



**PUBLIC WORKS COMMITTEE
AGENDA**

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

**Thursday, March 09, 2023
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Consultant Agreement with Tierra Right of Way Services, Ltd, for Right-of-Way Services on the X Street Roundabout Project (Brandon Hicks)
- [4.](#) Barnes Lake 2023 Budget & Work Plan (Dan Smith)
5. Additional Items
6. Adjourn

Meeting Information

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

Watch Online

<https://us02web.zoom.us/j/83922926167?pwd=aGc2TVQvRmxYd1dEZGZLUUtCQ2pDdz09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 839 2292 6167 and Passcode 824324.

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.

TO: Public Works Committee
FROM: Brandon Hicks, Transportation and Engineering Director
DATE: March 9, 2023
SUBJECT: Consultant Agreement with Tierra Right of Way Services, Ltd, for Right-of-Way Services on the X Street Roundabout Project

1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement, in substantially similar form as approved by the City Attorney, with Tierra Right of Way Services, LTD, in the amount of \$150,000, for right-of-way services on the X Street Roundabout Project.

2) Background:

The X Street Roundabout is the fourth transportation project derived from the Capitol Boulevard Corridor Study. The first project was the Capitol Boulevard Feasibility Study, which is complete. The second project is the Interstate 5 / Trosper Road / Capitol Boulevard Reconfiguration project, which is under construction right now. The third project is the Capitol Boulevard Design project which completes a substantial portion of the design for the remaining projects in the Corridor Study positioning the City to be more competitive in future grant applications. The transportation projects derived from the Capitol Boulevard Corridor Study aim to reduce congestion and provide safer travel for all modes.

Right of way services for this project will include appraisals, negotiating with property owners to acquire property rights, relocation services, and other services as needed.

3) Policy Support:

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

4) Alternatives:

- ☐ Recommend selection of a different right of way consultant,
 - ☐ Recommend returning all grant funding and cancelling or delaying project.
-

5) Fiscal Notes:

The total project cost estimate is \$5.3 million for right of way and construction phases; the City has been awarded four separate grants totaling to approximately \$4.1 million for the project, local funds are programmed in the Transportation CFP budget.

6) Attachments:

- A. Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement
(Exhibits Excluded)
- B. Draft Right of Way Acquisition Map

Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Does this Require DES filing? ☐ Yes ☒ No

Firm/Organization Legal Name (do not use dba's): Tierra Right of Way Servcies, LTD			
Address 1575 East River Road, Suite 201, Tucson, AZ 85718		Federal Aid Number STPUS-5235(018)	
UBI Number 601-302-918		Federal TIN 860641058	
Execution Date February 27, 2023		Completion Date December 31, 2024	
1099 Form Required ☒ Yes ☐ No		Federal Participation ☒ Yes ☐ No	
Project Title X Street Roundabout			
Description of Work Right-of-way services consisting of all items indicated as "Contract with a qualified consultant" on the City's approved "Right of Way Procedures" attached to the Request for Proposals (RFP) including, but not limited to, negotiating with property owners to acquire property rights, appraisal and appraisal review services in conformance with federal, state, and agency standards, relocation services, project certification services and other work as detailed in the RFP.			
☐ Yes	%	☒ No DBE Participation	Maximum Amount Payable: \$150,000.00
☐ Yes	%	☒ No MBE Participation	
☐ Yes	%	☒ No WBE Participation	
☐ Yes	%	☒ No SBE Participation	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Tumwater hereinafter called the “AGENCY,” and the “Firm/Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26 shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Brandon Hicks
 Agency: City of Tumwater
 Address: 555 Israel Rd SW
 City: Olympia State: WA Zip: 98501
 Email: bhicks@ci.tumwater.wa.us
 Phone: 360-754-4140
 Facsimile: N/A

If to CONSULTANT:

Name: Mack Dickerson
 Agency: Tierra Right of Way Services, LTD
 Address: 1575 East River Road, Suite 201
 City: Tucson State: AZ Zip: 85718
 Email: mdickerson@tierra-row.com
 Phone: 1-800-877-0847
 Facsimile: N/A

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and until approved by DES. Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E”, will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

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- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT'S Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per the WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

Agreement Number:

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each Task Order unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE), the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

Agreement Number:

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and/or the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or the AGENCY, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, its agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE's and/or the AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or the AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Agreement Number:

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Cathy Nielsen
 Agency: City of Tumwater
 Address: 555 Israel Rd SW
 City: Tumwater State: WA Zip: 98501
 Email: tumwaterprojects@ci.tumwater.wa.us
 Phone: 360-754-4140
 Facsimile: N/A

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

Agreement Number:

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the AGENCY

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

Agreement Number:

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

Agreement Number:

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

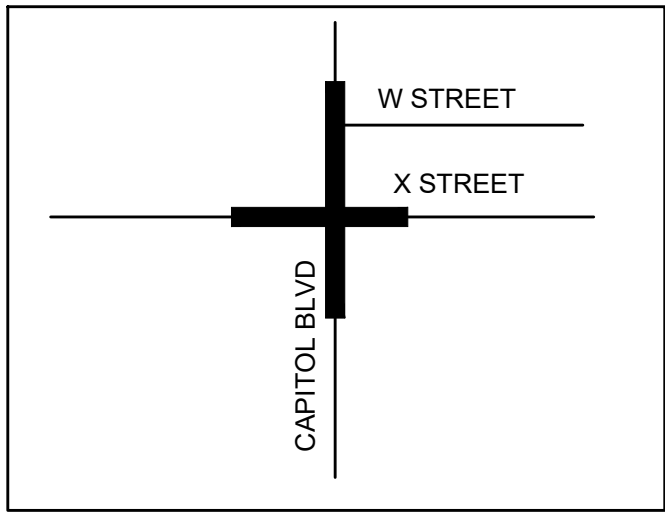
XIX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

Agreement Number:

RIGHT OF WAY PLAN
FOR
X STREET ROUNDABOUT
CITY OF TUMWATER



VICINITY MAP
NTS

BENCHMARKS
NGS-Q-531 5" ALUMINUM CASE MON ELEV. 186.51'
NGS-P-351 5" ALUMINUM CASE MON ELEV. 168.73'

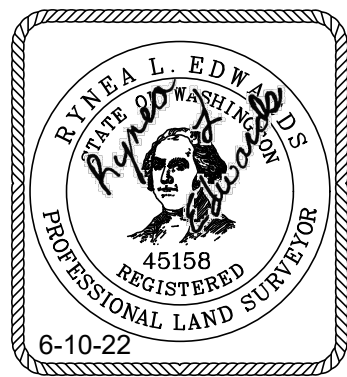
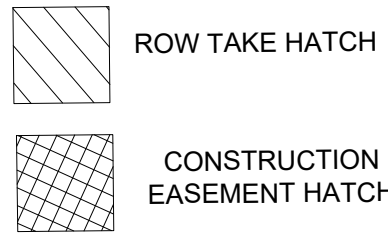
VERTICAL
NGVD 29

METHOD OF SURVEY
SURVEY PERFORMED BY CONVENTIONAL FIELD TRAVERSE USING
TOPCON GTS 1003 AND HIPER TOPCON GPS LINEAR AND ANGULAR
CLOSURE OF THE TRAVERSE MEET THE STANDARDS OF
WAC 332-130-090.

