



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, August 03, 2023
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Works Committee, July 6, 2023
- [4.](#) Agreement with Clearcreek Contractors for the Palermo Lagoon Dredging & Maintenance Project Amendment #1 (Steve Craig)
- [5.](#) Tumwater Climate Work Program Discussion (Alyssa Jones Wood)
6. Additional Items
7. 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/84066007075?pwd=RjFHMklvdmYzOVVyREhMdGhIV2JzQT09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts, then enter the Webinar ID 840 6600 7075 and Passcode 338195.

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

Audio of the meeting will be recorded and later available by request. Please email CityClerk@ci.tumwater.wa.us

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360)

252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
July 6, 2023 Page 1**

CONVENE: 8:03 a.m.

PRESENT: Chair Eileen Swarthout and Councilmembers Michael Althausen and Charlie Schneider.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Transportation and Engineering Director Brandon Hicks, Finance Director Troy Niemeyer, Water Resources and Sustainability Director Dan Smith, Assistant Transportation and Engineering Director Mary Heather Ames, Communications Manager Ann Cook, and Administrative Assistant Cathy Nielsen.

**APPROVAL OF
MINUTES: PUBLIC
WORKS
COMMITTEE, JUNE
8, 2023:**

MOTION: Councilmember Althausen moved, seconded by Councilmember Schneider, to approve the minutes of June 8, 2023 as published. A voice vote approved the motion unanimously.

**LOCAL AGENCY
AGREEMENT
SUPPLEMENT AND
PROSPECTUS WITH
WSDOT FOR THE
ISRAEL ROAD AND
LINDERSON WAY
PEDESTRIAN AND
BICYCLE
IMPROVEMENTS:**

Assistant Director Ames reported obligation process follows the successful receipt of federal grant funds. Obligation conveys to the state and the federal government that the City is ready to expend the grant funds. Obligation requires the submission of paperwork to Washington State Department of Transportation Local Programs to include the local agency agreement or a supplemental agreement, and the Local Agency Federal Aid Project Prospectus. Also submitted is the scope of work to ensure the project complies with the requirements of the funding. The prospectus requires the Mayor's signature.

The project, Israel Road and Linderson Way Pedestrian and Bicycle Improvements, will widen sidewalks, enhance crosswalks, and upgrade pedestrian facilities at a signalized intersection. The project was previously awarded Surface Transportation Block Grant funding. In the latest round, the project received an additional award. The Local Agency Agreement and Prospectus signify the City's acceptance of the funds and a pledge to complete the project.

Staff requests the committee recommend the City Council approve and authorize the Mayor to sign the Local Agency Prospectus for the Israel Road and Linderson Way Pedestrian and Bicycle Improvements project.

Councilmember Althausen inquired about the possibility of not completing the project and whether the City would need to reimburse the federal government the amount of the grant funds. Assistant Director Ames advised

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that the City is required to complete the project by a specific timeline. Staff moves forward cautiously to avoid federalizing any project that might not move forward. While all projects pose some risk of non-completion, the department selects projects where there is reasonable confidence the project can be completed within the timeframe

MOTION:

Councilmember Schneider moved, seconded by Councilmember Althausser, to recommend the City Council approve and authorize the Mayor to sign the Local Agency Prospectus for the Israel Road and Linderson Way Pedestrian and Bicycle Improvements. A voice vote unanimously approved the motion.

**LOCAL AGENCY
AGREEMENT AND
PROSPECTUS WITH
WSDOT FOR THE
PERCIVAL CREEK
FISH PASSAGE
BARRIER REMOVAL
PROJECT:**

Assistant Director Ames reported the culvert conveying Percival Creek under Sapp Road was identified as a full fish passage barrier. A project was developed to address the barrier by installing a 19-foot four-sided box culvert. Earlier in 2023, the project received PROTECT (Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation) funding to complete the right-of-way and construction phases of the project. The Local Agency Agreement and Prospectus provides access to the funds to enable the project to move forward.

Staff requests the committee recommend the City Council approve and authorize the Mayor to sign the Local Agency Prospectus for the Percival Creek Fish Passage Barrier Removal project.

MOTION:

Councilmember Althausser moved, seconded by Councilmember Schneider, to recommend the City Council approve and authorize the Mayor to sign the Local Agency Prospectus for the Percival Creek Fish Passage Barrier Removal project. A voice vote approved the motion unanimously.

**LOCAL AGENCY
AGREEMENT AND
PROSPECTUS WITH
WSDOT FOR THE
TRAFFIC SIGNAL
CONTROLLER AND
DETECTION
UPGRADE:**

Assistant Director Ames reported the project addresses older signal equipment at various intersections throughout the City with the goal of increasing efficiency of the transportation system for vehicles, cyclists, and pedestrians. The project updates detection methods and signal controllers that enable the functioning of signals. In 2020, the City received an award of \$302,750.00 in Congestion, Mitigation, and Air Quality Improvement Program funds. The award identified specific areas in the City for improvements. Staff identified 11 intersections within the area with eight projects comprised of controller replacements and six projects comprised of detection replacement with three signals receiving both improvements.

Staff requests the committee recommend the City Council approve and authorize the Mayor to sign the Local Agency Prospectus for the Traffic Signal Controller and Detection Upgrade project.

Chair Swarthout inquired about the location of the 11 intersections.

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Assistant Director Ames advised that the intersections are located on Littlerock Road, Trosper Road, Yelm Highway and Henderson Avenue, Cleveland Avenue/Custer Way, and Capitol Boulevard. The intersections are located within the air quality containment area. New detection equipment ensures pedestrian and bicycle movements. Good detection and controllers optimize the signals to enable better flow of traffic and contribute to the reduction in vehicle idling.

MOTION:

Councilmember Schneider moved, seconded by Councilmember Althausser, to recommend the City Council approve and authorize the Mayor to sign the Local Agency Prospectus for the Traffic Signal Controller and Detection Upgrade project. A voice vote approved the motion unanimously.

**CAPITAL
FACILITIES PLAN
(CFP) 2024-2029 –
GENERAL
GOVERNMENTAL
AND
TRANSPORTATION:**

Director Hicks reported the Capital Facilities Plan is a six-year plan of capital projects comprised of five categories of projects for General Governmental, Transportation, Water, Sanitary Sewer, and Storm Drain. Projects included in the CFP are for the purchase, construction, replacement, addition, or major repair of public facilities and major equipment. The projects differ from routine maintenance projects because the cost is greater than \$25,000 for each project and each project has a useful life exceeding one year. The CFP is a plan and not a financial commitment that informs the budget.

Non-utility projects in the Transportation and General Government CFPs are funded from a variety of sources to include general fund dollars, grants, utility taxes, real estate excise taxes, impact fees, Metropolitan Park District, Transportation Benefit District, and several other funding sources. Utility projects are funded through rates and development. Stormwater projects also receive some grant funding.

