review Meeting**
 - RWD and the design team will conduct formal review of plans with Owner. RWD requests the attendance of Owner's maintenance staff during project reviews. RWD will revise the project deliverable based on comments and input provided by the Owner. One (1) approximate one-hour meeting is assumed.

Task 5.5 – 30% Playground Structure, Park Amenity, Restroom, Picnic Shelter, and Pump Track Coordination

- RWD will coordinate with selected or representative manufacturers of the playground structure, park amenities, restroom, and picnic shelter to obtain preliminary layout information, space requirements, utility needs, and integration constraints. This coordination will inform the initial site layout, grading, and utility planning.
- RWD will also coordinate preliminary electrical, water, and sewer service locations and capacities to support future restroom and shelter designs. This includes establishing stub-out locations, load assumptions, and general routing with the civil and electrical consultants.
- RWD will coordinate and review the conceptual pump-track layout, sections, surfacing details, and cost opinion prepared by American Ramp Company (ARC); reconcile them with site constraints, grading, drainage, and circulation shown on the overall site plan.
- RWD anticipates that approximately 10 hours will be required at the 30% milestone to complete these coordination efforts.

Phase 5 ALL CONSULTANT Deliverables:

- 30% Plans including civil, electrical and landscape architecture drawings (PDF and CAD Files)
- 30% Cost Estimate (PDF Format)
- 30% Coordination Meeting Notes (Word and PDF Format)
- Specification Outline

Phase 5 TUMWATER Deliverables:

- The City shall review the 30% deliverables and provide comments to RWD for implementation in the next design phase.
- The City shall provide assistance in the playground structure selection.
- The City will provide RWD with the preferred prefabricated restroom and picnic shelters.

Phase 6: 60% PS&E

60% plans, specifications, and estimates will be developed in accordance with the various tasks in this phase. RWD will incorporate all city comments from previous milestones into the 60% documents.

Task 6.1 – 60% Plans

The 60% sheet set up includes the following plan types. The number of plan sheets per plan type is shown in parentheses:

- Cover Sheet (1 sheet)
- Notes and Legend Sheet (1 sheet)
- Existing Conditions Plan (1 Sheet)
- Key Sheet (1 Sheet)
- Demolition and TESC Plan (1 Sheet)
- Demolition and TESC Details and Notes (1 Sheet)
- Site Layout and Materials Plans (2 +/- Sheets)
- Site Enlargement Plans (4 +/- Sheets)
- Site Details (9 +/- Sheets)
 - Site details for project improvements. Details may include, but are not limited to, surfacing, pavement, curbs, walkway and trail cross-sections, structures and walls, signage, fencing, and gates.
 - Details shall cover all main program elements including but not limited to playground, fitness area, sports courts, pump track, restroom, picnic shelter, site furnishing, and art and interpretation.
- Grading and Drainage Plans (2 Sheet)
- Grading and Drainage Enlargements (4 Sheets)
- Grading and Drainage Details (2 Sheets)
- Cross Sections (3 Sheets)
 - Trail, pump track, site plan, playground and fitness area cross-sections to clearly show critical proposed profiles and elevations on the project.
- Signage and Striping Plan and Details (2 Sheets)
- Irrigation Plan and Details (3 Sheets)
- Topsoil and Landscape Plan and Details (2 Sheets)
- Utility Plans and Details (2 Sheets)
- Electrical Site Plans and Details (2 Sheets)
- Electrical Floor Plans (2 Sheets)

Plan Descriptions

These plans will build upon design decisions from the previous milestone. All plan sheets will be 22"x34", the scale for overall plan key sheets could be 1"=60' to 1"=40' while the scale for enlargements can be from 1"=20' to 1"=10'

- **Title Sheet**

- Sheet illustrating the vicinity map, location map, site address, project team, general notes, and site plan legend.
- **Index Sheet & Notes**
 - Sheet illustrating the table of contents, general notes, and abbreviations.
- **Existing Conditions**
 - Existing conditions plan from the design survey.
- **Key Sheet**
 - Prepare the site plan key map geographically defining and referencing all site plan sheets.
- **Demolition & TESC Plan**
 - Plans showing existing conditions defining site, building, structures, pavements, and utility elements to be demolished, hauled off site, abandoned in place, pulverized, and salvaged for on, or off-site use. The plan will also define clearing and grubbing limits, tree protection zones, fencing details and the type, size, and location of TESC measures consistent with jurisdictional requirements.
- **Demolition & TESC Details & Notes**
 - Site demolition and TESC details and notes.
- **Site Layout and Materials Plans**
 - Site Layout and Materials Plan defining the type, size, materials and location of proposed improvements. The horizontal definition of proposed improvements will be achieved by coordinates and vertical grades based on the datum of the design survey. Coordinates will be shown on the plan and electronic files will be given to the Contractor upon request. Plans include but are not limited to the play area, fitness stations, sport courts, park entrance, pump track, interpretive areas, and trails.
- **Site Enlargement Plans**
 - Site Enlargement Plans at 1" = 20' or 1" = 10' scale to show the proposed improvements type, size, materials, location and vertical grades in more detail. Enlargements include but are not limited to the play area, fitness stations, sport courts, park entrance, pump track, interpretive areas, and trails.
 - **Play Area and Fitness Station Enlargements (2 Sheets)**
Construction plans, elevations, sections and details for the playground and fitness station that define the type, size, material, and location. Precedent images will be provided during 30% design for discussion.
 - **Sport Court (1 Sheet)**
Construction plans, elevations, sections, and details for the basketball and pickleball court that define the type, size, material, and location. Precedent images will be provided during 30% design for discussion.
 - **Pump Track (1 Sheet)**
Conceptual Pump Track layout and details that define the type, size, material, and location. RWD will insert the pump-track footprint and provide key callouts on the Site Plan to include in the milestone package.

Restroom (1 Sheet)

Construction plans, elevations, sections, and details for the restroom that define the type, size, material, and location. Precedent images will be provided during 30% design for discussion.

- **Picnic Shelter (1 Sheet)**

Construction plans, elevations, sections, and details for the picnic shelters that define the type, size, material, and location. Precedent images will be provided during 30% design for discussion.

- **Art and Interpretation (1 Sheet)**

Construction plans, elevations, sections and details for the art and interpretation that define the type, size, material, and location. Precedent images will be provided during 30% design for discussion.

- **Site Furnishings (1 Sheet)**

Construction details for site furnishings defining the type, size, and location. Precedent images will be provided during 30% design for discussion.

- **Site Details**

- Site details for project improvements. Details may include but are not limited to, surfacing, pavement, curbs, walkway and trail cross-sections, structures and walls, signage, fencing, and gates. Structural calculations will be prepared where required.
- Details shall cover all main program elements including but not limited to playground, fitness area, sport courts, pump track, restroom, picnic shelter, site furnishing, and art and interpretation.

- **Grading & Drainage Plans**

- Site grading and drainage plans for the project improvements including proposed contours, spot elevations, and drainage/conveyance structures.
- The grading plan shall also be provided as a Civil 3D AutoCAD file.

- **Grading & Drainage Enlargements**

- Site grading enlargement plans at 1" = 20' or 1" = 10' scale to clearly show the proposed contours, spot elevations, and drainage/conveyance structures in more detail.

- **Cross Sections**

- Project cross sections to clearly show critical proposed profiles and elevations of the project.

- **Grading & Drainage Details**

- Site required construction details for grading and drainage that define the type, size and location of the new infrastructure.

- **Signage & Striping Plan & Details**

- Site plans and construction details for signage throughout the project. This may include, but is not limited to, identity signs, entrance signage, pedestrian directionals, and regulatory signs. Signage will be designed to meet or exceed city, county, state, and federal codes as required.

- **Irrigation Plan & Details**

- Irrigation plan and construction details illustrating location of all irrigation heads, pipe sizing, valves, backflow prevention device, controller, and all elements of a

complete automated irrigation system. RWD will work with Owner to determine preferences for irrigation materials selection.

- **Topsoil & Landscape Plan & Details**
 - Area topsoil and landscape plans and construction details illustrating the location, type and size of soil, plant material, and seeding. Landscape planting will focus on the revegetation of areas disturbed by project improvements. RWD will work with Owner to determine preferences for plant material selections.
- **RWD Deliverables**
 - One PDF drawing set of the design milestone that shall incorporate all subconsultant and prime consultant drawings.

Task 6.2 – 60% Cost Estimate

- RWD will prepare a detailed 60% estimate of probable costs for all project components. Cost items will be organized in cost categories suggested by CSI specification section number. Cost estimate will contain a 15% contingency to be adjusted as warranted.

Task 6.3 – 60% Specifications

- RWD will prepare draft CSI specifications for all sections applicable to the project administration, bid and project specifications.
- RWD will provide draft Division 0, 1 and 2 CSI specifications for the City to review and revise in accordance with City requirements.