BASIS OF BEARING

WSPC NAD83/01 TIES TO THURSTON COUNTY
CONTROL POINT GP34005-15, GP34005-4T, TC 998.
DISTANCE SHOWN ARE GRID, AREAS SHOWN ARE GROUND
COMBINED SCALE FACTOR 0.999937

LEGEND



Line Table		
Line #	Direction	Length
L1	S12° 11' 58"E	22.22
L2	S44° 15' 45"E	10.87
L3	S67° 33' 15"E	22.66
L4	S67° 25' 22"W	25.57
L5	S01° 54' 50"W	101.24
L6	S88° 05' 10"E	2.06
L7	S22° 11' 38"E	42.99
L8	S01° 14' 46"E	9.51
L9	S42° 22' 11"E	6.40
L10	S56° 33' 10"E	10.34
L11	S74° 44' 28"E	25.24

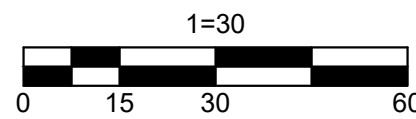
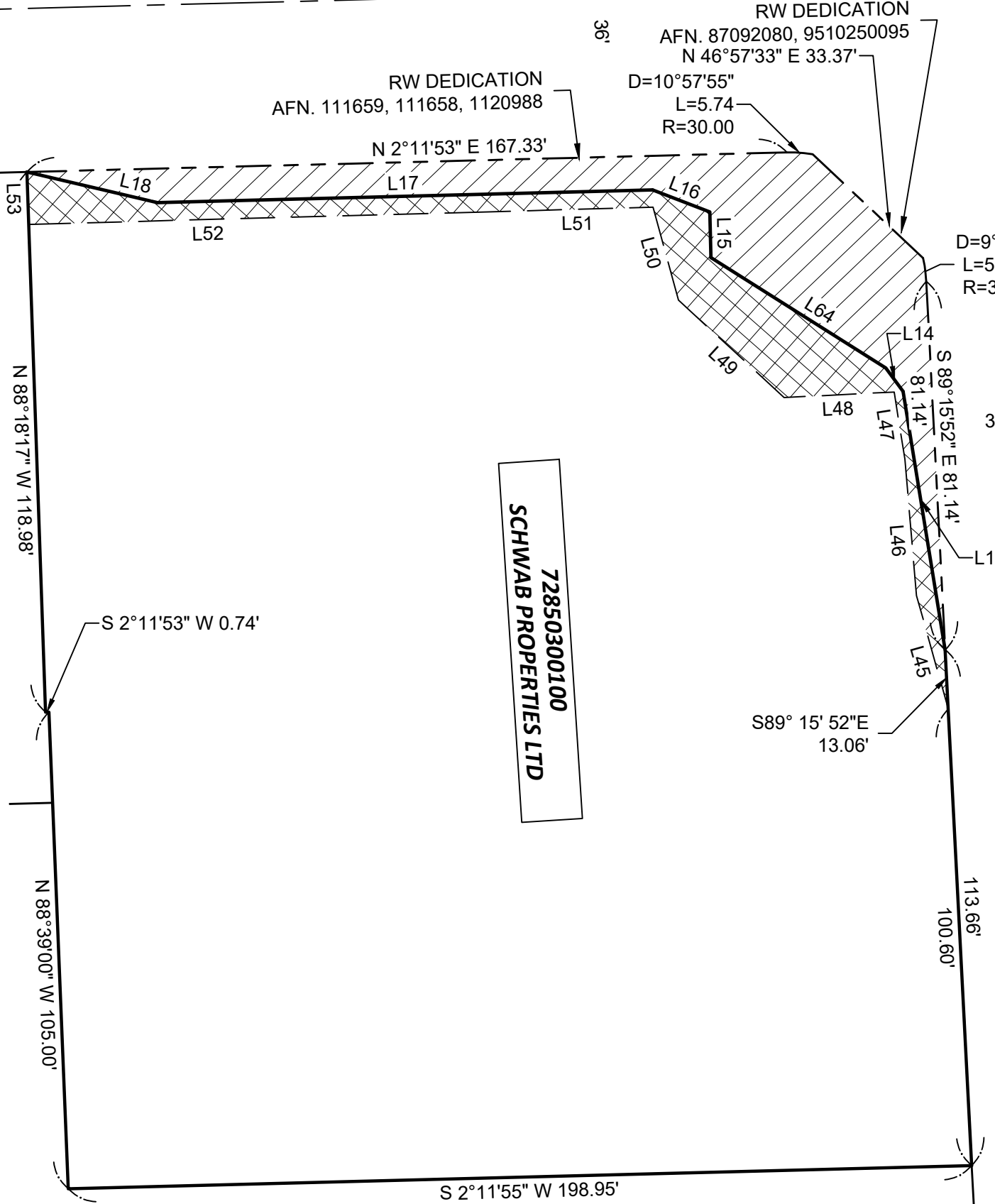
Line Table		
Line #	Direction	Length
L34	S01° 23' 32"E	10.72
L35	S67° 25' 22"W	21.29
L36	S04° 42' 10"W	51.66
L37	S01° 49' 58"W	40.70
L38	S28° 11' 55"E	14.39
L39	S20° 08' 31"E	28.87
L40	S01° 14' 46"E	9.33
L41	S42° 22' 11"E	6.01
L42	S86° 38' 15"E	28.03
L43	S41° 55' 45"E	7.68
L44	S89° 09' 48"E	49.95

Line Table		
Line #	Direction	Length
L12	S89° 15' 52"E	50.11
L13	S84° 24' 14"W	57.64
L14	S57° 14' 24"W	6.39
L15	N87° 47' 30"W	10.06
L16	S24° 37' 49"W	13.50
L17	S02° 11' 53"W	109.01
L18	S16° 53' 55"W	29.55
L19	N87° 38' 45"W	5.98
L20	N01° 47' 54"E	90.68
L21	N04° 38' 30"W	10.93
L22	N87° 48' 07"W	11.03

Line Table		
Line #	Direction	Length
L45	S78° 04' 08"W	25.90
L46	S88° 44' 41"W	30.19
L47	S84° 39' 42"W	14.94
L48	N00° 48' 30"W	24.25
L49	S46° 21' 58"W	31.65
L50	S78° 23' 38"W	21.17
L51	S02° 04' 42"W	36.62
L52	S02° 06' 35"W	100.90
L53	N88° 18' 17"W	11.55
L54	N87° 38' 45"W	18.22
L55	N02° 18' 01"E	208.37

Line Table		
Line #	Direction	Length
L23	N02° 17' 17"E	90.79
L24	N09° 46' 34"W	17.12
L25	N36° 44' 07"W	22.77
L26	N87° 38' 45"W	11.50
L27	N02° 11' 53"E	72.91
L28	N19° 45' 09"E	19.07
L29	S87° 48' 07"E	5.75
L30	S89° 26' 19"E	10.13
L31	S06° 53' 33"E	21.55
L32	S73° 35' 13"E	21.46
L33	S00° 23' 37"W	10.59

Line Table		
Line #	Direction	Length
L56	N87° 42' 39"W	64.38
L57	N02° 35' 27"E	21.69
L58	N87° 38' 45"W	55.93
L59	N02° 11' 53"E	10.00
L60	N02° 11' 53"E	73.27
L61	N10° 44' 55"E	23.06
L62	S87° 48' 07"E	13.07
L63	S02° 11' 53"W	5.00
L64	S35° 57' 46"W	45.52