The projects included in the CFP are derived from plans the Council adopted. Several projects were included in the Metropolitan Park District and the Transportation Benefit District. Some projects are in response or in preparation of development activities. Other projects are included when grant are awarded or for major facility or equipment needs, such as building renovation or fire engine purchases. Other CFP projects are moved forward from the Council or staff and are not necessarily included in City plans.

The Transportation and General Governmental CFPs total \$160 million. Major projects are the new Operations and Maintenance Facility and the Tumwater Boulevard Interchange project.

Director Hicks reviewed the 36 projects included in the General Governmental CFP. The projects support programs and activities provided by the City. Major funding sources include utility tax, grants, parks impact fees, bonds, debt, levies, and other miscellaneous sources. Five of the

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projects to be removed include Fire Station T1 Improvements (completed), Deschutes River Flood and Erosion Study (completed), Craft Beverage Startup Facility (no funding source identified), and the Arts Project (replaced with Arts Program and not included in the CFP). In the future, 1% of construction costs will be earmarked for arts. The last project to be removed is participation in the Regional Housing Project, which should not have been included in the CFP; however the City continues to participate in the program.

New projects include:

- Prairie Mitigation Land Acquisition (City will pursue grants. Acquisitions will be dependent upon availability of grants over the six-year CFP)
- Golf Course projects related to the NPDES Permit for stormwater management:
 - Golf Course Maintenance Shop Stormwater Improvements to treat water discharged directly to the Deschutes River
 - Golf Course Fueling Station Renovation will likely require replacement to satisfy requirements of hard cover over fueling station and concrete surface (staff is seeking grants)
 - Golf Course Stockpile Covers to cover soil and other materials to avoid degradation of materials
- City Hall Parking Lot Expansion to be expanded at the current public works yard following relocation to the new Operations & Maintenance Facility

Councilmember Althausen inquired as to whether the City sponsors any transit incentive programs to reduce employee single vehicle commuting to City Hall. Director Hicks said the City offers the Commute Trip Reduction Program with financial incentives to employees for using other modes of travel.

Councilmember Schneider asked about the number of parking spaces to become available at City Hall when the Water Resources and Sustainability Department moves to South Puget Sound Community College. Director Hicks said the administrative functions are relocating and should free up eight parking spaces.

- Fire Station T2 Improvements – full kitchen remodel
- City participation in a regional animal control facility (placeholder). Project costs and the City's contribution have not been determined.

Councilmember Althausen commented on the need for a new animal shelter because of the condition of the existing facility. The facility was not originally constructed as an animal shelter and does not provide any noise reduction capabilities for animals creating echoes

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throughout the building that upset and agitates the animals. The sewer system continually fails with the shelter spending funds each year repairing pipes. The facility is inadequate to provide any veterinary services. The needs and size of the facility likely speaks to seeking voter approval of a countywide bond. In the next several years, he is hopeful the region can develop a comprehensive plan to construct a sustainable facility that meets the needs of the region and has a dedicated revenue source rather than relying on funding from each jurisdiction.

Director Hicks reviewed the Transportation CFP. Projects support multimodal programs, preserve and improve function and safety of the existing transportation infrastructure, and provide capacity necessary to accommodate growth related to planned land use. Major funding sources include utility tax, real estate excise tax, arterial street gas tax, grants, transportation impact fees, mitigation fees, and the Transportation Benefit District. Of the 26 projects in the CFP, five of the projects are considered reserve projects to take advantage of potential grant opportunities.

New projects include:

- Percival Creek Fish Passage Barrier Removal Project – the project is the transportation portion of the entire project. The City was able to obtain a substantial grant of approximately \$2 million to include some transportation improvements
- Dennis Street Roundabout – listed as reserve project in the last CFP and advanced to the planned list to pursue Safe Routes to School funding
- Trosper Road Capacity Study – only for the short segment between Littlerock Road and Interstate 5. The project is dependent upon the change in traffic patterns from improvements by the Capitol Boulevard/Trosper Road Improvement project. Staff anticipates some improvement in the road segment because of fewer cars anticipated along the segment. Staff anticipates the extension of Tyee Drive further to the south prior to pursuing a construction project.

Director Hicks outlined the future review process of the CFPs with briefings and a public hearing scheduled by the Planning Commission. Director Smith is scheduled to review the Utility CFPs at the committee's next meeting. The City Council will review the CFPs during a worksession followed by action by the Council later in the year.

OTHER BUSINESS:

Director Hicks updated members on the progress of the Capitol Boulevard/Trosper Road Interchange Improvements project. The project is on schedule with utility work nearly completed.

Director Hicks responded to questions as to how the project affected the 4th

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of July parade. The contract with the project contractor includes specifications requiring the contractor to ensure the construction sites are able to accommodate events, such as the parade. Next year, Israel Road will be repaved with narrow sections of existing sidewalk widened and driveways replaced. He is working on efforts to complete the project before the 4th of July parade next year.

Work has begun on repaving and restriping projects in various areas of the City.

ADJOURNMENT: **With there being no further business, Chair Swarthout adjourned the meeting at 8:47 a.m.**

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

TO: Public Works Committee
FROM: Steve Craig, Utilities Operations Manager
DATE: August 3, 2023
SUBJECT: Agreement with Clearcreek Contractors for the Palermo Lagoon Dredging & Maintenance Project Amendment #1

1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council approve Amendment #1 for the Palermo Lagoon Dredging & Maintenance Project in the amount of \$21,702.80.

2) Background:

The U.S. Environmental Protection Agency constructed the Palermo Lagoon in 2000 as one of the treatments selected for the Palermo Wellfield Superfund Site. The system treats surface water runoff and groundwater contamination via aeration pumps in the lagoon. Over time, the lagoon has become inundated with sediments, decreasing its capacity, and affecting the treatment process. This project removed sediments from the lagoon to improve treatment of the water and stabilize the lagoon slope. This agreement was originally approved by City Council on April 18, 2023 as part of interlocal agreement C2022-039.

This amendment addresses the increased volume of sediment removed to effectively de-water and stabilize the material for transport and disposal off site. Additional efforts were necessary to stabilize and restore a portion of the lagoon slope that failed during the project.

3) Policy Support:

Interlocal Agreement between the City of Tumwater and the Washington State Department of Transportation (WSDOT) for Maintenance of the Palermo Treatment Lagoon, C2022-039.

4) Alternatives:

☐ None

5) Fiscal Notes:

This amendment increases the project cost by \$21,702.80, bringing the total to \$148,352.80. This project is fully funded by WSDOT through interlocal agreement, C2022-039.

6) Attachments:

- A. Agreement with Clearcreek Contractors for the Palermo Lagoon Dredging & Maintenance Project Amendment #1
- B. Original Agreement

**FIRST AMENDMENT
TO
PALERMO LAGOON DREDGING AND MAINTENANCE AGREEMENT**

This First Amendment ("Amendment") is dated effective this _____ day of _____, 20____, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Clearcreek Contractors, a division of Holt Services Inc., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into an Agreement dated effective April 28, 2023, whereby the SERVICE PROVIDER agreed to provide dredging and maintenance services ("Agreement").