Task 6.4 – 60% Design Coordination & Meetings

- **Art & Interpretation Meeting**
 - RWD will conduct two (2) approximate one-hour meetings with Owner to coordinate the direction and details of the art and interpretive design elements for the project.
- **Client Review Meeting**
RWD and the design team will conduct formal review of plans with Owner. RWD requests the attendance of Owner's maintenance staff during project reviews. One (1) approximate one-hour meeting is assumed.

Task 6.5 – 60% Playground Structure, Park Amenity, Restroom, Picnic Shelter, and Pump Track coordination

- RWD will continue coordination with the playground, park amenities, restroom, and picnic shelter manufacturers to confirm selected models, dimensions, installation requirements, and product specifications. Coordination will focus on finalizing layout, grading interfaces, ADA accessibility, and surfacing requirements, as well as integrating structural and utility needs into the broader site design.
- RWD will also advance coordination of electrical, water, and sewer service routing to the restroom and picnic shelter facilities. This includes confirming utility connection points,

service sizes, and coordination with civil and electrical consultants to finalize routing, trenching impacts, and stub-out details. Plumbing fixture requirements

- RWD will coordinate and review the refined conceptual pump-track layout, sections, surfacing details, and cost opinion prepared by American Ramp Company (ARC); reconcile them with site constraints, grading, drainage, and circulation shown on the overall site plan.
- 10 hours will be required at the 60% milestone to complete these coordination efforts.

Phase 6 ALL CONSULTANT Deliverables:

- 60% Plans including civil, electrical and landscape architecture drawings (PDF and CAD Files)
- 60% Cost Estimate (PDF Format)
- 60% Coordination Meeting Notes (Word and PDF Format)
- Preliminary Stormwater Drainage Report and Preliminary SWPPP
- Draft CSI Specifications

Phase 6 TUMWATER Deliverables:

- The City shall review the 60% deliverables and provide comments to RWD for implementation in the next design phase.
- The City shall provide assistance in the playground structure selection.
- The City will provide RWD with the preferred prefabricated restroom and picnic shelters.

Phase 7: 90% PS&E

90% plans, specifications, and estimates will be developed in accordance with the various tasks in this phase. RWD will incorporate all city comments from previous milestones into the into the 90% documents.

Task 7.1 – 90% Plans

The 90% sheet set up includes the following plan types. The plan description is provided in Task 6.1. The number of plan sheets per plan type is shown in parentheses:

- Cover Sheet (1 sheet)
- Notes and Legend Sheet (1 sheet)
- Existing Conditions Plan (1 Sheet)
- Key Sheet (1 Sheet)
- Demolition and TESC Plan (1 Sheet)
- Demolition and TESC Details and Notes (1 Sheet)
- Site Layout and Materials Plans (2 +/- Sheets)
- Site Enlargement Plans (4 +/- Sheets)
- Site Details (9 +/- Sheets)
 - Site details for project improvements. Details may include, but are not limited to, surfacing, pavement, curbs, walkway and trail cross-sections, structures and walls, signage, fencing, and gates.
 - Details shall cover all main program elements including but not limited to playground, fitness area, sports courts, pump track, restroom, picnic shelter, site furnishing, and art and interpretation.
- Grading and Drainage Plans (2 Sheet)
- Grading and Drainage Enlargements (4 Sheets)
- Grading and Drainage Details (2 Sheets)
- Cross Sections (3 Sheets)
 - Trail, pump track, site plan, playground and fitness area cross-sections to clearly show critical proposed profiles and elevations on the project.
- Signage and Striping Plan and Details (2 Sheets)
- Irrigation Plan and Details (3 Sheets)
- Topsoil and Landscape Plan and Details (2 Sheets)
- Utility Plans and Details (2 Sheets)
- Electrical Site Plans and Details (2 Sheets)
- Electrical Floor Plans (2 Sheets)

Task 7.2 – 90% Cost Estimate

RWD will prepare a detailed 90% estimate of probable costs for all project components. Cost items will be organized in cost categories suggested by CSI specification section number. Cost estimate will contain a 10% contingency to be adjusted as warranted.

Task 7.3 – 90% Specifications

- RWD will progress the CSI specifications prepared in the 60% milestone and progress for all sections applicable to the project administration, bid and project specifications. RWD will assemble all documents into a complete project manual.

RWD will address all comments provided by the City.

Task 7.4 – 90% Design Coordination & Meetings

- **Art & Interpretation Meeting**
 - RWD will conduct one (1) approximate one-hour meetings with Owner to coordinate the direction and details of the art and interpretive design elements for the project.
- **Client Review Meeting**
 - RWD and the design team will conduct formal review of plans with Owner. RWD requests the attendance of Owner's maintenance staff during project reviews. One (1) approximate one-hour meeting is assumed.

Task 7.5: Permitting

- RWD will prepare and process all site and building permits associated with the park, park amenities, restrooms and picnic shelters.
- RWD will obtain all necessary structural calculations from the amenities, restroom, and picnic shelter provider required for the building permits.

Task 7.6: Playground Structure, Park Amenity, Restroom, Picnic Shelter Coordination, and Pump Track

- Finalize coordination with the selected manufacturers for all playground equipment, park amenities, restrooms, and picnic shelters to ensure that installation requirements, structural anchoring, utility connections, and construction details are fully integrated into the construction documents. This includes verifying clearances, fall zones, surfacing limits, and grading transitions.
- RWD will complete coordination of all utility services to the restroom and picnic shelter, including electrical, water, and sewer. Final fixture locations, conduit routing, electrical panels, backflow prevention devices, and service sizing will be confirmed in collaboration with civil, structural, and electrical consultants. These components will be reflected in the final PS&E drawings and specifications.
- RWD will coordinate and review the concept pump-track layout, sections, surfacing details, and cost opinion prepared by American Ramp Company (ARC); reconcile them with site constraints, grading, drainage, and circulation shown on the overall site plan.
- RWD anticipates that approximately 6 hours will be required at the 90% milestone to complete these coordination efforts

Phase 7 ALL CONSULTANT Deliverables:

- 90% Plans including civil, electrical and landscape architecture drawings (PDF and CAD Files)
- 90% Cost Estimate (PDF Format)
- 90% Coordination Meeting Notes (Word and PDF Format)
- Final Stormwater Drainage Report and Final SWPPP
- Construction Stormwater General Permit NOI Application
- Draft CSI Specifications and Project Manual

Phase 7 TUMWATER Deliverables:

- The City shall review the 60% deliverables and provide comments to RWD for implementation in the next design phase.
- The City shall provide assistance in the playground structure selection.
- The City will provide RWD with the preferred prefabricated restroom and picnic shelters.

Phase 8: 100% PS&E

100% plans, specifications, and estimates will be developed in accordance with the various tasks in this phase. RWD will incorporate all city comments from previous milestones into the 100% documents.

Task 8.1 – 100% Plans

The 100% sheet set up includes the following plan types. The plan description is provided in Task 6.1. The number of plan sheets per plan type is shown in parentheses:

- Cover Sheet (1 sheet)
- Notes and Legend Sheet (1 sheet)
- Existing Conditions Plan (1 Sheet)
- Key Sheet (1 Sheet)
- Demolition and TESC Plan (1 Sheet)
- Demolition and TESC Details and Notes (1 Sheet)
- Site Layout and Materials Plans (2 +/- Sheets)
- Site Enlargement Plans (4 +/- Sheets)
- Site Details (9 +/- Sheets)
 - Site details for project improvements. Details may include, but are not limited to, surfacing, pavement, curbs, walkway and trail cross-sections, structures and walls, signage, fencing, and gates.
 - Details shall cover all main program elements including but not limited to playground, fitness area, sports courts, pump track, restroom, picnic shelter, site furnishing, and art and interpretation.
- Grading and Drainage Plans (2 Sheet)
- Grading and Drainage Enlargements (4 Sheets)

- Grading and Drainage Details (2 Sheets)
- Cross Sections (3 Sheets)
 - Trail, pump track, site plan, playground and fitness area cross-sections to clearly show critical proposed profiles and elevations on the project.
- Signage and Striping Plan and Details (2 Sheets)
- Irrigation Plan and Details (3 Sheets)
- Topsoil and Landscape Plan and Details (2 Sheets)
- Utility Plans and Details (2 Sheets)
- Electrical Site Plans and Details (2 Sheets)
- Electrical Floor Plans (2 Sheets)

Task 8.2 – 100% Cost Estimate

RWD will prepare a detailed 100% estimate of probable costs for all project components. Cost items will be organized in cost categories suggested by CSI specification section number.

Task 8.3 – 100% Specifications

- RWD will progress and assemble the project manual/specifications prepared in the 90% milestone in preparation of a complete project manual document suitable for project bid.
- RWD will address all comments provided by the City.