5016 Lacey Boulevard SE, Lacey, Washington 98503
(360) 491-3399 (800) 454-7545 Fax (360) 491-3857

JOB NO. 19107
S19107 X ST ROW2.DWG
SHEET 1 OF 1

OWNERSHIP					
NAME	PARCEL NO.	AREA	TAKE	REMAINDER	TEMPORARY CONSTRUCTION EASEMENT
SCHWAB PROPERTIES LTD	72850300100	1.01 ACRES (44,040 SQ.FT.)	2,761 SQ. FT.	0.95 ACRES (41,279 SQ.FT.)	1,676 SQ. FT.
NUT TREE LLC	12703140500	0.79 ACRES (34,268 SQ.FT.)	3,552 SQ. FT.	0.71 ACRES (30,716 SQ.FT.)	4,508 SQ. FT.
SLATER ENTERPRISE PHASE III LLC	12703112000	0.39 ACRES (17,305 SQ.FT.)	17,305 SQ. FT.	0 ACRES (0 SQ.FT.)	0 SQ. FT.
SLATER ENTERPRISE PHASE III LLC	12703112400	0.14 ACRES (5,999 SQ.FT.)	5,999 SQ. FT.	0 ACRES (0 SQ.FT.)	0 SQ. FT.
PROCHNAU, STEVE	12702222800	0.19 ACRES (8,215 SQ.FT.)	2,258 SQ. FT.	0.14 ACRES (5,957 SQ.FT.)	536 SQ. FT.
CAPITOL CITY PROPERTIES LLC	56600000100	0.79 ACRES (34,562 SQ.FT.)	1,182 SQ. FT.	0.77 ACRES (33,380 SQ.FT.)	504 SQ. FT.
PARKAL LLC	55100000100	0.93 ACRES (40,372 SQ.FT.)	996 SQ. FT.	0.90 ACRES (39,376 SQ.FT.)	551 SQ. FT.
BLACKWELL, ELEONORE	12702222500	0.28 ACRES (12,365 SQ.FT.)	338 SQ. FT.	0.28 ACRES (12,027 SQ.FT.)	423 SQ. FT.

TO: Public Works Committee
FROM: Dan Smith, Water Resources & Sustainability Director
DATE: March 9, 2023
SUBJECT: Barnes Lake Management District (LMD) 2023 Budget & Work Plan

1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council approve the draft 2023 Barnes LMD work plan and operating budget.

2) Background:

The attached annual operational documents are for Council consideration. All items have been recommended by the LMD Steering Committee for Council approval. Also included is the 2022 Treatment Report, which staff will review with the Committee.

3) Policy Support:

- Ordinance O2004-041: LMD Formation
 - Environment | We act to preserve and enhance the natural environment and the social fabric of our community.
-

4) Alternatives:

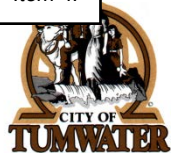
- ☐ Recommend revisions to the work plan and modify budget.
-

5) Fiscal Notes:

The proposed budget for 2023-2024 exceeds the City's adopted budget for the LMD by \$22,536, due to recommendations made by the contractor for lake management. These enhancements have been reviewed by the Steering Committee and are recommended for approval by the Council. LMD revenue and budget forecast remains sufficient to fund lake management operations through 2024.

6) Attachments:

- A. 2023 Draft Work Plan
- B. 2023-2024 Budget
- C. 2022 Treatment Report



Barnes Lake Management District – 2023 Work Plan

**LMD
Officers:**

Chair: Gary
Bodeutsch

Vice Chair: Linnea
Madison

Recorder: Dave
Kangiser

For more information, visit: www.ci.tumwater.wa.us/BLMD.htm

The following tasks are outlined by month. Unforeseen circumstances may delay completion milestones.

January / February (Meeting date: February 8)

1. ☒ Review 2022 Treatment Summary Report and update IAVMP and work plan as needed
2. ☒ Submit 2023 Annual Work Plan & Operating Budget for Council review and approval
3. ☒ ~~Begin "Private Lake Treatment" opportunity outreach efforts~~
4. ☐ Prepare, review and distribute Member Outreach materials to be distributed in March
5. ☒ Update and execute vegetation treatment contract for Northwest Aquatic Eco-Systems
6. ☒ Review SOP for volunteer monitoring program

March / April (Meeting date: March 29)

1. ☐ Distribute outreach materials to LMD members relating to 2023 work plan, budget, schedule, and 2022 Treatment Summary Report.
2. ☐ Update/acquire supplies for water quality monitoring program
3. ☐ Complete training of volunteers for summer water quality monitoring program
4. ☐ Submit revised roll of rates and charges to Tumwater Finance Department, as needed
5. ☐ Communicate updates to finance for distribution of revised assessment letters.

May / June (Meeting date: June 14)

1. ☐ Conduct chemical treatment(s) on lake if possible (dependent on growth & water levels)
2. ☐ Contractor to provide floating mats to volunteer property owners for removal, as available.
3. ☐ Conduct aerial photo assessment of lake, as conditions permit
4. ☐ Review Steering Committee Appointments; announce vacancies as needed
5. ☐ Conduct May round of water quality monitoring
6. ☐ Conduct June round of water quality monitoring

July / August

1. ☐ Conduct shoreline treatment(s) on lake if possible (dependent on growth & water levels)
2. ☐ Conduct chemical treatment(s) on lake if possible (dependent on growth & water levels)
3. ☐ Conduct July round of water quality monitoring
4. ☐ Conduct August round of water quality monitoring

September / October (Meeting date: October 11)

1. ☐ Conduct follow-up aerial photo assessment of lake, as conditions permit
2. ☐ Deliver "End-of-Season" update outreach materials for LMD Stakeholders via web and US Mail
3. ☐ Conduct September round of water quality monitoring
4. ☐ Conduct final round of water quality monitoring
5. ☐ Update water quality summary report with 2023 data
6. ☐ Review permit compliance needs and requirements for 2024
7. ☐ Review budgetary needs for 2024
8. ☐ Steering Committee's Annual Lake "Walk About" (**September 13**)

November / December (Meeting date: November 8)

1. ☐ Develop 2024 work plan based on 2023 activities, LMD needs and available budget
2. ☐ Develop draft Operational budget for 2024
3. ☐ Finalize meeting schedule for 2024
4. ☐ Annual election of Steering Committee officers – Chair, Vice-Chair, Recorder

Barnes Lake 2023-2024 Budget

5.0% Annual Assessment Increase, Starting Year: 2022

	2023	2024
BEGINNING FUND BALANCE	\$51,166	\$34,919
Assessment Revenue	19,078.76	20,032.70
Contract Services		
Lake Management	\$19,250	\$25,800
Surveys, Reports & Support	\$8,000	\$8,000
Management Reserve	\$3,000	\$3,000
COT Admin	\$2,000	\$2,000
Supplies / Printing	\$350	\$350
Public Outreach	\$500	\$500
Water Quality Monitoring	\$500	\$500
Permit Fee	\$725	\$736
Misc Operating	\$1,000	\$1,000
IAVMP Update	\$0	\$0
Total Expenses	\$35,325	\$41,886
YEAR END BALANCE SUBTOTAL	\$34,919	\$13,066
DEBT COSTS	\$0	\$0
ENDING FUND BALANCE	\$34,919	\$13,066

\$20,575
(\$14,750)

\$34,100
(\$7,786)

Barnes Lake

2022 Aquatic Macrophyte Control Program



Prepared By
Northwest Aquatic Eco-Systems
855 Trosper Road SW #108-313
Tumwater, WA 98512
360-357-3285
Pondweeds@comcast.net

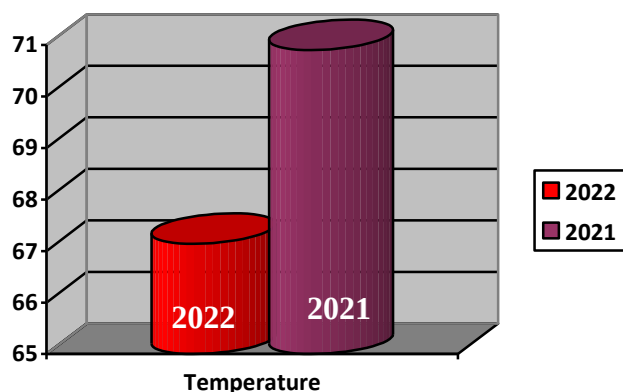
Project Overview

2022 noted record low temperatures for the month of April and above normal rainfall for June. The summer produced a record number of days exceeding 90 degrees with reduced rainfall through the summer months. There was anticipation that control activities would continue to target lily pad shoreline growth in conjunction with the need to control sporadic bladderwort and pondweed growth. The 2020 whole lake fluridone treatment was hindered as a result of early seasonal water loss that required the booster fluridone application to be performed earlier than scheduled. Some of the bladderwort nestled within the wetland areas became landlocked and did not receive the necessary exposure timeline required to ensure lake-wide control. The success of the 2020 treatment eliminated but did not eradicate the bladderwort infestation from Barnes Lake. Low water level and the late treatment start date required the second fluridone booster application to be applied earlier than anticipated. Water level issues likely created bladderwort plants that may have become landlocked within the floating islands resulting in a reduced exposure interval for these plants.