B. Section 16 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

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

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

1. SCOPE OF SERVICES.

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

2. COMPENSATION.

In consideration of the SERVICE PROVIDER providing the additional services described in Exhibit "A-1", Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount of TWENTY ONE THOUSAND SEVEN HUNDRED TWO and 80/100 Dollars (\$21,702.80). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed ONE HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED FIFTY TWO and 80/100 Dollars (\$148,352.80).

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:

Holt Services

10621 Todd Road East

Edgewood, WA 98372

UBI #: 602-690-511

Phone Number: 253-604-4878

Debbie Sullivan

Mayor

Signature (Notarized – see below)

Printed Name:

Title:

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington)

) SS

County of)

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

Dated:_____

(Signature)

Notary Public in and for the State of Washington

My appointment expires _____

Exhibit A-1

3203 15th St
 Everett, WA 98201
 Tel: 253.604.4878

REQUEST FOR CHANGE

TO: <u>City of Tumwater</u>	PROJECT: <u>Palermo Lagoon Maintenance</u>
<u>Attn: Steve Craig</u>	JOB NO: <u>0291.70.23</u>
<u></u>	JOB ADDRESS: <u>M Street SE</u>
<u></u>	<u>Tumwater, WA</u>

REQUEST FOR CHANGE #: 01

DATE: **7/7/2023**

This RFC accounts for adjusted unit rate(s) to successfully dredge sludge from Palermo Lagoon including additional materials to solidify sludge to transport off site, and import and place armoring rock to protect Lagoon sidewall:

Excavate and Stockpile: 150 cy @ \$85.00/cy = \$12,750.00
 Mobilize/Demobilize Additional Dewatering Box: 2 EACH @ \$427.00 = \$854.00
 Mobilize/Demobilize Additional Mud Box: 2 EACH @ \$1,062.00 = \$2,124.00
 Additional Box Rental: 20 DAY @ \$50.00/DAY = \$1,000.00
 Provide and Mix Sawdust: 90 CY @ 63.50/CY = \$5,715.00
 Clean Additional Boxes: 1 LS @ No Charge = No Charge
 Load, Transport and Dispose Non-Haz Sediment: **-52.32 TON @ \$140.00/TON = -7,324.80**
 Transport – 30 Ton Minimum: 37.32 TON @ \$60.00 = \$2,239.20
 Import and Place Quarry Spalls: 64.76 TON @ \$67.10/ton = \$4,345.40

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated. Upon approval, the sum of **\$21,702.80** will be added to the the contract price. Actual quantities will be invoiced. Note, unit rate cost does not include applicable sales tax.

Original Contract	\$126,650.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$126,650.00
Cost of this Request	\$21,702.80
Other Pending Requests	\$0.00
Total Contract plus RFCs	\$148,352.80

NAME: Darren Ness TITLE: Project Manger

Clearcreek Contractors, a Division of Holt Services, Inc.

SIGNATURE: **Darren Ness**

Digitally signed by Darren Ness
 DN: C=US, E=dness@holt-services-inc.com, O="Holt Services, Inc.",
 OU=Clearcreek Contractors, CN=Darren Ness
 Date: 2023.07.07 11:16:40-07'00'

DATE: 7/7/2023

CITY OF TUMWATER**PALERMO LAGOON DREDGING AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this 28th day of April, 2023, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and Clearcreek Contractors, a division of Holt Services Inc.; a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF WORK.

The SERVICE PROVIDER shall perform such work 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 Work attached hereto and incorporated herein (the “Project” or “Work”).

2. TERM.

This Agreement is effective upon execution by all parties and shall terminate on July 31, 2023. 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 One Hundred Twenty-Six Thousand Six Hundred Fifty Dollars and 00/100 (\$126,650.00) as reflected in Exhibit "A", Scope of Work.

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. If Prevailing Wages are required, the invoice must bear the following signed statement:

I certify that wages paid under this contract are equal or greater than the applicable wage rates set forth in the Washington State Prevailing Wage rates for Public Works Contracts issued by the State of Washington Department of Labor & Industries.

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 Agreement term or the end of the calendar year, whichever is earlier.

H. Changes to the services to be performed, or the amount of the Agreement sum, or in the time for completion of the Project, shall be accomplished

only by a written Change Order, signed by the SERVICE PROVIDER and the City, in advance of the proposed change. Once effective, the SERVICE PROVIDER shall proceed promptly with the services as modified, unless otherwise provided in the executed amendment.

5. WARRANTIES/GUARANTY.

5.1 The SERVICE PROVIDER warrants that all Work conforms to the requirements of the Agreement and is free from any defect in equipment, material, design, or workmanship performed by the SERVICE PROVIDER or its subcontractors and suppliers. The warranty period shall be for the longer period of: one year from the date of the CITY's final acceptance of the entire Work or the duration of any special extended warranty offered by SERVICE PROVIDER or its subcontractors and suppliers.

5.2 With respect to all warranties, express or implied, for Work performed or materials furnished according to the Agreement, SERVICE PROVIDER shall:

- a) Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
- b) Prior to final acceptance require all warranties be executed, in writing, for the benefit of the CITY;
- c) Enforce all warranties for the benefit of the CITY; and,
- d) Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Agreement.

5.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Agreement, the SERVICE PROVIDER shall correct it promptly after receipt of written notice from the CITY to do so. In the event the CITY determines that SERVICE PROVIDER corrective action is not satisfactory and/or timely performed, then the CITY has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the CITY and all costs for the CITY's remedy shall be reimbursed by the SERVICE PROVIDER.

5.4 The warranties provided in this Section shall be in addition to any other rights or remedies provided elsewhere in the Agreement or by applicable law.

6. INDEPENDENT CONTRACTOR RELATIONSHIP.

For all purposes, the SERVICE PROVIDER shall be deemed an independent contractor and shall not be deemed an employee or agent of the CITY for any purpose.

7. PREVAILING WAGES

7.1 The Work under the Agreement is subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. The SERVICE PROVIDER agrees that all laborers, workers or mechanics employed by it or by any subcontractor in the Work of this Agreement will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of Chapter 39.12 RCW and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries.

7.2 The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries are by reference made a part of this Agreement as though fully set forth herein. These rates may be accessed on the internet at <https://secure.lni.wa.gov/wagelookup/>

7.3 In case any dispute arises as to what the prevailing rate of wage for work of a similar nature is and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the Director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

7.4 The SERVICE PROVIDER shall file an Intent to Pay Prevailing Wage form ("Intent Form"). SERVICE PROVIDER shall submit the Intent Form, approved by the Department of Labor and Industries of the State of Washington, to the CITY with payment request. No payment will be issued to the SERVICE PROVIDER until the CITY receives approved forms.

7.5 If progress payments are made on this project, an approved Intent Form must be received prior to issuing the first payment. An approved Affidavit of Wages Paid form must be received prior to issuing the final payment.

7.6 SERVICE PROVIDER shall be responsible for all costs associated with filing the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid with the Department of Labor and Industries.