Task 8.4 – 100% Design Coordination & Meetings

- **Art & Interpretation Meeting**
 - RWD will conduct one (1) approximate one-hour meetings with Owner to coordinate the direction and details of the art and interpretive design elements for the project.
- **Client Review Meeting**
 - RWD and the design team will conduct formal review of plans with Owner. RWD requests the attendance of Owner's maintenance staff during project reviews.

Task 8.5 - Playground Structure, Park Amenity, Restroom, Picnic Shelter Coordination, and Pump Track

- RWD will verify that all design coordination related to the playground, park amenities, restrooms, and picnic shelter is accurately and completely reflected in the final Plans. This includes confirming all product selections, installation requirements, layout dimensions, utility connections, and structural support details are fully integrated and cross-coordinated across all relevant disciplines.
- RWD will perform a final check of electrical, water, and sewer service plans to ensure utility routing, connection points, service sizes, and component callouts are clearly documented and consistent with consultant input and manufacturer requirements. Final cut sheets and technical data will be incorporated into the specifications package as appropriate.

- RWD will coordinate and review the final conceptual pump-track layout, sections, surfacing details, and cost opinion prepared by American Ramp Company (ARC); reconcile them with site constraints, grading, drainage, and circulation shown on the overall site plan.
- RWD anticipates that approximately 6 hours will be required at the 100% milestone to complete these final coordination and documentation efforts.

Phase 8 ALL CONSULTANT Deliverables:

- 100% Plans including civil, electrical and landscape architecture drawings (PDF and CAD Files)
- 100% Cost Estimate (PDF Format)
- 100% Coordination Meeting Notes (Word and PDF Format)
- Final Stormwater Drainage Report and Final SWPPP
- Construction Stormwater General Permit NOI Application
- Final CSI Specifications and Project Manual

Phase 7 TUMWATER Deliverables:

- The City shall review the 60% deliverables and provide comments to RWD for implementation in the next design phase.
- The City shall provide assistance in the playground structure and fitness equipment selection.
- The City will provide RWD with the preferred prefabricated restroom and picnic shelters.

Phase 9: Bidding and Construction Support Services

The Design Team will assist with bidding services on an “as needed” basis. Tasks may include:

- Plan sheet updates.
- Specification updates
- Email correspondence with the Owner related to technical questions which don’t have plan or specification implications.
- Attendance of the pre-construction conference
- Providing responses to contractor RFIs

Phase 9 Assumptions:

- The Owner will not hold a pre-bid conference.
- No support will be needed in compiling the PS&E and front-end contract documents for advertisement.

- The City will compile and submit all addenda and responses to contractor bid responses to BXWA.
- No support will be needed to compile any bidding addenda for the Conformed Set.

For the purposes of this scope and fee, an estimated fee of \$5,000 has been included.

Phase 10: Pump Track Design – American Ramp Company (ARC)

American Ramp Company (ARC) will provide a four-phase, concept-level pump track design at the 30%, 60%, 90%, and 100% milestones. The scope includes desktop site reconnaissance, geometric layout, preliminary grading and drainage intent, material callouts, and updated cost estimates at each phase. Each submittal includes one round of consolidated comments.

This engagement concludes with the delivery of approved conceptual design documents. Detailed engineering, permitting, and construction-phase services are expressly excluded. However, the final concept drawings will be suitable for bidding and construction by a professional pump track builder.

Phase 10 Assumptions:

- Deliverables stop at concept plan. Plans will show flow arrows and approximate earthwork zones. No spot elevations, contours, or cut/fill calculations.
- ARC will illustrate where runoff goes and recommend pump track-specific drainage strategies. Hydraulic sizing and pipe/network design are by others.
- Surfacing and other materials are shown diagrammatically and will be identified by type.
- One consolidated comment cycle at each milestone. Additional review rounds or major directional changes are treated as extra services.
- Permitting and agency submittals are excluded.
- Scope includes one illustrative perspective; expanded 3-D visuals, animations, or open-house boards can be added for an extra fee.
- Schedule assumes timely feedback. Milestone dates are predicated on receiving consolidated comments within five business days; delays may shift the overall timeline.
- Digital deliverables only. Hard copies or presentation boards are not included unless specifically requested and reimbursed at cost
- No pump rack specific permits will be required.

Task 10.1 – 30% Concept Development

- Attend kickoff with owner & project team to confirm goals, success criteria, budget ceiling, schedule, and data needs
- Desktop site analysis (access, slopes, drainage, spectators, utilities, tree impacts, etc.)
- Single-line layout showing track alignment, entry/exit, staging, and key supporting amenities
- Preliminary cost estimate
- Collect written comments to guide the 60 % update

Task 10.2 – 60% Concept Refinement

- Refined layout and adjust geometry for ride flow, safety clearances, and spectators
- Locate primary drainage features and rough earthwork limits
- Conceptual materials/palettes (surfacing, edging, furnishings)
- Updated cost estimate
- Internal review meeting to confirm direction for 90% package

- Illustrative perspective to convey user experience

Task 10.3 – 90% Concept Plan

- Finalized track alignment with centerlines & key radii noted
- Preliminary grading arrows & drainage narrative (still no construction contours)
- confirm locations for utilities, spectator areas, signage, and ADA routes
- Updated Cost Estimate

Task 10.4 – 100% Final Concept Package

- Final concept plan & graphic set (cleaned, annotated, ready for public display)
- Final cost estimate

ARC Deliverables:

- 30% single-line layout
- 60% refined layout
- 90% preferred layout
- 100% final layout
- One illustrative perspective or section at 60%
- Cost Estimates at 30%, 60%, 90% and 100% milestones.
- CAD and PDF packages delivered at 100 %

(No stamped construction drawings, permitting documents, or construction-phase services are included.)

Figure 1: The bioretention facilities and Public Works facility parking depicted in this exhibit are outside the scope of this project.



		Trails End Park Design & Bidding Services															
		Exhibit B - Project Fees															
		Project Tasks	Subtotal*	RWD								KPFF*	Sage Geotechnical*	Cross Engineers*	ARC		
				Principal/Sr. Landscape Architect		Landscape Architect		Landscape Designer		Administrator		Civil	Geotechnical	Electrical	Pump Track		
				hrs	subtotal	hrs	subtotal	hrs	subtotal	hrs	subtotal						
	Phase 1	Project Management															
1	1.1	30% Project Management	\$ 6,190.00	2	\$ 400.00	42	\$ 5,460.00		\$ -	3	\$ 330.00	\$ -	\$ -	\$ -	\$ -		
2	1.2	60% Project Management	\$ 9,050.00	2	\$ 400.00	64	\$ 8,320.00		\$ -	3	\$ 330.00	\$ -	\$ -	\$ -	\$ -		
3	1.3	90% Project Management	\$ 12,430.00	2	\$ 400.00	90	\$ 11,700.00		\$ -	3	\$ 330.00	\$ -	\$ -	\$ -	\$ -		
4	1.4	100% Project Management	\$ 4,370.00	2	\$ 400.00	28	\$ 3,640.00		\$ -	3	\$ 330.00	\$ -	\$ -	\$ -	\$ -		
5		Subtotal	\$ 32,040.00	8	\$ 1,600.00	224	\$ 29,120.00		-	12	\$ 1,320.00	-	-	-	-		
6																	
7	Phase 2	Geotech Investigation and Report (Sage)															
8	2.1	Geotechnical Investigation & Reporting	\$ 8,030.00		\$ -		\$ -		\$ -		\$ -	\$ -	\$ 8,030.00	\$ -	\$ -		
9		Subtotal	\$ 8,030.00		\$ -		\$ -		\$ -		\$ -	\$ -	\$ 8,030.00	\$ -	\$ -		
10																	
11	Phase 3	Civil Engineering (KPFF)															
12	3.1	Project Management	\$ 550.00		\$ -		\$ -		\$ -		\$ -	\$ 550.00	\$ -	\$ -	\$ -		
13	3.2	30% Design	\$ 4,265.80		\$ -		\$ -		\$ -		\$ -	\$ 4,265.80	\$ -	\$ -	\$ -		
14	3.2	60% Design	\$ 5,651.80		\$ -		\$ -		\$ -		\$ -	\$ 5,651.80	\$ -	\$ -	\$ -		
15	3.2	90% Design	\$ 6,538.40		\$ -		\$ -		\$ -		\$ -	\$ 6,538.40	\$ -	\$ -	\$ -		
16	3.2	100% Design	\$ 3,006.30		\$ -		\$ -		\$ -		\$ -	\$ 3,006.30	\$ -	\$ -	\$ -		
17	3.3	Permitting	\$ 990.00		\$ -		\$ -		\$ -		\$ -	\$ 990.00	\$ -	\$ -	\$ -		
18	3.4	Bid Support	\$ 1,266.10		\$ -		\$ -		\$ -		\$ -	\$ 1,266.10	\$ -	\$ -	\$ -		
19		Subtotal	\$ 22,268.40	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 22,268.40	\$ -	\$ -	\$ -		
20																	
21	Phase 4	Electrical Engineering (Cross)															
22	4.1	Project Management	\$ 660.00		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 660.00	\$ -		
23	4.2	30% Design	\$ 1,430.00		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 1,430.00	\$ -		
24	4.2	60% Design	\$ 1,749.00		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 1,749.00	\$ -		
25	4.2	90% Design	\$ 2,387.00		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 2,387.00	\$ -		
26	4.2	100% Design	\$ 1,045.00		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 1,045.00	\$ -		
27		Subtotal	\$ 7,271.00											\$ 7,271.00			
28																	
29	Phase 5	30% PS&E															
30		30% Plans															
31	5.1	Cover Sheet - 1 sheet	\$ 680.00		\$ -	2	\$ 260.00	4	\$ 420.00		\$ -	\$ -	\$ -	\$ -	\$ -		
32	5.1	Notes & Legend Sheet - 1 sheet	\$ 940.00		\$ -	4	\$ 520.00	4	\$ 420.00		\$ -	\$ -	\$ -	\$ -	\$ -		
33	5.1	Site Layout & Materials Plan - 1 sheet	\$ 2,860.00	2	\$ 400.00	6	\$ 780.00	16	\$ 1,680.00		\$ -	\$ -	\$ -	\$ -	\$ -		
34	5.1	Play Area & Fitness Station Plan - 2 sheets	\$ 2,440.00	2	\$ 400.00	6	\$ 780.00	12	\$ 1,260.00		\$ -	\$ -	\$ -	\$ -	\$ -		
35	5.1	Sport Court - 1 sheets	\$ 2,440.00	2	\$ 400.00	6	\$ 780.00	12	\$ 1,260.00		\$ -	\$ -	\$ -	\$ -	\$ -		