The main component for 2022 was to observe the lake's continued response related to the 2020 fluridone treatment, provide timely minimal shoreline control activities for lily pad control and use spot applications for submersed weeds when deemed appropriate. Areas of the lake that would be considered for weed control would be determined after the spring survey.

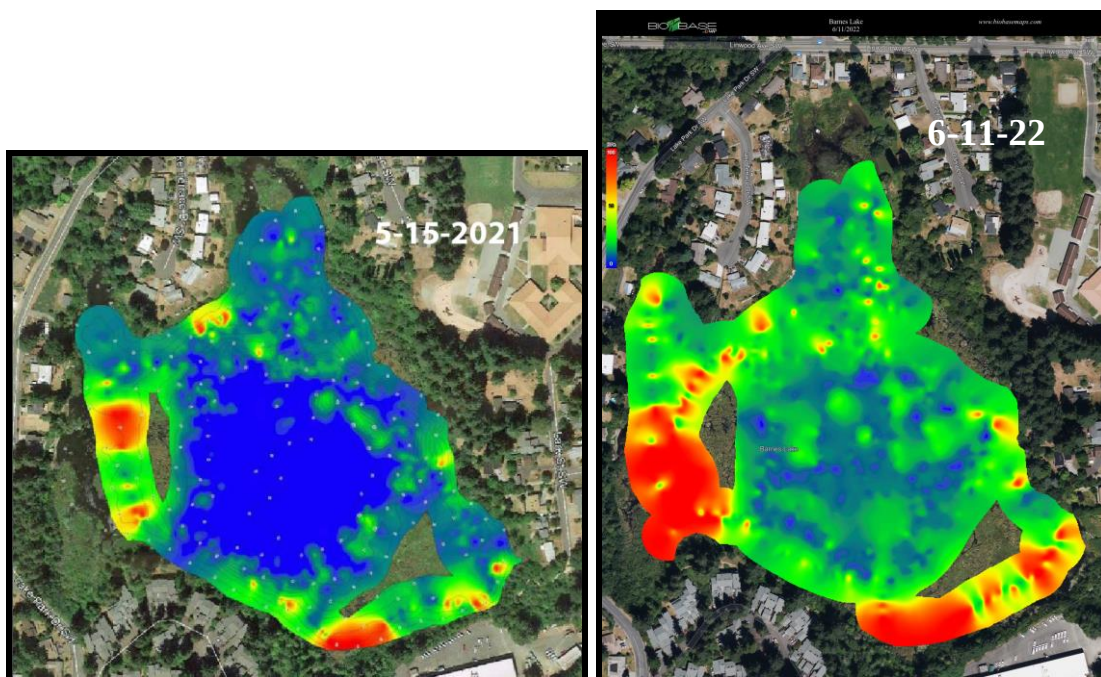
Survey 6-11-22

The spring survey was performed later in the year than past surveys in an effort to compensate weed growth shortfalls that might have occurred due to the cooler April and May temperatures. The initial survey was performed on June 11. Water level was adequate to access all the lake areas. Our 2021 survey was undertaken approximately one month earlier than the 2022 survey. Average water temperature for our 2021 survey was 70.9 degrees while our 2022 survey (one month later than 2021) was just 67.14.



One would anticipate that a lower spring water temperature for 2022 would have resulted in reduced weed growth lake-wide. Our spring 2022 surveyed identified greater weed densities lake-wide than what was expected. The dominant plant noted was the non-

native bladderwort. As water levels began to rise at the close of 2021 and into the early spring of 2022 viable, bladderwort plants were dislodged from within the floating wetland islands that then spread throughout the lake. This increase was noted visually and further documented through the electronic survey.



All of the dark blue areas represent biomass densities within the water column of 0 %. The remaining green areas represent densities of less than 40%. Red areas constitute densities of 100%.

Survey Protocol

A macrophyte survey map is produced each year and incorporated into the baseline IAVMP for Barnes Lake. The surveys are then utilized to monitor yearly weed growth and assist in establishing potential management sites. Electronic bottom surveys have been conducted since 2015.

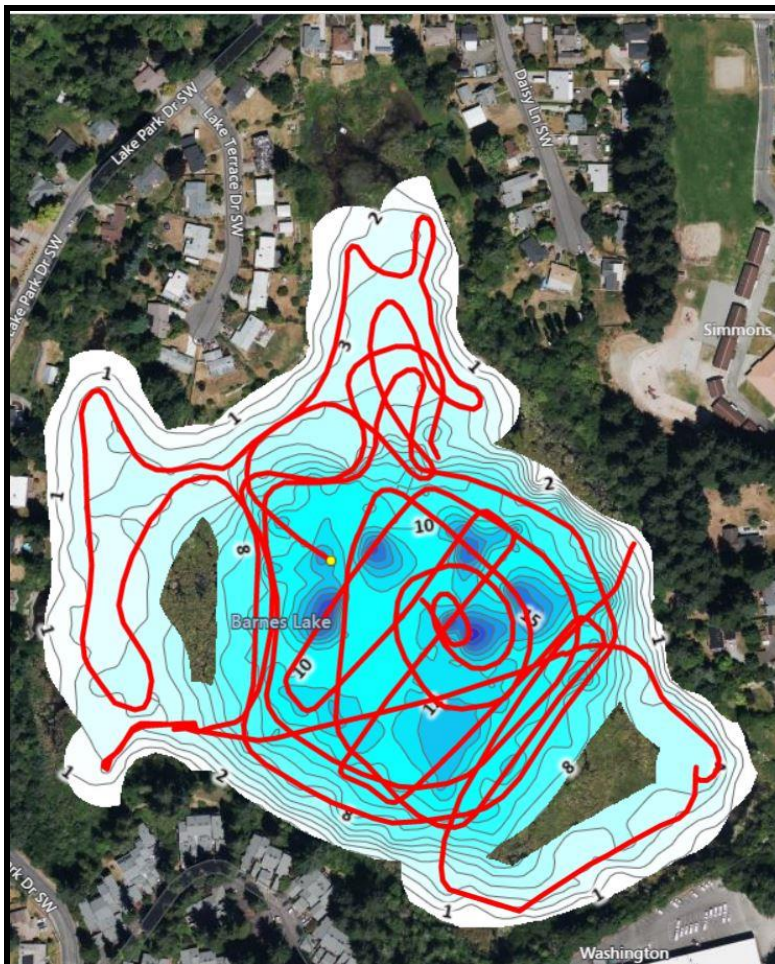
The NWAEE mapping protocol utilizes state of the art Bio Base mapping technology. This system produces three map types consisting of a bathymetric contour, a sediment composition profile and a macrophyte density map. All maps are GIS friendly and can be exported into any GIS program. Maps are color coded so they can be easily evaluated by any viewer.

Mapping technology utilizes specialized transducers that electronically collect thousands of data points as the survey boat transects the lake's littoral zone. Data is recorded and viewed onboard. Each file contains one hour of survey data. A completed survey may be comprised of one or more files. Upon completion, all the program files are downloaded

and processed. The survey and sonar log produces a stored electronic file of the lake bottom that can be viewed in house at any time and allows the ability to view plant growth along the boat's survey track.