8. 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.

9. 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. Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the SERVICE PROVIDER. SERVICE PROVIDER's Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. SERVICE PROVIDER's Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the SERVICE PROVIDER's Pollution Liability insurance is written on a claims-made basis, the SERVICE PROVIDER warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that Work under the Agreement is completed.

If the scope of work as defined in this Agreement includes the disposal of any hazardous materials from the job site, the SERVICE PROVIDER must furnish to the CITY evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this Agreement. Coverage certified to the CITY under this paragraph must be maintained in minimum amounts of \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

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.

G. Subcontractors' Insurance. The SERVICE PROVIDER shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the SERVICE PROVIDER-provided insurance as set forth herein, except the SERVICE PROVIDER shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The SERVICE PROVIDER shall ensure that the CITY is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

10. PERFORMANCE AND PAYMENT BONDS

Pursuant to RCW 39.08.010, SERVICE PROVIDER shall post a Performance and Payment Bond, attached to this Agreement as Exhibit "B" in favor of the CITY, and incorporated by this reference, in a dollar amount satisfactory to the CITY; to guarantee SERVICE PROVIDER's performance of the Work to the CITY's satisfaction; to insure SERVICE PROVIDER's performance of all of the provisions of this Agreement; and to guarantee SERVICE PROVIDER's payment of all laborers, mechanics, subcontracts and material persons. SERVICE PROVIDER's obligations under this Agreement shall not be limited to the dollar amount of the bonds.

11. 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.

12. TITLE VI COMPLIANCE.

During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees, and successors in interest, and including its subcontractors and consultants (hereinafter referred to as the "SERVICE PROVIDER"), agrees as follows:

12.1 Compliance with Regulations: The SERVICE PROVIDER will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

12.2 Non-discrimination: The SERVICE PROVIDER, with regard to the Work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The SERVICE PROVIDER will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

12.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the SERVICE PROVIDER for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the SERVICE PROVIDER of the SERVICE PROVIDER's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

12.4 Information and Reports: The SERVICE PROVIDER will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a SERVICE PROVIDER is in the exclusive possession of another who fails or refuses to furnish the information, the SERVICE PROVIDER will so certify to the CITY or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

12.5 Sanctions for Noncompliance: In the event of SERVICE PROVIDER's noncompliance with the Non-discrimination provisions of this Agreement, the CITY

will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:

- a) withholding payments to the SERVICE PROVIDER under the Agreement until the SERVICE PROVIDER complies; and/or
- b) cancelling, terminating, or suspending the Agreement, in whole or in part.

12.6 Incorporation of Provisions: The SERVICE PROVIDER will include the provisions of Sections 12.1 through 12.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The SERVICE PROVIDER will take action with respect to any subcontract or procurement as the CITY or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the SERVICE PROVIDER becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the SERVICE PROVIDER may request the CITY to enter into any litigation to protect the interests of the CITY. In addition, the SERVICE PROVIDER may request the United States to enter into the litigation to protect the interests of the United States.

13. TITLE VI ASSURANCES.

During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees, and successors in interest, and including its subcontractors and consultants (hereinafter referred to as the "SERVICE PROVIDER"), agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, SERVICE PROVIDER must take reasonable steps to ensure that LEP persons have meaningful access to SERVICE PROVIDER's programs (70 Fed. Reg. at 74087 to 74100); and

L. Title IX of the Education Amendments of 1972, as amended, which prohibits SERVICE PROVIDER from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

14. 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.

15. 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.

16. CHANGES.

No modification to this Agreement shall be valid or binding upon either party unless it is in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

17. 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.

18. 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.

19. PROHIBITED INTEREST.

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

20. 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.

21. 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.

22. 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.

23. 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.

24. SAFETY.

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

25. CLEAN UP.

At any time ordered by the CITY and immediately after completion of the Work, the SERVICE PROVIDER shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the SERVICE PROVIDER fails to perform the necessary clean up, the CITY may, but in

no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the SERVICE PROVIDER to the CITY and/or the CITY may deduct its costs from any remaining payments due to the SERVICE PROVIDER.

26. 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.

27. NON-COLLUSION.

By signature below, the SERVICE PROVIDER acknowledges that the person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the CITY for consideration in the award of a contract on the specifications contained in this Agreement.

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

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

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

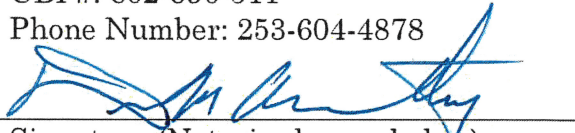
SERVICE PROVIDER:

Holt Services, Inc.
10621 Todd Road East
Edgewood, WA 98372
UBI #: 602-690-511
Phone Number: 253-604-4878

DocuSigned by:

Debbie Sullivan

Debbie Sullivan, Mayor


Signature (Notarized – see below)
Printed Name: Dale M. Abernathy
Title: COO/CFO

ATTEST:

DocuSigned by:

Melody Valiant

Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

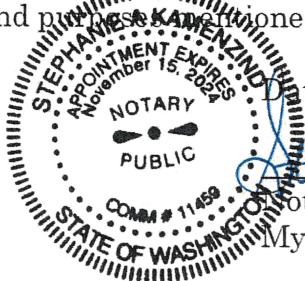
Karen Kirkpatrick

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that Dale Abernathy (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 COO/CFO (title) of Holt Services Inc. (company) to be the free and voluntary act of such party for the uses and purposes as mentioned in the instrument.



Dated:

4-28-23

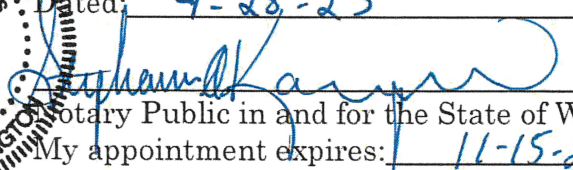

Notary Public in and for the State of Washington,
My appointment expires: 11-15-24

EXHIBIT A - SCOPE OF WORK

CITY OF TUMWATER PALERMO LAGOON DREDGING AND MAINTENANCE

Project Background:

The U.S. Environmental Protection Agency (EPA) constructed the Palermo Aeration Lagoon as one component of the remedy selected for the Palermo Wellfield Superfund Site. The surrounding area has shown to contain levels of Tetrachloroethylene (PCE) and Trichloroethylene (TCE) in the ground water supply. In spring 1999, the EPA began operation of an air-stripping treatment system to remove PCE and TCE contamination from the water supply. The EPA concluded that this air-stripping system would eventually remediate the contaminated groundwater at the site. Periodic maintenance of the lagoon is required to keep the system functioning properly. This scope of work is intended to help guide the contractor through bidding and execution of the project. The accompanying diagrams are profiles of the sediment pond to aid in estimating the volume of sediment to be removed from the pond.