		Trails End Park Design & Bidding Services													
		Exhibit B - Project Fees													
		Project Tasks	Subtotal*	RWD								KPFF*	Sage Geotechnical*	Cross Engineers*	ARC
				Principal/Sr. Landscape Architect		Landscape Architect		Landscape Designer		Administrator		Civil	Geotechnical	Electrical	Pump Track
				hrs	subtotal	hrs	subtotal	hrs	subtotal	hrs	subtotal				
36	5.1	Pump Track - 1 sheets	\$ 680.00		\$ -	2	\$ 260.00	4	\$ 420.00		\$ -	\$ -	\$ -	\$ -	\$ -
37	5.1	Restroom - 1 sheet	\$ 2,300.00		\$ -	8	\$ 1,040.00	12	\$ 1,260.00		\$ -	\$ -	\$ -	\$ -	\$ -
38	5.1	Picnic Shelter - 1 sheet	\$ 2,300.00		\$ -	8	\$ 1,040.00	12	\$ 1,260.00		\$ -	\$ -	\$ -	\$ -	\$ -
39	5.1	Site Furnishing - 1 sheet	\$ 1,880.00		\$ -	8	\$ 1,040.00	8	\$ 840.00		\$ -	\$ -	\$ -	\$ -	\$ -
40	5.1	Utility Plans & Details - 2 sheets (cost in Phase 3)	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
41	5.1	Electrical Site Plans & Details - 2 sheets (cost in Phase 4)	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
42		30% Cost Estimate					\$ -		\$ -						
43	5.2	Cost Estimate	\$ 1,980.00		\$ -	12	\$ 1,560.00	4	\$ 420.00		\$ -	\$ -	\$ -	\$ -	\$ -
44		30% Specifications					\$ -		\$ -						
45	5.3	Specification Outline	\$ 780.00		\$ -	6	\$ 780.00		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
46		30% Design Coordination & Meetings					\$ -		\$ -						
47	5.4	30% Design Coordination & Meetings	\$ 260.00		\$ -	2	\$ 260.00		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
48		30% Playground Structure, Park Amenity, Restroom and Picnic Shelter Coordination					\$ -		\$ -						
49	5.5	30% Playground Structure, Park Amenity, Restroom, Picnic Shelter, and Pump Track Coordination	\$ 1,510.00		\$ -	10	\$ 1,300.00	2	\$ 210.00		\$ -	\$ -	\$ -	\$ -	\$ -
50		30% Design Subtotal	\$ 21,050.00	6	\$ 1,200.00	80	\$ 10,400.00	90	\$ 9,450.00	-	\$ -	\$ -	\$ -	\$ -	\$ -
52															
53	Phase 6	60% PS&E													
54		60% Plans													
55	6.1	Cover Sheet - 1 sheet	\$ 235.00		\$ -	1	\$ 130.00	1	\$ 105.00		\$ -	\$ -	\$ -	\$ -	\$ -
56	6.1	Notes & Legend Sheet - 1 sheet	\$ 340.00		\$ -	1	\$ 130.00	2	\$ 210.00		\$ -	\$ -	\$ -	\$ -	\$ -
57	6.1	Existing Conditions - 1 sheet	\$ 210.00		\$ -		\$ -	2	\$ 210.00		\$ -	\$ -	\$ -	\$ -	\$ -
58	6.1	Key Sheet - 1 sheet	\$ 680.00		\$ -	2	\$ 260.00	4	\$ 420.00		\$ -	\$ -	\$ -	\$ -	\$ -
59	6.1	Demolition & TESC Plan - 1 sheets	\$ 1,880.00		\$ -	8	\$ 1,040.00	8	\$ 840.00		\$ -	\$ -	\$ -	\$ -	\$ -
60	6.1	Demolition & TESC Details & Notes - 1 sheets	\$ 1,460.00		\$ -	8	\$ 1,040.00	4	\$ 420.00		\$ -	\$ -	\$ -	\$ -	\$ -
61	6.1	Site Layout & Materials Plan - 2 sheets	\$ 3,760.00		\$ -	16	\$ 2,080.00	16	\$ 1,680.00		\$ -	\$ -	\$ -	\$ -	\$ -
62	6.1	Site Enlargement Plans - 4 sheets	\$ 2,880.00		\$ -	6	\$ 780.00	20	\$ 2,100.00		\$ -	\$ -	\$ -	\$ -	\$ -
63	6.1	Site Details - 9 sheets	\$ 4,920.00		\$ -	12	\$ 1,560.00	32	\$ 3,360.00		\$ -	\$ -	\$ -	\$ -	\$ -
64	6.1	Grading & Drainage Plan - 2 sheets	\$ 4,600.00		\$ -	16	\$ 2,080.00	24	\$ 2,520.00		\$ -	\$ -	\$ -	\$ -	\$ -
65	6.1	Grading & Drainage Enlargements - 4 sheets	\$ 4,080.00		\$ -	12	\$ 1,560.00	24	\$ 2,520.00		\$ -	\$ -	\$ -	\$ -	\$ -
66	6.1	Grading & Drainage Details - 2 sheets	\$ 2,720.00		\$ -	8	\$ 1,040.00	16	\$ 1,680.00		\$ -	\$ -	\$ -	\$ -	\$ -
67	6.1	Cross Sections - 3 sheets	\$ 2,720.00		\$ -	8	\$ 1,040.00	16	\$ 1,680.00		\$ -	\$ -	\$ -	\$ -	\$ -
68	6.1	Signage & Striping Plan & Details - 2 sheets	\$ 2,720.00		\$ -	8	\$ 1,040.00	16	\$ 1,680.00		\$ -	\$ -	\$ -	\$ -	\$ -
69	6.1	Irrigation Plan & Details - 3 sheets	\$ 4,080.00		\$ -	12	\$ 1,560.00	24	\$ 2,520.00		\$ -	\$ -	\$ -	\$ -	\$ -
70	6.1	Topsoil & Landscape Plan & Details - 2 sheets	\$ 2,300.00		\$ -	8	\$ 1,040.00	12	\$ 1,260.00		\$ -	\$ -	\$ -	\$ -	\$ -
71	6.1	Utility Plans & Details - 2 sheets (cost in Phase 3)	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -

		Trails End Park Design & Bidding Services													
		Exhibit B - Project Fees													
		Project Tasks	Subtotal*	RWD								KPFF*	Sage Geotechnical*	Cross Engineers*	ARC
				Principal/Sr. Landscape Architect		Landscape Architect		Landscape Designer		Administrator		Civil	Geotechnical	Electrical	Pump Track
				hrs	subtotal	hrs	subtotal	hrs	subtotal	hrs	subtotal				
72	6.1	Electrical Plans & Details - 4 sheets (cost in Phase 4)	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
73		60% Cost Estimate													
74	6.2	Cost Estimate	\$ 1,760.00	2	\$ 400.00	4	\$ 520.00	8	\$ 840.00		\$ -	\$ -	\$ -	\$ -	\$ -
75		60% Specifications													
76	6.3	Draft Specifications	\$ 2,480.00	2	\$ 400.00	16	\$ 2,080.00		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
77		60% Design Coordination & Meetings					\$ -		\$ -						
78	6.4	60% Design Coordination & Meetings	\$ 390.00		\$ -	3	\$ 390.00		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
79		60% Playground Structure, Park Amenity, Restroom and Picnic Shelter Coordination					\$ -		\$ -						
80	6.5	60% Playground Structure, Park Amenity, Restroom, Picnic Shelter, and Pump Track Coordination	\$ 1,250.00		\$ -	8	\$ 1,040.00	2	\$ 210.00		\$ -	\$ -	\$ -	\$ -	\$ -
81		60% Design Subtotal	\$ 45,465.00	4	\$ 800.00	157	\$ 20,410.00	231	\$ 24,255.00	-	\$ -	\$ -	\$ -	\$ -	\$ -
83															
84	Phase 7	90% PS&E													
85		90% Plans													
86	7.1	Cover Sheet - 1 sheet	\$ 235.00		\$ -	1	\$ 130.00	1	\$ 105.00		\$ -	\$ -	\$ -	\$ -	\$ -
87	7.1	Notes & Legend Sheet - 1 sheet	\$ 235.00		\$ -	1	\$ 130.00	1	\$ 105.00		\$ -	\$ -	\$ -	\$ -	\$ -
88	7.1	Existing Conditions - 1 sheet	\$ 235.00		\$ -	1	\$ 130.00	1	\$ 105.00		\$ -	\$ -	\$ -	\$ -	\$ -
89	7.1	Key Sheet - 1 sheet	\$ 470.00		\$ -	2	\$ 260.00	2	\$ 210.00		\$ -	\$ -	\$ -	\$ -	\$ -
90	7.1	Demolition & TESC Plan - 1 sheets	\$ 1,360.00		\$ -	4	\$ 520.00	8	\$ 840.00		\$ -	\$ -	\$ -	\$ -	\$ -
91	7.1	Demolition & TESC Details & Notes - 1 sheets	\$ 990.00		\$ -	6	\$ 780.00	2	\$ 210.00		\$ -	\$ -	\$ -	\$ -	\$ -
92	7.1	Site Layout & Materials Plan - 2 sheets	\$ 3,300.00		\$ -	6	\$ 780.00	24	\$ 2,520.00		\$ -	\$ -	\$ -	\$ -	\$ -
93	7.1	Site Enlargement Plans - 4 sheets	\$ 2,880.00		\$ -	6	\$ 780.00	20	\$ 2,100.00		\$ -	\$ -	\$ -	\$ -	\$ -
94	7.1	Site Details - 9 sheets	\$ 2,620.00		\$ -	4	\$ 520.00	20	\$ 2,100.00		\$ -	\$ -	\$ -	\$ -	\$ -
95	7.1	Grading & Drainage Plan - 2 sheets	\$ 3,560.00		\$ -	8	\$ 1,040.00	24	\$ 2,520.00		\$ -	\$ -	\$ -	\$ -	\$ -
96	7.1	Grading & Drainage Enlargements - 4 sheets	\$ 3,560.00		\$ -	8	\$ 1,040.00	24	\$ 2,520.00		\$ -	\$ -	\$ -	\$ -	\$ -
97	7.1	Grading & Drainage Details - 2 sheets	\$ 1,520.00		\$ -	2	\$ 260.00	12	\$ 1,260.00		\$ -	\$ -	\$ -	\$ -	\$ -
98	7.1	Cross Sections - 3 sheets	\$ 1,520.00		\$ -	2	\$ 260.00	12	\$ 1,260.00		\$ -	\$ -	\$ -	\$ -	\$ -
99	7.1	Signage & Striping Plan & Details - 2 sheets	\$ 1,620.00		\$ -	6	\$ 780.00	8	\$ 840.00		\$ -	\$ -	\$ -	\$ -	\$ -
100	7.1	Irrigation Plan & Details - 3 sheets	\$ 2,200.00		\$ -	4	\$ 520.00	16	\$ 1,680.00		\$ -	\$ -	\$ -	\$ -	\$ -
101	7.1	Topsoil & Landscape Plan & Details - 2 sheets	\$ 1,360.00		\$ -	4	\$ 520.00	8	\$ 840.00		\$ -	\$ -	\$ -	\$ -	\$ -
102	7.1	Utility Plans & Details - 2 sheets (cost in Phase 3)													
103	7.1	Electrical Plans & Details - 4 sheets (cost in Phase 4)													
104		90% Cost Estimate													
105	7.2	Cost Estimate	\$ 2,920.00		\$ -	16	\$ 2,080.00	8	\$ 840.00		\$ -	\$ -	\$ -	\$ -	\$ -
106		90% Specifications													
107	7.3	Specifications/Project Manual	\$ 3,280.00		\$ -	12	\$ 1,560.00	8	\$ 840.00	8	\$ 880.00	\$ -	\$ -	\$ -	\$ -

		Trails End Park Design & Bidding Services													
		Exhibit B - Project Fees													
		Project Tasks	Subtotal*	RWD								KPFF*	Sage Geotechnical*	Cross Engineers*	ARC
				Principal/Sr. Landscape Architect		Landscape Architect		Landscape Designer		Administrator		Civil	Geotechnical	Electrical	Pump Track
				hrs	subtotal	hrs	subtotal	hrs	subtotal	hrs	subtotal				
108		90% Design Coordination & Meetings					\$ -		\$ -						
109	7.4	90% Design Coordination & Meetings	\$ 260.00		\$ -	2	\$ 260.00		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
110		Permitting													
111	7.5	Permitting	\$ 8,120.00	2	\$ 400.00	40	\$ 5,200.00	24	\$ 2,520.00		\$ -	\$ -	\$ -	\$ -	\$ -
112		90% Playground Structure, Park Amenity, Restroom and Picnic Shelter Coordination					\$ -		\$ -						
113	7.6	90% Playground Structure, Park Amenity, Restroom, Picnic Shelter, and Pump Track Coordination	\$ 730.00		\$ -	4	\$ 520.00	2	\$ 210.00		\$ -	\$ -	\$ -	\$ -	\$ -
114		90% Design Subtotal	\$ 42,975.00	2	\$ 400.00	139	\$ 18,070.00	225	\$ 23,625.00	8	\$ 880.00	\$ -	\$ -	\$ -	\$ -
116															
117	Phase 8	100% PS&E													
118		100% Plans													
119	8.1	Cover Sheet - 1 sheet	\$ 105.00		\$ -		\$ -	1	\$ 105.00		\$ -	\$ -	\$ -	\$ -	\$ -
120	8.1	Notes & Legend Sheet - 1 sheet	\$ 340.00		\$ -	1	\$ 130.00	2	\$ 210.00		\$ -	\$ -	\$ -	\$ -	\$ -
121	8.1	Existing Conditions - 1 sheet	\$ 235.00		\$ -	1	\$ 130.00	1	\$ 105.00		\$ -	\$ -	\$ -	\$ -	\$ -
122	8.1	Key Sheet - 1 sheet	\$ 235.00		\$ -	1	\$ 130.00	1	\$ 105.00		\$ -	\$ -	\$ -	\$ -	\$ -
123	8.1	Demolition & TESC Plan - 1 sheets	\$ 680.00		\$ -	2	\$ 260.00	4	\$ 420.00		\$ -	\$ -	\$ -	\$ -	\$ -
124	8.1	Demolition & TESC Details & Notes - 1 sheets	\$ 680.00		\$ -	2	\$ 260.00	4	\$ 420.00		\$ -	\$ -	\$ -	\$ -	\$ -
125	8.1	Site Layout & Materials Plan - 2 sheets	\$ 1,520.00		\$ -	2	\$ 260.00	12	\$ 1,260.00		\$ -	\$ -	\$ -	\$ -	\$ -
126	8.1	Site Enlargement Plans - 4 sheets	\$ 1,100.00		\$ -	2	\$ 260.00	8	\$ 840.00		\$ -	\$ -	\$ -	\$ -	\$ -
127	8.1	Site Details - 9 sheets	\$ 2,200.00		\$ -	4	\$ 520.00	16	\$ 1,680.00		\$ -	\$ -	\$ -	\$ -	\$ -
128	8.1	Grading & Drainage Plan - 2 sheets	\$ 1,780.00		\$ -	4	\$ 520.00	12	\$ 1,260.00		\$ -	\$ -	\$ -	\$ -	\$ -
129	8.1	Grading & Drainage Enlargements - 4 sheets	\$ 1,780.00		\$ -	4	\$ 520.00	12	\$ 1,260.00		\$ -	\$ -	\$ -	\$ -	\$ -
130	8.1	Grading & Drainage Details - 2 sheets	\$ 1,100.00		\$ -	2	\$ 260.00	8	\$ 840.00		\$ -	\$ -	\$ -	\$ -	\$ -
131	8.1	Cross Sections - 3 sheets	\$ 1,100.00		\$ -	2	\$ 260.00	8	\$ 840.00		\$ -	\$ -	\$ -	\$ -	\$ -
132	8.1	Signage & Striping Plan & Details - 2 sheets	\$ 1,100.00		\$ -	2	\$ 260.00	8	\$ 840.00		\$ -	\$ -	\$ -	\$ -	\$ -
133	8.1	Irrigation Plan & Details - 3 sheets	\$ 1,520.00		\$ -	2	\$ 260.00	12	\$ 1,260.00		\$ -	\$ -	\$ -	\$ -	\$ -
134	8.1	Topsoil & Landscape Plan & Details - 2 sheets	\$ 1,100.00		\$ -	2	\$ 260.00	8	\$ 840.00		\$ -	\$ -	\$ -	\$ -	\$ -
135	8.1	Utility Plans & Details - 2 sheets (cost in Phase 3)													
136	8.1	Electrical Plans & Details - 4 sheets (cost in Phase 4)													
137		100% Cost Estimate													
138	8.2	Cost Estimate	\$ 1,340.00	2	\$ 400.00	4	\$ 520.00	4	\$ 420.00		\$ -	\$ -	\$ -	\$ -	\$ -
139		100% Specifications													
140	8.3	Specifications/Project Manual	\$ 3,560.00		\$ -	24	\$ 3,120.00		\$ -	4	\$ 440.00	\$ -	\$ -	\$ -	\$ -
141		90% Design Coordination & Meetings					\$ -		\$ -						
142	8.4	90% Design Coordination & Meetings	\$ 390.00		\$ -	3	\$ 390.00		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -

		Trails End Park Design & Bidding Services													
		Exhibit B - Project Fees													
		Project Tasks	Subtotal*	RWD								KPFF*	Sage Geotechnical*	Cross Engineers*	ARC
				Principal/Sr. Landscape Architect		Landscape Architect		Landscape Designer		Administrator		Civil	Geotechnical	Electrical	Pump Track
				hrs	subtotal	hrs	subtotal	hrs	subtotal	hrs	subtotal				
143		100% Playground Structure, Park Amenity, Restroom and Picnic Shelter Coordination					\$ -		\$ -						
144	8.6	100% Playground Structure, Park Amenity, Restroom, Picnic Shelter, and Pump Track Coordination	\$ 730.00		\$ -	4	\$ 520.00	2	\$ 210.00		\$ -	\$ -	\$ -	\$ -	\$ -
145		100% Design Subtotal	\$ 22,595.00	2	\$ 400.00	68	\$ 8,840.00	123	\$ 12,915.00	4	\$ 440.00	\$ -	\$ -	\$ -	\$ -
147	Phase 9														
148		Bidding & Construction Support Services													
149	Bid	Bidding Support - RWD (KPFF cost in Task 3)	\$ 5,000.00		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
150		Bidding Service Subtotal	\$ 5,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
151															
152	Phase 10	Pump Track Design													
153	10.1	30% Design	\$ 2,090.00		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ 2,090.00
154	10.2	60% Design	\$ 3,657.50		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ 3,657.50
155	10.3	90% Design	\$ 2,612.50		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ 2,612.50
156	10.4	100% Design	\$ 2,090.00		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ 2,090.00
157		Subtotal	\$ 10,450.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ 10,450.00
158															
159		Professional Services Subtotal	\$ 217,144.40	22	\$ 4,400.00	668	\$ 86,840.00	669	\$ 70,245.00	24	\$ 2,640.00	\$ 22,268.40	\$ 8,030.00	\$ 7,271.00	\$ 10,450.00
160		Reimbursable Direct Expenses	\$ 1,000.00												
161		Professional Services Total	\$ 218,144.40												
162		Management Reserve (not inlcuded in total budget)	\$ 30,000.00												
163		Professional Services as % of Project Budget	5%												

Exhibit C: Schedule of Pay Rates**Trails End Park**

Published: 8/4/2025

RWD Landscape Architects (Prime Consultant)	
Labor Classification	Pay Rate
Senior Landscape Architect	\$200.00
Landscape Architect/ PM	\$130.00
Landscape Designer	\$105.00
Office Manager	\$110.00
KPFF Engineering (Civil Engineering Subconsultant)	
Labor Classification	Pay Rate
Associate Engineer	\$211.00
Project Manager	\$172.00
Project Engineering	\$133.00
Project Cost Accountant	\$133.00
Admin	\$104.00
Cross Engineers (Electrical Engineering Subconsultant)	
Labor Classification	Pay Rate
Engineer I (PE)	\$175.00
Engineer/Designer	\$157.00
CAD Drafter	\$105.00
Administrator	\$95.00
Sage Geotechnical (Geotechnical Subconsultant)	
Labor Classification	Pay Rate
Principal Engineer	\$204.33
Senior Engineer	\$168.28
Assistant Project Manager	\$132.20
Staff Engineer	\$100.00
Technician	\$80.00
American Ramp Company (Pump Track Subconsultant)	
Labor Classification	Billing Rate
Project Manager	\$180.00
Lead Designer	\$144.00
CADD Drafter	\$108.00
Design Coordinator	\$84.00

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT
TRAILS END PARK MASTER PLAN**

THIS AGREEMENT is made and entered into in duplicate this 8th day of March, 2023, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and ROBERT W. DROLL, LANDSCAPE ARCHITECT, P.S., a Washington professional service corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

The Project shall begin no earlier than March 1, 2023, and shall be completed no later than December 31, 2024. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

SERVICE PROVIDER AGREEMENT – Trails End Park Master Plan - Page 1 of 10

3. TERMINATION.

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

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **Thirty Eight Thousand One Hundred Four Dollars and 00/100 (\$38,104.00)** as reflected in Exhibit "B" Plan Fee.

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

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

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the

SERVICE PROVIDER AGREEMENT – Trails End Park Master Plan - Page 2 of 10

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

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

SERVICE PROVIDER AGREEMENT – Trails End Park Master Plan - Page 3 of 10

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

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

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

8. INSURANCE.

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

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

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

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

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

SERVICE PROVIDER AGREEMENT – Trails End Park Master Plan - Page 4 of 10

aggregate limit.

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

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

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

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

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

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

*** Signatures on Following Page ***

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

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

DocuSigned by:
Chuck Denny
626BD4D97C8E4C9

CHUCK DENNY
Parks and Recreation Director

SERVICE PROVIDER:

ROBERT W. DROLL, LANDSCAPE
ARCHITECT, P.S.
4405 7th Avenue SE, Suite 203
Lacey, WA 98503-1055
Tax ID #: 601-424-147
Phone: 360-292-7230

Heidi Droll

Signature (Notarized – see below)

Printed Name: Heidi Droll

Title: Vice President

APPROVED AS TO FORM:

DocuSigned by:
Karen Kirkpatrick
9C2747F30AD6419

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that Heidi Droll (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 Vice President (title) of Robert W Droll Landscape (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: March 3 2023

[Signature]
Notary Public in and for the State of Washington,
My appointment expires: July 9 2024

Exhibit A

Scope of Services

Trails End Park Master Plan

Scope of Work

This assignment includes the work to be performed by Robert W. Droll, Landscape Architect, PS, (hereinafter RWD) for the Trails End Park Master Plan (hereinafter Project), for the City of Tumwater (hereinafter Owner). Professional Services include a public engagement plan, Site Analysis, Schematic Master Plans, Decision Matrix, the Preferred Master Plan, and an Estimate of Probable Capital Cost.

It is understood this Master Plan work is the first step towards the Final Design and Construction implementation of Trails End Park Master Plan improvements, however Phase 1 Design will be by amendment to this contract.

Project Goal

To develop Trails End Park as a Neighborhood Park which are generally designed to focus on informal active and passive recreation needs of all ages within a given neighborhood. They are often a focus of neighborhood identity and gathering places for the neighborhood residents. Facilities might include playgrounds, areas for picnicking/ neighborhood events and/or activities, game fields or courts, parking spaces, shelters, bike racks and trail connections.

Basis of Proposal

This Scope of Services and Fee Proposal are based upon written and verbal communications with Don Carney, PE, Capital Project Manager, Chuck Denney, Parks and Recreation Director, and previous visits to the Project Site.

RWD Project Team

Robert W. Droll, ASLA, Project Manager
Ann Dingthonsai, Landscape Architect
Paul Miller, Landscape Technician
Ben Enfield, PE, Project Civil Engineer (KPFF)

Scope of Services

RWD will provide the Scope of Services as defined herein.