Our protocol encompasses a surface vehicle transecting the lake along the entire littoral zone. Boat tracks are designed to be approximately 150 feet apart. Sonar beam data collection extends approximately 150 feet from all directions surrounding the boat. To ensure the efficacy of the survey, a bottom sampling rake is thrown from the boat at various locations lake-wide. The rake is then drawn across the lake bottom, brought to the surface and into the boat. Plants attached to the rake are identified and confirmed as being the same species as noted through the structure scan or visually noted through the water column. This sampling point is then incorporated into the data log file as a single point of reference, noting the species captured during the rake tow. These points are then added to the final project map.

BioBase survey technology provides accuracy in water depths of greater than 2.5 feet. Data collected below the three foot threshold may be skewed because of signal related issues from the reflected bottom transducer readings. These depth issues and data acquisition distributions are typical for the Branes Lake shallow canal and island sections of the lake. In general, survey efficacy was limited to the main lake basin.



June 2022 Survey Tracks

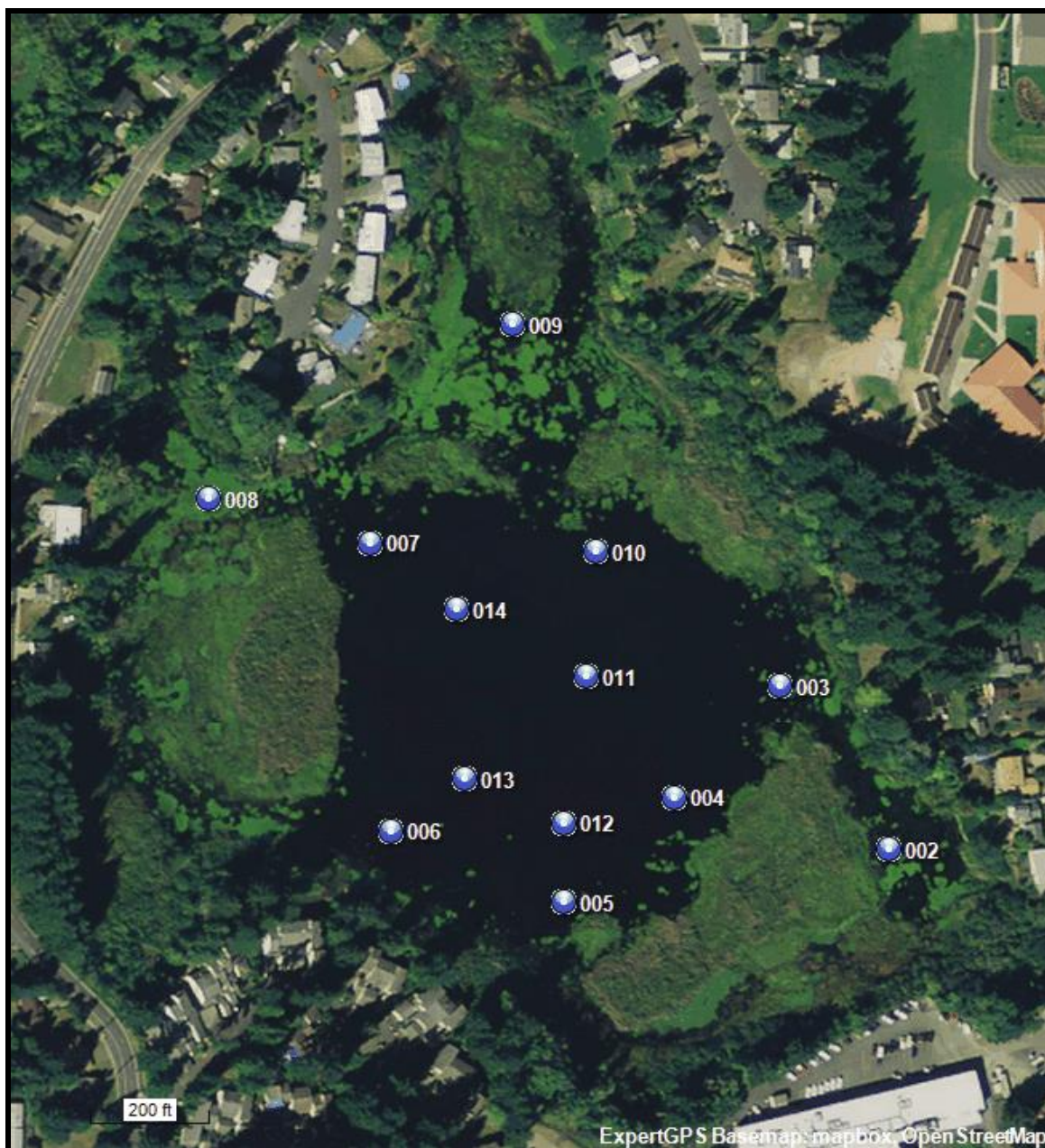
NWAE had only one successful drone survey of the lake performed on Oct 3, 2021. Although an earlier spring survey was performed, the data was processed later in the year and the file was found to be corrupt. These drone surveys establish a clear visual interpretation of lake conditions at the time of the aerial survey. Pre-treatment pictures/video are typically evaluated against post treatment aerals taken at the end of the season.

GPS Grab Sample GPS Coordinates

During the survey, 13 sampling data points were collected at the same locations as noted during 2021. Grab samples were collected and recorded. Previously stored data points were uploaded and observed on the onboard chart recording screen. The survey boat is directed to each data point for sampling. Our 2021 survey identified only one site (003) supporting bladderwort growth while the remaining sites exhibited no weed nitella growth. Four sites exhibited the presence of nitella.

2022 results identified ten sites containing bladderwort, four sites containing pondweeds and three sites containing coontail. Much of the lake bottom was supporting nitella growth similar to the 2021 survey. This species is typically associated with post fluridone treatments. Nitella looks similar to aquatic macrophytes but is an algae species. When trying to identify aquatic plants many residents misidentify this species as a plant simply because of its physical and growth characteristics. Nitella seldom creates water related recreational issues.





Data Point	Lat	Long	2021 Species	2022 Species
002	N47 00.185'	W122 54.814'	NO	BL, NI, P
003	N47 00.230'	W122 54.858'	BL, NI	BL, NI, P, C
004	N47 00.199'	W122 54.900'	NO, NI	BL
005	N47 00.171'	W122 54.945'	NO	BL, NI, P
006	N47 00.190'	W122 54.014'	NO, NI	NO
007	N47 00.269'	W122 54.023'	NO, NI	BL, P, C, NI
008	N47 00.282'	W122 54.088'	NO	BL, NI
009	N47 00.330'	W122 54.965'	NO	NO
010	N47 00.267'	W122 54.932'	NO	BL, NI

011	N47 00.233'	W122 54.936'	NO	NI
012	N47 00.192'	W122 54.945'	NO	BL, NI
013	N47 00.205	W122 54.984'	NO	NO
014	N47 00.251	W122 54.987'	NO	BL, C