Task #	Description	Responsible Party	Desired Outcome
Task 1	Secure SEPA Permit	City of Tumwater	Determination of Non-significance
Task 2	Develop written Health and Safety Plan <ul style="list-style-type: none"> chemical and physical hazards PPE health and safety monitoring decontamination protocols emergency procedures 	Contractor	Documented HASP approved by City of Tumwater
Task 3	Develop work plan <ul style="list-style-type: none"> construction procedures environmental protection procedures fish moving turbidity monitoring and control sediment sampling plan sediment disposal plan 	Contractor	Documented work plan approved by City of Tumwater
Task 4	Dredge aeration lagoon	Contractor	Restore lagoon capacity to original design
Dredging note: <i>During construction, creosote-treated pilings and associated creosote-containing soil were found below the floor of the lagoon at the southern end. These materials must not be exposed during dredging operations. The dredging depth must not exceed the as-built depth shown on the record drawings. A cobble-rich soil zone is present at the depth of the creosote soil and pilings. If this zone is exposed by dredging, dredging should stop.</i>			
Task 5	Dewater sediment tailings	Contractor	Dewatering system that returns water to lagoon
Task 6	Test sediment for Chemicals of Concern as required for disposal method.	material testing lab	Sampling methods based on lab recommendations
Task 7	Dispose of sediment properly	Contractor	Disposal method and location will depend on materials testing results.

Exhibit B

Bond No. 4190728

**CITY OF TUMWATER
PERFORMANCE BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned Clearcreek Contractors, a division of Holt Services, Inc., ("Principal") and Great American Insurance Company, the undersigned corporation organized and existing under the laws of the State of Ohio and legally doing business in the State of Washington as a surety ("Surety"), are held and firmly bonded unto the City of Tumwater, a Washington municipal corporation ("City") in the penal sum of **One Hundred Thirty Eight Thousand Six Hundred Eighty One and 75/100ths Dollars and no/100 (\$138,681.75) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into a Contract with the City May 1, 2023 for the dated Palermo Lagoon Dredging & Maintenance Project.

NOW, THEREFORE, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Agreement within a period of one (1) year after its final acceptance thereof by the City, then this obligation shall be void; but otherwise, if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the

PALERMO LAGOON DREDGING AND MAINTENANCE AGREEMENT- Exhibit B

City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma ("WAMS"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, www.usamwa.com. The Surety shall not interplead prior to completion of the mediation.

DATED this 1st day of May, 2023.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

Clearcreek Contractors, a division of Holt Services, Inc.

By 

Type/Print Name

COC/ICFO

Title

10621 Todd Road East

Address

Edgewood, WA 98372

CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that Dale Abernathy, who signed the said bond on behalf of the Principal, was COO/CFO of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Dale Abernathy / Karmen Holt
 Type/Print Name
[Signature] / [Signature]
 Secretary or Assistant Secretary

CORPORATE SEAL OF SURETY:

[SURETY] Great American Insurance Company

By: [Signature]
 Attorney-in-Fact
 (Attach Power of Attorney)

Guida McClainName of Person Executing BondP O Box 2925Tacoma, WA 98401-2925Address253-627-7183Phone

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
 5011BA0DE4C45C
 Karen Kirkpatrick, City Attorney

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CITY OF TUMWATER PAYMENT BOND

Bond No.4190728

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned Clearcreek Contractors, ("Principal") and a division of Holt Services, Inc. Great American Insurance Company, the undersigned corporation organized and existing under the laws of the State of Ohio and legally doing business in the State of Washington as a surety ("Surety"), are held and firmly bonded unto the City of Tumwater, a Washington municipal corporation ("City") in the penal sum of One Hundred Thirty Eight Thousand Six Hundred Eighty One and 75/100ths Dollars and no/100 (\$ 138,681.75**) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into a Contract with the City dated May 1, 2023 for the Palermo Lagoon Dredging & Maintenance Project.

NOW, THEREFORE if and when the Principal, its heirs, executors, ~~administrators, successors, or assigns shall pay all persons in accordance with~~ RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, this statutory Payment Bond shall become null and void, and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a

like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to ~~the City's declaration of default by the Principal, the Parties agree to participate~~ in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma ("WAMS"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, www.usamwa.com. The Surety shall not interplead prior to completion of the mediation..

DATED this 1st day of May, 2023.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

Clearcreek Contractors, a division of Holt Services, Inc.

By

Type/Print Name

Title

10621 Todd Road East

Address

Edgewood, WA 98372

CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that Dale Abernathy, who signed the said bond on behalf of the Principal, was COO/CFO of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

~~Dale M Abernathy~~ Karmen Holt
 Type/Print Name
~~[Signature]~~ Karmen Holt
 Secretary or Assistant Secretary

CORPORATE SEAL OF SURETY: [SURETY] Great American Insurance Company

By: Guida McClain
 Attorney-in-Fact
 (Attach Power of Attorney)

Guida McClain

Name of Person Executing Bond

P O Box 2925

Tacoma, WA 98401-2925

Address

253-627-7183

Phone

APPROVED AS TO FORM:

DocuSigned by:
Karen Kirkpatrick

Karen Kirkpatrick, City Attorney

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **ELEVEN**

No. 0 21770

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
STUART A. O'FARRELL	KRISTEN LOOK	ALL OF	ALL
GUIDA McCLAIN	STEPHEN ERNI	TACOMA, WASHINGTON	UNLIMITED
DARIN M. PURYEAR	VIRGINIA M. BREWER		
JILL A. WALLACE	LAUREN FREY		
BLAIR PATJENS	DEBORAH HAYES		
DEBRA POWELL			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17TH day of MARCH, 2022



Atty L C. B.
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V Vicario
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 17TH day of MARCH, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 1st day of May, 2023



Atty L C. B.
Assistant Secretary

TO: Public Works Committee
FROM: Alyssa Jones Wood, Sustainability Coordinator
DATE: August 3, 2023
SUBJECT: Tumwater Climate Work Program Discussion

1) Recommended Action:

None. This item is an update on the Climate Mitigation Work Program for 2023 and 2024.

2) Background:

The Thurston Climate Mitigation Plan (TCMP) was accepted by the City Council via Resolution R2021-001 on January 19, 2021. The attached Climate Work Program is intended to communicate the climate work that the City of Tumwater plans to undertake both individually and regionally in 2023 and 2024. This work includes the work of various Departments throughout the City and includes many projects that have already received approval from City Council. On June 24, 2023, members of the Thurston Climate Mitigation Collaborative Executive Committee, Community Advisory Workgroup, and Staff Team held a retreat and reached a consensus on one regional climate initiative to prioritize and advance as a region in 2024: the "Home Energy Score and Electrification Campaign." Staff will present this initiative in more detail soon.

In an effort of transparency and to increase public understanding, all four jurisdiction partners of the TCMP are utilizing the same format for this Work Program and are releasing their Jurisdiction Work Programs to the public together at the same time in early August.

3) Policy Support:

2023-2024 Strategic Priority: Continue to update and advance the Climate Action Plan.

4) Alternatives:

☐ Request changes to the Tumwater Climate Work Program.