Task 1 Master Plan

Task 1.01 Site Analysis

The Owner has provided a Design Survey to RWD. RWD will visit site with survey in hand to confirm if any additional survey is necessary and to document site features not shown. RWD will visit site with Owner to further understand the site conditions. Additional Design Survey scope and fees, if needed, will be included in a subsequent Design Phase amendment.

Task 1.02 Program Element Range Definition

Owner and RWD will examine the range, type, size, and approximate location of neighborhood park program elements. Owner and RWD will define the program mix that will compose the 3 Master Plan Options. This will occur during an in-person meeting with Mr. Carney and Mr. Denney. RWD will prepare a Program Element list for each Master Plan Option as a result of this meeting.

Task 1.03 Generate 3 Master Plan Options

RWD will generate 3 sketch level master plan options for Owner review. Owner will have one week to redline options after which RWD will document the options in ACAD. KPFF will provide utilities connections for each option. The Master Plan Options will be prepared in ACAD and presented over the aerial photo. These Options will not be colored and rendered.

Task 1.04 Provide Cost Estimates

RWD will prepare a detailed itemized Estimate of Capital Cost for each of the 3 Master Plan Options, however it is understood the estimates will reflect the design maturity of the Project. Estimates will include construction cost items, taxes, contingency, A/E services, and escalation to the construction year.

Task 1.05 Park and Recreation Commission Review

RWD will help the Park and Recreation Commission review and become familiar with the Master Plan Options. RWD will discuss the Public Open Houses' goals, protocol, and intended outcomes with the Commission. Volunteers for Stations will be sought.

Task 1.06 Public Open House 1: Master Plan Options

RWD will prepare the materials for Public Open House 1. There will be four stations at the Open House, each will be staffed by a Parks Commissioner. Station 1 is the introductory station whereby the park planning process and schedule will be explained. Stations 2, 3, and 4 will be where the Master Plan Options are explained by the Park Commissioners. For each Master Plan Option Station, 2 boards will be produced. The first board will show the Design Survey, aerial photo, and the Master Plan Option lays out onto the site. The second board will illustrate photo images (Image Board) of some of the major park features. The colored and rendered boards will measure 36" by 48" and mounted on foam core board. The Park Commissioners will describe the advantages and disadvantages of the Master Plan Option at these Stations. Staff and RWD will "roam" and help the Public with understanding the Master Plan Options. Public participants will be given one green dot sticker serving as their one vote for their preferred plan. The Public will be given the opportunity to write down their comments on their preferences and opinions for each Master Plan option and selected Master Plan features. No public presentation is included.

Task 1.07 Decision Matrix

RWD will prepare Master Plan Evaluation Criteria and Scoring Definitions for each Evaluation Criteria. All Scoring will range from Poor, Fair, Good & Excellent for each Evaluation Criteria. Each Scoring Definition will be prepared by RWD. RWD will prepare a Decision Matrix that will be used to evaluate how each of the Master Plans fulfill the Project Goal.

Task 1.08 Park and Recreation Commission Review

The Commission will discuss and evaluate each option through the lens of the Decision Matrix and select the Preferred Master Plan.

Task 1.09 Preferred Master Plan Option Refinement, Phased Master Plan & Master Plan Cost per Phase

Based upon the Owner's written direction, RWD will revise the Preferred Master Plan graphic and capital cost. Owner and RWD will determine the phasing of the Preferred Master Plan. RWD will prepare the Phasing Plan graphic and capital cost per phase. Estimates will include construction cost items, taxes, contingency, A/E services, and escalation to the construction year.

Task 1.10 Maintenance Costs per Master Plan Phase

RWD will prepare the maintenance cost for each project phase.

Task 1.11 Public Open House 2: Preferred Master Plan Refinement & Cost

RWD will prepare the materials for Public Open House 2. There will be 3 stations at the Open House, each will be staffed by a Parks Commissioner. Station 1 is the introductory station whereby the park planning process and schedule will be explained. Station 2 will focus on the Preferred Master and will be supported by 2 boards. The first board will show the Design Survey, aerial photo, and the Master Plan Option laid out onto the site. The second board will illustrate photo images (Image Board) of some of the major park features in the Preferred Option. The boards will measure 36" by 48". Station 3 will focus on the Phasing Plan. Staff and RWD will "roam" and help the Public with understanding and justifications for the Master Plan. The Public will be given the opportunity to write down their comments.

Task 1.12 Master Plan Deliverables

Master Plan deliverables include the following in hardcopy and electronic form; colored and rendered Master Plan (15% Design), Phasing Plan, and Estimate of Probable Costs by Phase.

Task 1.13 PreSubmission Conference

RWD will prepare for and attend the PreSubmission Conference.

Task 1.14 Master Plan Adoption by City Council

Owner will present Master Plan to Tumwater City Council and to gain Council adoption.

Task 1.15 Project Management

Manage the project progress & direction, communications with Owner, review items provided by others, provide project administration. It is assumed RWD will have minor interaction with the public works and transportation improvements.

Additional Services, Excluded Services

Specific items that are not within the scope of work/services include, but are not limited to, the following. It is understood these professional services, and others, could be added at a future date.

- Written Master Plan Report
- Permitting, SEPA, other than defined herein
- Demand analysis/economic modeling
- Design Development, Construction Documents or Proposed Design of any on or off-site improvements or building improvements. Design, Permitting, and Construction Services will be provided through a Contract Amendment at a later date.
- Any planning, design, and public engagement work other than defined herein
- Legal Descriptions of easements, Rights-of-Ways, etc.
- Involvement with City Council Briefing and Adoption process
- Wildlife and archaeological investigations
- Web-site preparation and hosting, visual impact analysis, photo-simulations, perspective character sketches
- Noise studies, light studies, air quality studies
- Public Meetings, neighborhood meetings, Hearing Examiner meetings, etc. other than stated herein
- Public Survey preparation and hosting, results compilation
- Environmental Assessments
- Traffic Impact Analysis & Parking Generation Analysis

Professional Fee

Professional Fees to accomplish the Scope of Services is shown on Exhibit B and the Owner's Service Provider Agreement. RWD will perform the Scope of Services on a Lump Sum, Not-to-Exceed Basis. RWD will invoice monthly for work performed.

Direct Expenses

RWD has allocated a budget for Direct Expenses such as plots, copies, mailings, lodging, and typical business-related direct expenses. Direct expenses incurred through outside resources will be directly invoiced plus ten percent.

Owner's Responsibilities

Owner shall provide the following information or services as required for performance of the work. RWD assumes no responsibility for the accuracy of such information or services and shall not be liable for errors and omissions therein. Should RWD be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- Owner will provide ACAD files of Owner's parking and transportation improvements to RWD.
- Virtual meetings will be organized, scheduled, and reserved by Owner through a recognized meeting program such as Teams, Zoom, or GoToMeeting. Public notices will be provided by Owner.

- Electronic files in ACAD format of existing conditions (Design Survey)
- Operational and maintenance access requirements of Public Works and the Fire Department
- Existing Geotechnical Reports
- Providing the necessary COVID 19 protocols
- Typed up meeting notes from RWD and the Owner
- Administrative processing and fee payment for all permitting
- Existing as-built site engineering and utility base information.

612 Woodland Square Loop SE, Suite 100 Lacey, WA 98503 360.292.7230 kpff.com



February 8, 2023

Bob Droll, President
RWD Landscape Architects
4405 7th Avenue SE, Suite 203
Lacey, WA 98503

Subject: Trails End Park
Civil Engineering for Master Plan Phase

Dear Bob:

Thank you for the opportunity to present you with this proposal. KPFF is pleased to provide you with the following scope of work, for civil engineering services for the Master Plan Phase of the City of Tumwater Trails End Park project.

PROJECT UNDERSTANDING

Based on discussions with you, the task list provided on 1-11-2023, and the scope updates provided 2-6-2023, it is KPFF's understanding that the Key Elements of this project that you are asking of KPFF include the following:

- Preparation of site utility improvements for three master plan site improvement options
- Assistance with cost estimating for utility improvements for three master plan site improvement options.

ITEMS PROVIDED BY OTHERS

The following items may be needed to support this phase of the project. KPFF Assumes these items will be provided by others:

- Geotechnical Engineering
- Topographic Survey
- Traffic Impact Analysis (if needed)

SCOPE OF WORK

The following scope of work has been prepared for this project:

TASK 1 – UTILITY DESIGN AND COST ESTIMATING FOR MASTER PLAN PHASE

KPFF will support this review process by assisting with the following effort:

- 1.1 Review existing utility locations (water, sewer, & electrical) available on the property and in the adjacent rights-of-way.
- 1.2 Prepare conceptual utility exhibits showing onsite water, sewer, and electrical improvements for the three site plan options prepared by RWD.