Grab Sample Point Dictionary

NO - No Macrophytes present, algae not included

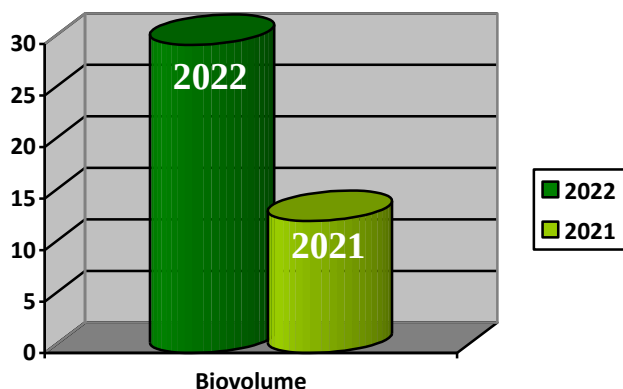
BL – Bladderwort

P – Pondweed

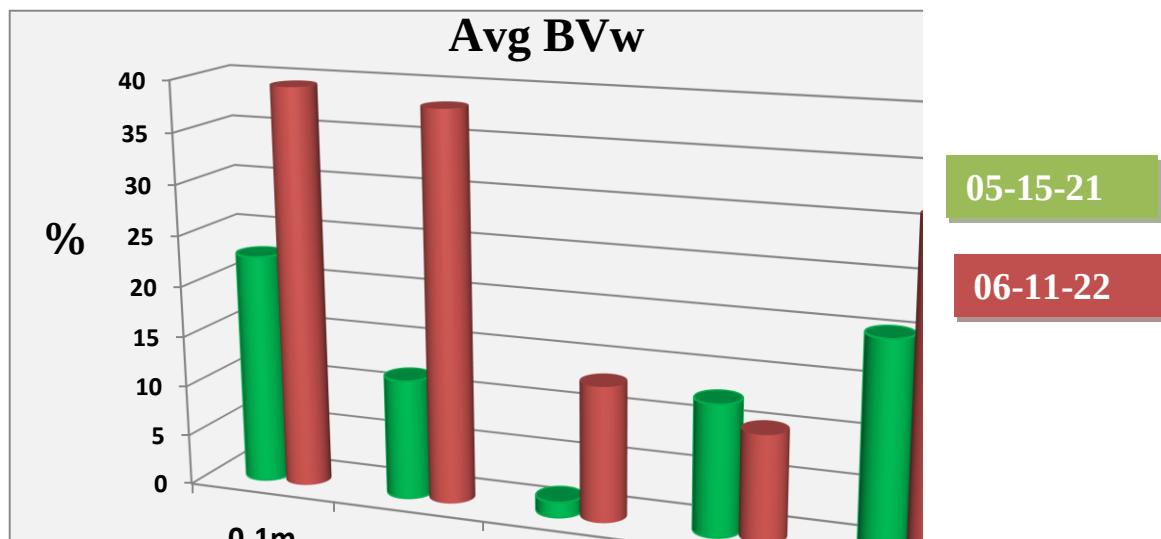
C - Coontail

NI - Nitella

In evaluating all of the data utilizing a grid format (considered within the industry to be the most accurate summary of a surveyed area) and a plant bio volume matrix, the following volumes were noted. Plant biovolume is the percentage of plant biomass taken up in the water column by vegetation when plants exist. When no plants are noted a zero is added into the calculations. The complete 2022 survey identified that 29.9% of the surveyed water column supported plant growth in comparison to 12.8% in 2021.

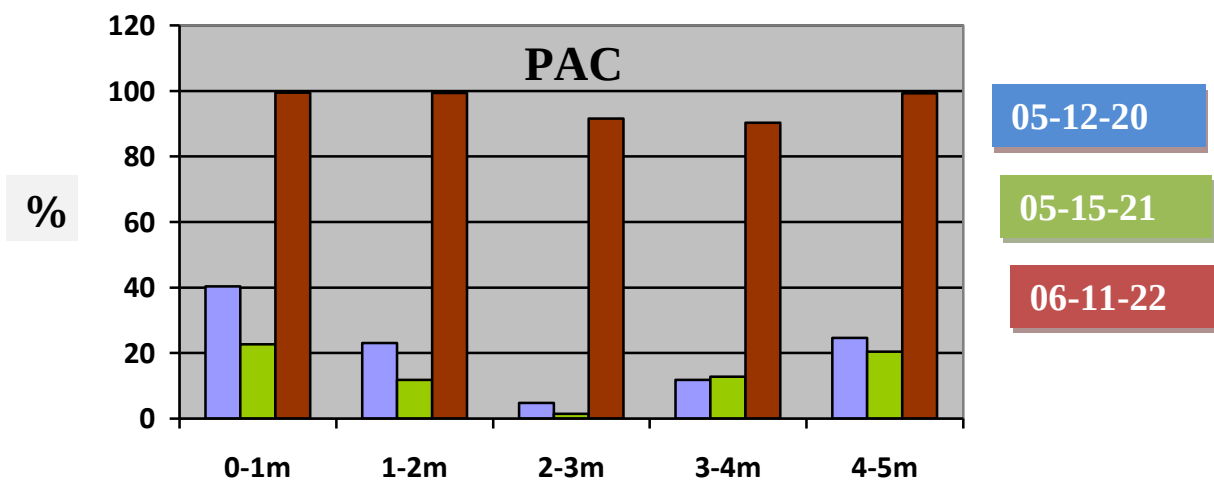


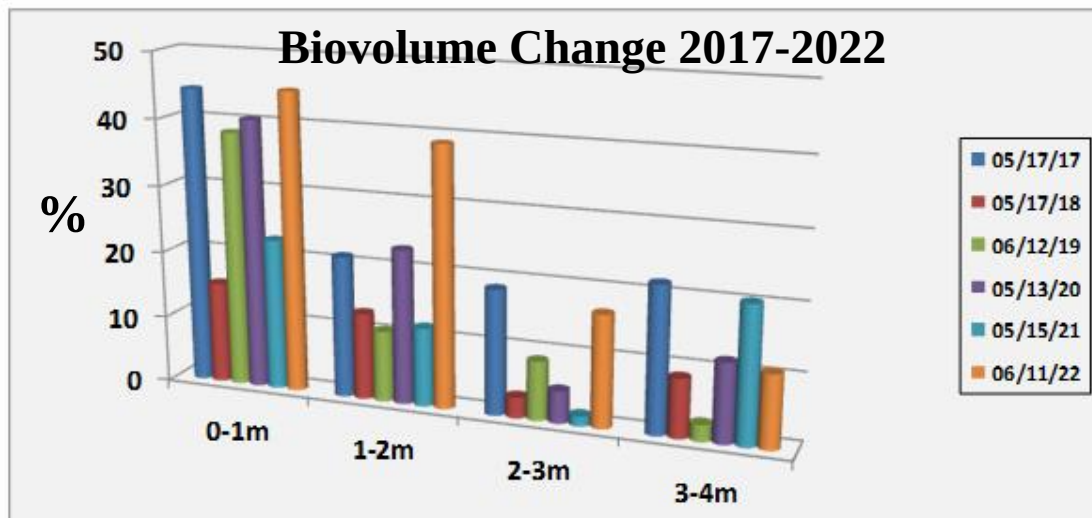
One can further fine tune the analysis and determine bio volumes at one meter intervals.



PAC

Percent Area Covered: Refers to the overall surface area that has vegetation growing





Historical data associated with biovolumes, densities and bottom coverages has been catalogued since 2014. Typically much of the shallow lake sediments that are exposed during the late summer typically support varying densities of emergent, floating and submerged species. Mid basin growth through the years has fluctuated and is associated with the treatment schedule. One would expect that the longer lag time between treatment would result in denser weed growth. Bladderwort is a free floating plant that resides dormant on the lake bottom in small ball like configurations. These free floating masses drift along the lake bottom and eventually become loosely attached to the bottom. Plants landlocked within the wetland areas as the water level declines stay viable. As the basin recharges and the wetlands are now inundated with water these plants now are capable of floating throughout the entire lake.

Pre-Treatment Residential Notice

Notices were mailed to all of the property owners within the lake management district from a mailing list provided by the City of Tumwater. The notice identified the materials to be used and the approximate time-frame when spraying would occur. Mailings were delivered on or about May 4, 2022. An updated mailing list should be made available for the 2023 treatment year.