5) Fiscal Notes:

The Climate Work Program outlines \$24,282,960 of investments being made by the City between 2023 and 2024. These investments include projects and programs both specifically defined by the TCMP, and others that are components of the TCMP, such as pedestrian trails and bike lanes. A significant portion of this investment will be funded through federal and state grants.

6) Attachments:

A. Tumwater Climate Work Program



CITY OF TUMWATER

2023-2024 Jurisdiction Work Program

Version Date: July 25, 2023

Staff Contact: Alyssa Jones Wood, Sustainability Coordinator, AJoneswood@ci.Tumwater.wa.us, (360) 754-4140.

Work Program Dates: June 1, 2023 – December 31, 2024

The Jurisdiction Work Program describes activities that are intended to be undertaken by one of the four jurisdictions in the Thurston Climate Mitigation Collaborative to advance the implementation of the Thurston Climate Mitigation Plan. The inclusion of a project or initiative in this document does not guarantee that it will be brought to completion during the defined time frame.

Summary Table:

#	Project Name	Sector	TCMP Strategy	Timeline	Budget	Has this Work been approved by City Council?
1	Home Energy Score Audit and Electrification Campaign Pilot	Buildings & Energy	B1	2024-2027 if funded	\$419,600*	No
2	LED Lighting	Buildings & Energy	B2	2023-2024	\$35,500	Yes
3	All-Electric Buildings Webpage	Buildings & Energy	B3	2023	N/A	No
4	State Building Code Updates	Buildings & Energy	B4	Complete by October 2023	N/A	No
5	SolSmart Designation	Buildings & Energy	B5	Submit in August 2023	N/A	No
6	Solar + Storage Feasibility Assessment	Buildings & Energy	B5	Completion by July 2024 if funded	\$29,800*	No
7	Comprehensive Plan Period Update	Buildings & Energy	T1	Completion by June 30, 2025	TBD	Yes
8	TCMP Related Development Code Amendments	Transportation & Land Use	T1	2024	TBD	Yes

#	Project Name	Sector	TCMP Strategy	Timeline	Budget	Has this Work been approved by City Council?
9	Traffic Signal Controller & Detection Upgrade	Transportation & Land Use	T2	Design 2023 Installation 2024	\$268,150	Yes
10	I-5/Trospen Road/Capitol Blvd Reconfiguration	Transportation & Land Use	T2	Completion in 2024	\$12,000,000	Yes
11	Fleet Electrification Plan	Transportation & Land Use	T3	January 2024	N/A	No
12	Solar-Powered Off-Grid EV Charger at Pioneer Park	Transportation & Land Use	T3	36 months after award, if awarded	\$100,199*	No
13	Energy Code Adoption	Transportation & Land Use	T3	October 2023	N/A	No
14	Linwood Avenue Sidewalk, Sustina Lane to 2 nd Ave	Transportation & Land Use	T5	Design 2023 Construction 2024	\$760,000	Yes
15	Tumwater Hill Neighborhood Park Trail Improvements	Transportation & Land Use	T5	August 2023	\$30,000	Yes
16	Deschutes Valley Trail – E Street	Transportation & Land Use	T5	September 2023	TBD	N/A
17	Palermo Wellfield Trail	Transportation & Land Use	T5	Fall 2023	TBD	
18	2 nd Avenue Pedestrian and Bicycle Improvements	Transportation & Land Use	T5	Design 2024 Construction 2025	\$3,605,000	Yes
19	Israel Road and Linderson Way Pedestrian and Bicycle Improvements	Transportation & Land Use	T5	Design 2023 Construction 2024	\$1,985,000	Yes
20	2024 Pavement Maintenance Project	Transportation & Land Use	T5	Design 2023 Construction 2024	\$3,857,857	Yes
21	Water Audit	Waste & Water	W2	2023	\$42,863	Yes
22	Recycling and Composting at City Events	Waste & Water	W4	Ongoing	\$500	No

#	Project Name	Sector	TCMP Strategy	Timeline	Budget	Has this Work been approved by City Council?
23	Composting at City Facilities	Waste & Water	W4	Ongoing	\$9,700 per year	No
24	Compost Procurement Ordinance Implementation	Waste & Water	W4	Ongoing	N/A	Yes
25	Tree and Vegetation Protection Ordinance Update	Agriculture, Forests, and Prairies	A5/A6/A7	Winter 2024	\$92,421.76	Yes
26	Street Tree Standards Update	Agriculture, Forests, and Prairies	A5/A6/A7	Winter 2024	\$83,200	Yes
27	Landscaping and Buffering Requirements	Agriculture, Forests, and Prairies	A5/A6/A7	Winter 2024	\$48,468.82	Yes
28	Tumwater Public Urban Forest Inventory	Agriculture, Forests, and Prairies	A5/A6/A7	May 2024	\$60,000	Yes
29	Habitat Conservation Program	Agriculture, Forests, and Prairies	A5/A6/A7	Underway since 2016, approval date not known	\$345,000	Yes
30	Tumwater Sustainability Webpage	Cross-Cutting	G1	Ongoing	N/A	No
31	Student Internships and Guest lectures	Cross-Cutting	G1	Ongoing	N/A	No
32	Legislative Agenda	Cross-Cutting	G1	Ongoing	N/A	No

*Pending Grant Funding

Buildings and Energy Sector

Strategy B1. Reduce energy use in existing residential buildings.

1. Project Name: Home Energy Score Audit and Electrification Campaign Pilot

City Department(s): Water Resources and Sustainability (WRS)

Anticipated Timeline: 2024 through 2027 if grant funding is awarded.

Budget (if applicable): This project is contingent upon grant funding. The requested grant budget is \$419,600.

Project Description: At the 2023 Thurston Climate Mitigation Collaborative retreat, this was the one regional initiative for jurisdiction staff to advance in 2024. Other regional partners will pool funds to carry out this initiative. For Tumwater, this initiative will include:

- Developing a regional model Ordinance requiring Home Energy Score Audits and score disclosure at the time of listing real estate;
- Coordinating negotiated-rate Home Energy Score Audits community-wide including paying for 60 audits for Low- and Moderate-income households;
- Paying for up to \$10,000 of home efficiency and electrification upgrades for 24 Low- and Moderate-income households;
- Funding a limited number of home efficiency and electrification upgrade incentives for residents who are not Low- or Moderate-income households;
- Coordinating for telephone, email, and website-based technical assistance for all residents to inquire about home electrification and available incentives, and;
- Hosting a workshop about how to become a Home Energy Score Certified Assessor.

Strategy B2. Reduce energy use in existing commercial/industrial buildings.

2. Project Name: LED Lighting

TCMP Action: B2.3 LED Lighting

City Department(s): Parks and Recreation

Anticipated Timeline: 2023-2024

Budget: \$35,500

Project Description: Parks and Recreation Facilities staff will perform LED lighting upgrades at City Hall.

Strategy B3. Reduce energy use across building types.