RWD Landscape Architects
February 8, 2023
Page 2

- 1.3 Provide Engineers Estimate of Probable Construction Costs for utility components of the three site plan options.
- 1.4 Refine utility design for the selected preferred option.
- 1.5 Prepare a Utility Memo documenting options for water, sewer, and electrical service for the preferred option.
- 1.6 Provide utility improvement phasing design and phasing cost information for the preferred plan option.

ASSUMPTIONS/EXCLUSIONS

In addition to any assumptions previously made in this proposal, the following assumptions have been made in preparation of this scope of work:

1. Any scope of work requested or required that is not specifically identified in one of the tasks above may be considered an additional service. Prior to completing any such work, KPFF will discuss with you the need and impact on the scope and fee.
2. KPFF will be allowed access to the site during the course of the project.
3. All submittal, application fees, mitigation fees, etc. are of the responsibility of others.
4. No site grading or earthwork quantity calculations are included in this scope of work.
5. No septic design is anticipated with this scope. It is assumed that park improvements will be connected to city sewer.
6. No stormwater design or stormwater mitigation analysis is included in this scope of work. A stormwater report will not be needed or prepared for the Master Plan phase.
7. Electrical information will be conceptual in regard to service location and improvements served. No detailed electrical design is proposed.
8. KPFF will provide CAD exhibits, linework, or PDF markups to RWD for final drafting. RWD will prepare the submittal plan sheets.
9. KPFF will not attend any public meetings or Park meetings.

SCHEDULE

KPFF to work with RWD to meet all project deliverables within the preliminary schedule provided by RWD.

FEES

We propose to provide the above services for a lump-sum fee in accordance with the attached Terms and Conditions.

Task 1 –Utility Design and Cost Estimating for Master Plan Phase	\$6,640
Total	<u>\$6,640</u>

See attached Exhibit B with a breakdown of fee per provided task numbers.

RWD Landscape Architects
February 8, 2023
Page 3

We look forward to supporting you and your team on a successful and rewarding project. If this proposal meets with your approval, please sign below, and return one copy for our records. If you have any questions or comments, please call me at (360) 292-7230 or email me at ben.enfield@kpff.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Ben E. Enfield".

Ben Enfield, PE
Associate, Civil Engineer

BEE

Enclosure

Approved: _____ Date: _____
RWD Landscape Architects

Exhibit B - Trails End Park Master Plan Fee

City of Tumwater			Bob Droll, ASLA		Ann Dinthongsai		Clerical		KPFF*
#	Task	Task Total	hrs.	subtotal	hrs.	subtotal	hrs.	subtotal	
1.00	Master Plan								
1.01	Site Analysis	\$ 2,506.00	4	\$ 680.00	4	\$ 440.00		\$ -	\$ 1,386.00
1.02	Program Element Range Definition	\$ 1,560.00	4	\$ 680.00	8	\$ 880.00		\$ -	\$ -
1.03	Generate 3 Site Plan Options	\$ 12,374.00	24	\$ 4,080.00	48	\$ 5,280.00		\$ -	\$ 3,014.00
1.04	Provide Cost Estimates	\$ 2,770.00	4	\$ 680.00	8	\$ 880.00		\$ -	\$ 1,210.00
1.05	Park and Recreation Commission Review	\$ 680.00	4	\$ 680.00		\$ -		\$ -	\$ -
1.06	Public Open House 1: Master Plan Options	\$ 2,374.00	4	\$ 680.00	8	\$ 880.00		\$ -	\$ 814.00
1.07	Decision Matrix	\$ 680.00	4	\$ 680.00		\$ -		\$ -	\$ -
1.08	Park and Recreation Commission Review	\$ 680.00	4	\$ 680.00		\$ -		\$ -	\$ -
1.09	Preferred Master Plan Option Refinement, Phased Master Plan & Master Plan Cost per Phase	\$ 4,880.00	8	\$ 1,360.00	24	\$ 2,640.00		\$ -	\$ 880.00
1.10	Maintenance Costs per Master Plan Phase	\$ 1,460.00	6	\$ 1,020.00	4	\$ 440.00		\$ -	\$ -
1.11	Public Open House 2: Preferred Master Plan Refinement & Cost	\$ 1,560.00	4	\$ 680.00	8	\$ 880.00		\$ -	\$ -
1.12	Master Plan Deliverables	\$ 1,120.00	4	\$ 680.00	4	\$ 440.00		\$ -	\$ -
1.13	PreSubmission Conference	\$ 1,340.00	4	\$ 680.00	6	\$ 660.00		\$ -	\$ -
1.14	Master Plan Adoption by City Council	\$ -		\$ -		\$ -		\$ -	\$ -
1.15	Project Management	\$ 3,820.00	16	\$ 2,720.00	8	\$ 880.00	4	\$ 220.00	\$ -
	Master Plan Subtotal	\$ 37,804.00		\$ 15,980.00		\$ 14,300.00		\$ 220.00	\$ 7,304.00
	Direct Expenses	\$ 300.00							
	Professional Master Plan Services Total	\$ 38,104.00							

*Includes 10% Administration Fee

Future Design Tasks

Design	30% Design Submittal	To be determined		\$ -		\$ -		\$ -	
	60% Design Submittal	To be determined		\$ -		\$ -		\$ -	
	95% Design Submittal	To be determined		\$ -		\$ -		\$ -	
	Permitting	To be determined		\$ -		\$ -		\$ -	
	100% Bid Documents	To be determined		\$ -		\$ -		\$ -	
Construction	Bidding Services	To be determined		\$ -		\$ -		\$ -	
	Construction Observation	To be determined		\$ -		\$ -		\$ -	
	Warranty	To be determined		\$ -		\$ -		\$ -	
	Project Management	To be determined		\$ -		\$ -		\$ -	
	Subtotal								
	Direct Expenses								
	Professional Services Total	\$ -							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2023

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370		CONTACT NAME: Julia Ardon PHONE (A/C, No, Ext): 360-626-2956 E-MAIL ADDRESS: julia.ardon@assuredpartners.com FAX (A/C, No): 360-626-2956	
License#: 6003745 ROBEWDR-01		INSURER(S) AFFORDING COVERAGE	
INSURED Robert W Droll Landscape Architect PS 4405 7th Ave SE, Ste 203 Lacey WA 98503		INSURER A: Sentinel Insurance Company	NAIC # 11000
		INSURER B: Hartford Accident and Indemnity Company	22357
		INSURER C: Hudson Insurance Company	25054
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1422807260

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	52SBAAD0291	4/20/2022	4/20/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	52UECHD3615	4/20/2022	4/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	52SBAAD0291	4/20/2022	4/20/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	52SBAAD0291	4/20/2022	4/20/2023	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA STOP GAP E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab: Claims Made			PRB0619113769	4/20/2022	4/20/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is an additional insured per the attached.
 RE: Trails End Park Master Plan

Additional Insured Includes: City of Tumwater

CERTIFICATE HOLDER

CANCELLATION

City of Tumwater Transportation & Engineering
 Department
 Attn: Mallory Coleman | Department Assistant II
 555 Israel Road SW
 Tumwater WA 98501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."
- The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:
- (a) During the policy period, and
 - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

- a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

- b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

BUSINESS LIABILITY COVERAGE FORM

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance.**

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions.**

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

BUSINESS LIABILITY COVERAGE FORM

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

BUSINESS LIABILITY COVERAGE FORM**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Certificate Of Completion

Envelope Id: B489357154734014815258D30A26A6B8

Status: Completed

Subject: Trails End Park Master Plan SPA signed.pdf

Source Envelope:

Document Pages: 32

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Cathy Nielsen

AutoNav: Enabled

CNIelsen@ci.tumwater.wa.us

Envelopeld Stamping: Enabled

IP Address: 216.243.3.222

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Cathy Nielsen

Location: DocuSign

3/8/2023 12:09:23 PM

CNIelsen@ci.tumwater.wa.us

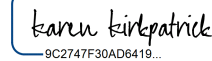
Signer Events

Karen Kirkpatrick

kkirkpatrick@ci.tumwater.wa.us

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


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Signed: 3/8/2023 1:15:18 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.17.197.72

Electronic Record and Signature Disclosure:

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Chuck Denney

cdenney@ci.tumwater.wa.us

Parks and Recreation Director

Security Level: Email, Account Authentication
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Signed: 3/8/2023 3:27:28 PM

Signature Adoption: Pre-selected Style

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Accepted: 3/8/2023 3:26:36 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Stephanie Klein

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Administrative Assistant

City of Tumwater

Security Level: Email, Account Authentication
(None)**COPIED**

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Carbon Copy Events	Status	Timestamp
Mallory Coleman mcoleman@ci.tumwater.wa.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/8/2023 3:27:31 PM Viewed: 3/8/2023 3:27:59 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/8/2023 3:26:36 PM
Signing Complete	Security Checked	3/8/2023 3:27:28 PM
Completed	Security Checked	3/8/2023 3:27:31 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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