6-13-2022 Lily Pad Application

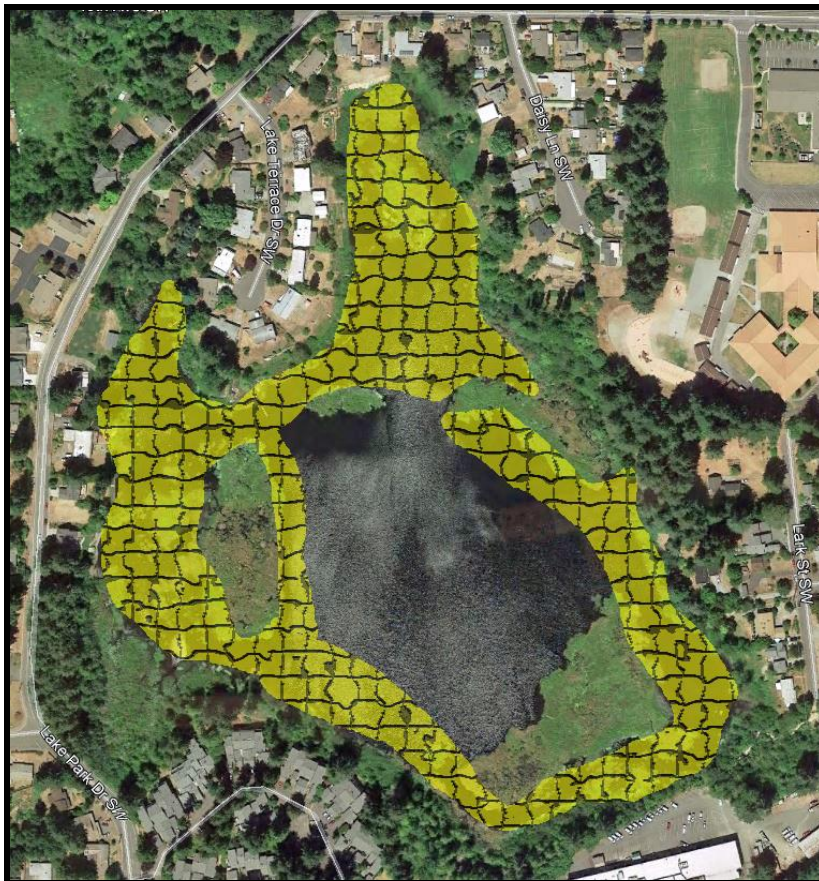
An initial lily pad application was conducted on 6-13-22. This application targeted floating lily pads, brasenias and yellow flag iris. Prior to treatment, shoreline residents were notified of the pending treatment. Notices were hand delivered to each parcel abutting the lake.

Triclopyr and adjuvant was applied to the lake shoreline at a 1% tank solution. In addition to the herbicide, a spray adjuvant was added to the mixture. Spray adjuvants are wetting agent activators that allow for better penetration of the herbicide into the plants'

leaf structures. Spraying was accomplished using a 16 foot Airgator airboat. The application boat was equipped with two 25-gallon spray tanks. Once the herbicide, adjuvant and water were mixed, the boat traveled along the shoreline spraying all infestations noted that were within range of the application equipment.

6-18-2022 Submersed Weed & Lily Pad Application

As a result of the 6-13-22 site visit it was determined that submersed weed control was necessary. Bladderwort was observed floating/flowering along most of the shoreline areas with moderate densities observed between the shorelines and floating islands. The area was visually surveyed and the following treatment map was developed.



Fifteen acres of the lake basin were targeted consisting of complete shoreline coverage. The main basin was not targeted but was expected to receive partial treatment associated with herbicide drift.

Prior to treatment, the residents were hand-delivered notice informing them of the pending treatment. A private residential property was used to stage the event. This was the same site utilized since treatments began a few years ago. Material (diquat) was offloaded from a truck and transferred into a 25-gallon holding tank within the application boat. Once full, the boat operator and applicator proceeded to disperse the material. Lake water was drawn into the boat where a venturi injection configuration

metered the herbicide into the pumping system. Once the herbicide and lake water were mixed, the resulting combination was then injected back down into the water utilizing weighted hoses. The spray mixture was injected approximately one foot below the surface.

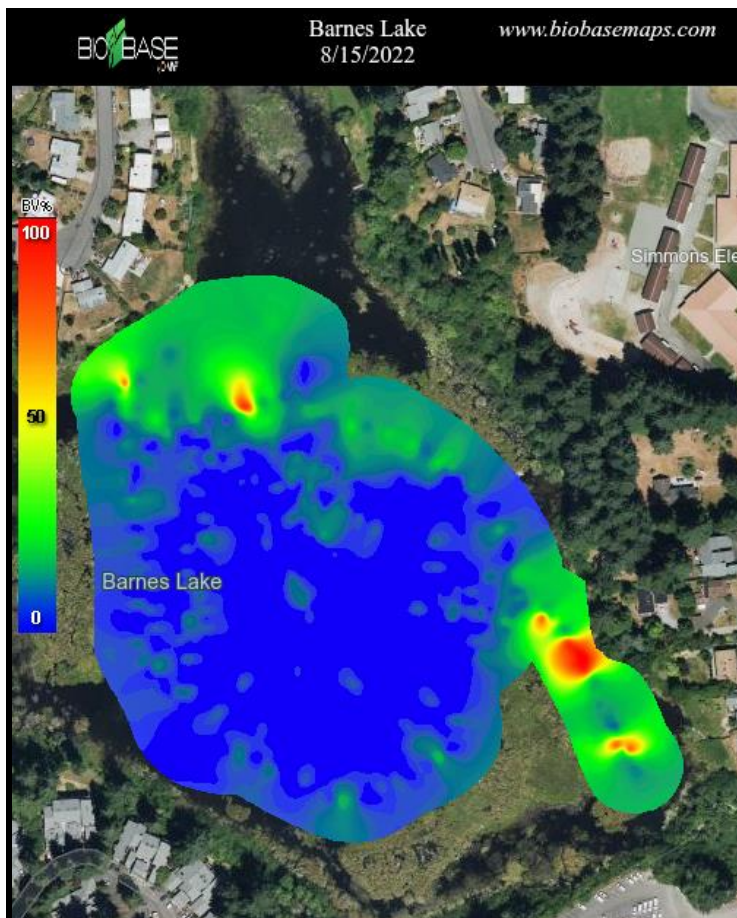
At the conclusion of the submersed weed control, a secondary spraying of the lily pads was conducted. This application targeted those plants that were missed during the 6-13-2022 application.

8-15-2022 Lily Pad Application

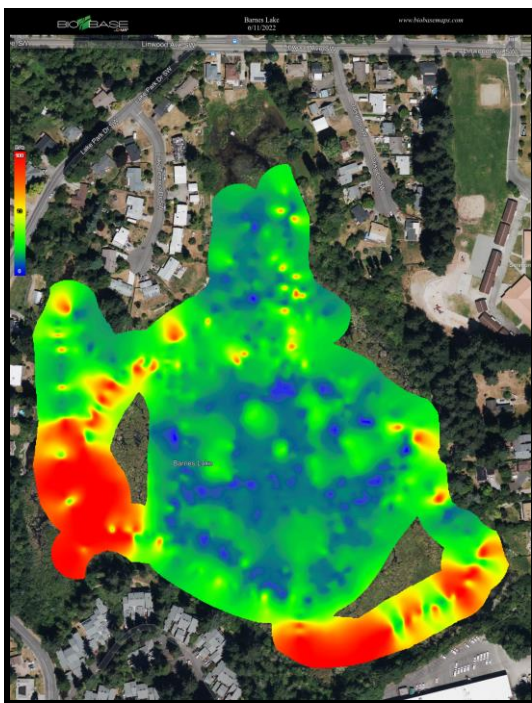
A third and final lily pad spraying event occurred on 8-15-2022. Triclopyr was applied once again in the same manner as prior applications. Because of the low water level it was determined that this would be the final application of the year.