3. Project Name: All-Electric Buildings Webpage

TCMP Action: B3.1 Energy Education

City Department(s): WRS and Communications

Anticipated Timeline: This webpage was launched in July 2023

Budget: N/A

Project Description: Develop and launch a website with educational resources on all aspects of energy-efficient all-electric buildings including available incentives.

Strategy B4. Reduce energy use in new construction or redevelopment.

4. Project Name: State Building Code Updates

City Department(s): Community Development

Anticipated Timeline: complete by October 2023

Budget: N/A

Project Description: Adopting the new State Building Code updates.

Strategy B5. Increase the production of local renewable energy.

5. Project Name: SolSmart Designation

TCMP Action: B5.5 SolSmart

City Department(s): WRS and Community Development

Anticipated Timeline: Goal to submit for designation in August 2023

Budget: N/A

Project Description: SolSmart is a national technical assistance and designation program funded by U.S. Department of Energy. Recognizes cities and counties that take steps to address local barriers to solar energy and foster the growth of mature local solar markets. The focus of the program is on reducing “soft costs,” which refers to all non-hardware costs of solar energy systems, such as planning & zoning, permitting, inspection, installation, financing, and customer acquisition. The City of Tumwater is currently aiming for the designation of SolSmart Silver.

6. Project Name: Solar + Storage Feasibility Assessment

TCMP Action: B5.3 Public Building Solar

City Department(s): WRS and Parks and Recreation

Anticipated Timeline: Completion by July 2024 if funding is awarded.

Budget: This project is contingent on grant funding. The budget is \$14,900 per site for a total of \$29,800.

Project Description: Completing site assessments, community engagement, feasibility assessments, and preliminary design of combined solar and storage at the Tumwater Timberland Library and Tumwater City Hall.

Strategy B6. Convert to cleaner fuel sources.

No current projects

Transportation and Land Use Sector

Strategy T1. Set land use policies that support increased urban density and efficient transportation networks and reduce urban sprawl.

7. Project Name: Comprehensive Plan Periodic Update

City Department(s): Community Development

Anticipated Timeline: Completion by June 30, 2025

Budget (if applicable): TBD

Project Description: Prepare the required ten-year periodic update to the City's Comprehensive Plan, including updates to the Conservation, Housing, Land Use for Public Purposes, and Utilities Elements as well as the Parks, Recreation, and Open Space Plan, Economic Development Plan, and Transportation Plan. Includes incorporation of climate mitigation required elements passed by the state legislature in 2023.

8. Project Name: Thurston Climate Mitigation Plan – Related Development Code Amendments

City Department(s): Community Development and WRS

Anticipated Timeline: 2024

Budget (if applicable): TBD

Project Description: Associated updates to development regulations.

Strategy T2. Increase efficiency of the transportation system.

9. Project Name: Traffic Signal Controller & Detection Upgrade

City Department(s): Transportation and Engineering (TED)

External Partners: Congestion Mitigation and Air Quality Improvement (CMAQ) Program funded.

Anticipated Timeline: design 2023, installation 2024

Budget: \$268,150

Project Description: This project will replace the controllers and necessary associated hardware at eight intersections and will upgrade the detection equipment to current standard cameras at six intersections throughout Tumwater.

10. Project Name: I-5 / Trosper Road / Capitol Boulevard Reconfiguration

City Department(s): TED

External Partners: Washington State Department of Transportation

Anticipated Timeline: currently in construction, expected completion in 2024.

Budget: \$12,000,000

Project Description: Realign northbound Interstate 5 on/off ramp, construct new extension of 6th Avenue between Trosper Road and Lee Street, and construct three roundabouts. This project will improve traffic flow and will also improve bike and pedestrian facilities at the intersection.

Strategy T3. Increase adoption of electric vehicles.

11. Project Name: Fleet Electrification Plan

TCMP Action: T3.10 Zero Emission Fleets

City Department(s): WRS and TED

Anticipated Timeline: Complete by January 2024

Budget: N/A

Project Description: Use the Electrification Coalition's DRVE tool to assess and plan for fleet electrification.

12. Project Name: Solar-Powered Off-Grid EV Charger at Pioneer Park

City Department(s): WRS and Parks and Recreation

Anticipated Timeline: Within 36 months of the grant award, if funded.

Budget: This project is contingent on grant funding. \$91,090 grant funding + \$9,109 cash match = \$100,199

Project Description: Purchasing and deploying an off-grid solar-powered EV charger at Pioneer Park. This project will include outreach and public meetings to ensure the charger and solar unit are installed in a way that meets accessibility and community needs.

13. Project Name: Energy Code Adoption

TCMP Action: T3.1 EV Parking New Construction

City Department(s): Community Development

Anticipated Timeline: Adopted by October 2023

Budget: N/A

Project Description: Adopting the new Energy Code including EV charging, ready, and capable requirements in new development.

Strategy T4. Increase the use of public transit.

No current projects

Strategy T5. Increase use of active forms of travel and more efficient commute modes.

14. Project Name: Linwood Avenue Sidewalk, Sustina Lane to 2nd Avenue

City Department(s): TED

Anticipated Timeline: Design 2023, construction 2024

Budget: \$760,000

Project Description: Sidewalk infill and traffic calming on school walking routes in the vicinity of Michael T. Simmons Elementary School, in addition to pedestrian and vehicular safety improvements at the intersections of Linwood Avenue with 2nd Avenue and Lake Park Drive.

15. Project Name: Tumwater Hill Neighborhood Park Trail Improvements

City Department(s): Parks and Recreation

Anticipated Timeline: August 2023

Budget (if applicable): \$30,000

Project Description: Improvements to the existing trail system to include a new stairway at Ridgeview Loop trailhead, widening the path to the original design, improving trail surfacing, and drainage.

16. Project Name: Deschutes Valley Trail – E Street

City Department(s): Parks and Recreation

Anticipated Timeline: Late Summer 2023

Budget: Unknown

Project Description: This small section of the Deschutes Valley Trail will start at E Street and follow Tumwater Valley Drive to the end of the Craft District. The project is being constructed, per our design, by the Craft District as part of our partnership with them for the overall development.

17. Project Name: Palermo Wellfield Trail

City Department(s): Parks and Recreation

Anticipated Timeline: Summer/Fall 2023

Budget: TBD

Project Description: There has been an informal trail from the Palermo neighborhood to Capital Blvd for decades. The trail and improvement were included in the planning of the Deschutes Valley Trail and will serve as a trail spur/connection to the main trail through Tumwater Valley. The City had a parking lot at the trailhead near Capitol Blvd, but that was removed for the current street improvement project. A new parking lot is being constructed for the new trailhead. The wellfield has seen unwanted activity in recent years due, in part, to its remote location and proximity to local traffic/businesses. The City Council has agreed that formalizing the trail system will bring more activity and use to the area which may discourage unwanted behavior. The trail will also provide a safer and more useful pedestrian route from Tumwater Valley to Capitol Blvd.

18. Project Name: 2nd Avenue Pedestrian and Bicycle Improvements

City Department(s): TED

Anticipated Timeline: Design 2024, construction 2025

Budget: \$3,605,000

Project Description: Intersection improvements at 2nd Avenue and Linwood. Sidewalk, bulb-outs, curb ramps, paving, bike lanes on 2nd Street from Linwood to B Street.

19. Project Name: Israel Road and Linderson Way Pedestrian and Bicycle Improvements

City Department(s): TED

Anticipated Timeline: design 2023, construction 2024

Budget: \$1,985,000

Project Description: Roadway and multi-modal improvements at the intersection of Israel Road and Linderson Way including the construction of refuge island(s), reconstruction of select sidewalk segments, and curb ramps, add bike lanes, signal improvements, roadway, and other improvements.

20. Project Name: 2024 Pavement Maintenance Project

City Department(s): TED

Anticipated Timeline: Design 2023, construction 2024

Budget: \$3,857,857

Project Description: This city-wide project is funded by the Transportation Benefit District (TBD) to maintain and preserve city streets. It includes asphalt overlays, repainting pavement, replacing raised pavement markers, and other site-specific pavement repairs. This project triggers an ADA requirement to bring relevant curb ramps into compliance with federal standards.

Water and Waste Sector

Strategy W1/W2/W3. Increase the efficiency of water and wastewater infrastructure/Reduce water consumption/Reduce emissions from wastewater treatment operations.

21. Project Name: Water Audit

TCMP Action: W2.2 Water Audits

City Department(s): WRS

Anticipated Timeline: 2023

Budget (if applicable): \$42,863

Project Description: The City entered an Energy Savings Performance Contract with the Department of Enterprise Services in July 2022 for an Investment Grade Audit of City Facilities. As of June 2023, we have received the Investment Grade Audit (IGA) proposal from the Energy Services Company, and we

are moving forward with the audit. More budget for the construction of energy and water efficiency measures will need to be allocated after the completion of the IGA.

Strategy W4. Divert more solid waste from landfills.

22. Project Name: Recycling and Composting at City Events

City Department(s): WRS in coordination with Parks & Recreation

Anticipated Timeline: Ongoing

Budget (if applicable): \$500

Project Description: When volunteers are available, the City diverts recyclables and compostable materials away from landfills at City events where food trucks are present. The City has developed a volunteer position for “Recycling and Compost Attendants” and continuously recruits volunteers to stand beside the waste stations at events to provide education and assistance to eventgoers in properly disposing of their waste.

23. Project Name: Composting at City Facilities

City Department(s): WRS and Parks and Recreation

Anticipated Timeline: Launched in April 2023, ongoing.

Budget (if applicable): \$9,000 for additional janitorial services + \$700 for food and yard waste collection services = \$9,700 per year.

Project Description: Distributing receptacles and education to City staff to divert their organic waste into green buckets for composting. The program started with 2 96-gallon food and yard waste collection totes but within 2 months the collection capacity needed to be doubled to keep up with rates of diversion.

24. Project Name: Compost Procurement Ordinance Implementation

City Department(s): WRS

Anticipated Timeline: ongoing

Budget (if applicable): N/A

Project Description: Implementation and oversight of the City Compost Procurement Ordinance which requires that landscaping, construction and post-construction, erosion control, and green infrastructure projects purchase and utilize compost in the maximum amount feasible. Reporting compost purchase, weight, and source data to the Department of Ecology as required by HB 1799.

Agriculture, Forests, and Prairies Sector

Strategy A1/A2. Reduce emissions from agricultural practices/Support agricultural practices that sequester carbon.

No current projects

Strategy A5/A6/A7. Preserve tree canopy and manage forests and prairies to sequester carbon.

25. Project Name: Tree and Vegetation Protection Ordinance Update

TCMP Action A6.9 Tree Canopy Preservation

City Department(s): Community Development and WRS

External Partners (if applicable): Various stakeholders

Anticipated Timeline: Winter 2024

Budget (if applicable): \$92,421.76

Project Description: Complete update of the City Tree and Vegetation Preservation regulations (TMC 16.08).

26. Project Name: Street Tree Standards Update

City Department(s): Community Development and WRS

Anticipated Timeline: Winter 2024

Budget (if applicable): \$25,000 Grant + \$58,200 City Funds = \$83,200

Project Description: Complete update of the City Street Tree Plan and Street Tree regulation (TMC 12.24).

27. Project Name: Landscaping and Buffering Requirements

City Department(s): Community Development and WRS

Anticipated Timeline: Winter 2024

Budget (if applicable): \$48,468.82

Project Description: Complete update to landscaping buffering and screening regulations (TMC 18.47).

28. Project Name: Tumwater Public Urban Forest Inventory

TCMP Action: A6.5 Municipal Canopy

City Department(s): WRS

Anticipated Timeline: Complete by May 2024

Budget (if applicable): \$40,000 grant + \$20,000 match = \$60,000.

Project Description: Updating the City 2018 Street Tree Inventory to meet Department of Natural Resource Inventory requirements, completing an on-the-ground or sample-based tree inventory all City-owned properties, completing an iTree analysis of the City-owned urban forest, producing a maintenance plan including cost estimates, and identifying potential planting areas to expand Tumwater's tree canopy more equitably. Funds for this project were provided by the USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington

Department of Natural Resources Urban and Community Forestry Program. The USDA is an equal opportunity provider and employer.

29. Project Name: Habitat Conservation Program (HCP)

County Department(s): Community Development

External Partners (if applicable): U.S. Fish and Wildlife

Anticipated Timeline: Underway since 2016, approval date not known.

Budget (if applicable): \$310,000 grant funds + \$35,000 City funds = \$345,000

Project Description: Preparation of a USFWS approved Habitat Conservation Plan for three threatened or endangered prairie species and one Black Lake drainage species. Protection of prairie species will result in the protection of over 1,500 acres of native prairie habitat.

Cross-Cutting Sector

Strategy G1. Conduct education and outreach across climate mitigation areas.

30. Project Name: Tumwater Sustainability Webpage

City Department(s): WRS and Communications

Anticipated Timeline: ongoing

Budget (if applicable): N/A

Project Description: Develop and expand the City of Tumwater Sustainability and Climate Mitigation webpages. The site's goal is to be a hub for information about all Tumwater climate initiatives and will be continually updated to include related projects and programs that are being implemented across multiple City departments.

31. Project Name: Student Internships and Guest Lectures

City Department(s): WRS

Anticipated Timeline: ongoing

Budget (if applicable): N/A

Project Description: Work with local higher education institutions, most recently the Evergreen State College, to supervise student interns in conducting research projects to boost staff capacity.

Strategy G4. Enhance monitoring and evaluation of climate mitigation measures and outcomes.

No current projects.

Strategy G5. Advocate for climate-mitigating state and federal policy.

32. Project Name: Legislative Agenda

City Department(s): Executive

Anticipated Timeline: Ongoing

Project Description: Creating a Legislative Agenda and using a consultant to lobby on behalf of those items included on the Legislative Agenda.

DRAFT