8-15-2022 Fall Survey

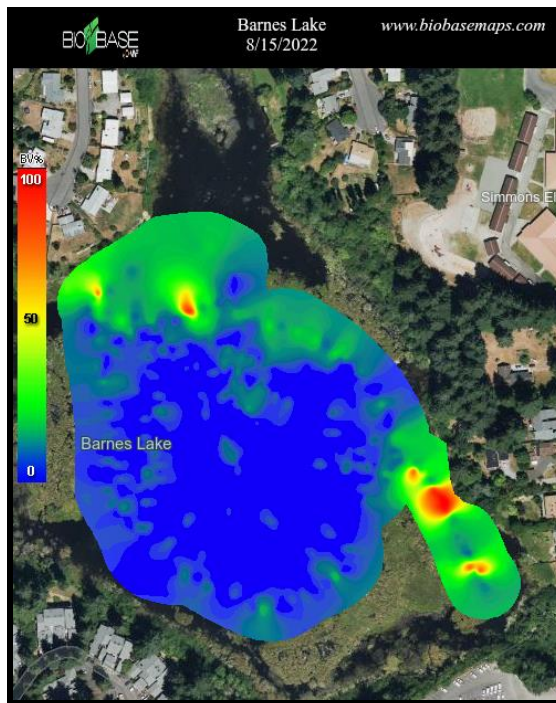
The fall survey was conducted according to the same standards as the early spring survey. Due to the low water level, access to the entire lake basin was limited. The fall survey consisted of data collected from the main basin only.



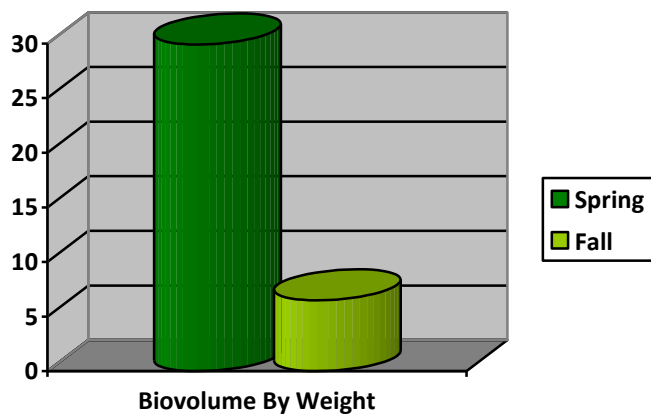
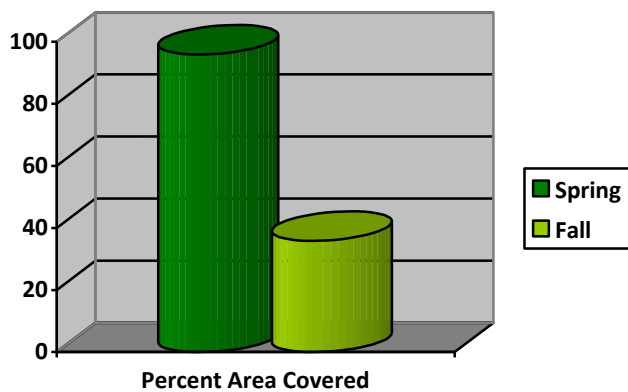
Fall Survey 8-15-22



Spring Survey 2022



Fall Survey 2022



Drone Survey 06-26-2022

An aerial survey of Barnes Lake was conducted on June 26, 2022. Imagery was collected from two shoreline locations. Video can be viewed at : <https://youtu.be/07Keumo4HjY>

Recommendations for 2023

The success of the diquat treatment this year has provided the LMD with another tool for controlling bladderwort. Issues with water level and the timing of fluridone booster applications vary on a year to year basis. Our 2020 fluridone treatment was unable to provide the required timeline and water level to successfully deliver the long term control as expected. Costs associated with diquat use are considerably less than fluridone. However, the longevity of control associated with diquat use at Barnes Lake has not yet been determined. Other projects where diquat has been utilized for bladderwort control had lasted three years. We anticipate no bladderwort issues that would warrant spot treatments for the upcoming 2023 season. However, minor lily pad and pondweed control will likely be required.

Our program on the lake continues to evolve as new issues may develop. Pondweed control, if necessary, will be accomplished with the use of Aquathol K or diquat depending on the presence of bladderwort. There are no label restrictions associated with swimming or fishing. Both products require minor irrigation use restrictions. Herbicide costs continue to increase and will impact project budgetary issues.

1. Continue early and late seasonal drone surveys of the lake. Conduct one early (late May) seasonal electronic and bottom sampling lake event. If water level provides access, an additional electronic survey and bottom sampling event should be conducted.
2. Problematic small access issues associated with pondweed growth may surface during 2023. What, if any action taken will be determined by the LMD. Typically once growth exceeds the LMD's threshold levels, treatments are authorized. Control if necessary would be performed utilizing an Aquathol K/diquat tank mix. Costs would range between \$910.00 and \$1,200.00 per treated acre.
3. Continue use of triclopyr and imazapyr in the control of lily pads and yellow flag iris. Spring and possible late summer applications should be scheduled.
4. Program essentials consist of planned applications when bladderwort densities impede lake use. Threshold levels that determine treatment are under the discretion of the LMD with recommendations being provided by the consultant. It is anticipated that such treatments will be required on a three to five year basis.
5. Diquat use during 2022 proved to be very effective in controlling both pondweed and bladderwort species. Efficacy and cost of any fluridone applications should be evaluated in relation to the cost and efficacy of the 2022 diquat application.

Untreated fluridone bladderwort, as water levels decline, may refloat during the winter months as once exposed muck bogs are now submerged.

5. Modification to the current launch site has been initiated. The only remaining component will be the need to spread some additional gravel at the lake shoreline interface.
6. Barnes Lake continues to be in a management maintenance mode requiring limited treatment.
7. Wetland preservation needs to be considered a top management priority. Recently it was determined that one acre of wetland removes 13 pounds of phosphorous per year. Barnes Lake contains approximately 5 acres of wetlands. It would be an interesting analysis to factor in an additional 65 pounds of phosphorous into the current nutrient levels of the lake.

Budget 2023

Funding for the 2023 program will require increases in associated labor related services and materials. Increases will not be as drastic as experienced in 2022 but will be necessary. Pricing continues to change quarterly.

2022 NPDES permit fee	\$ 725.00
Insurance	\$ 700.00
Spring Electronic Bottom Survey	\$ 2,000.00
Fall Electronic Bottom Survey	\$ 2,000.00
Aerial Survey (2)	\$ 1,200.00
Pre Treatment Mailing	\$ 175.00
Shoreline Posting Day of Treatment	\$ 210.00
Mobilization	\$ 500.00
Imazapyr 1 gal @	\$ 185.00
Triclopyr 1 gal @	\$ 160.00
Aquathol K 1 gal @	\$ 95.00
Airboat Operator	\$ 110.00/hr.
Technician	\$ 75.00/hr.
Year End Report @ \$90.00/hr.	\$ 630.00

COSTS ASSOCIATED WITH ONE DAY ON THE LAKE

Mobilization	\$ 500.00
Airboat Operator 8 @ \$110.00	\$ 880.00
Technician 8 @ \$75.00	\$ 600.00

State of Washington
Department of Agriculture
Olympia, Washington 98504

PESTICIDE APPLICATION RECORD (Version 3)

NOTE: This form must be completed same day as the application and it must be retained for 7 years. (Ref. RCW 17.21)

3. **Date of Application-Year:** 2022 **Month:** June **Date:** 11 **Time:** 09:30
2. **Name of person for whom the pesticide was applied:** Barnes Lake Improvement District,
City of Tumwater
Firm Name (if applicable):
Street Address: 555 Israel Road **City:** Tumwater 98512
3. **Licensed Applicator's Name (if different from #2 above):** Douglas Dorling
Firm Name): Northwest Aquatic Eco-Systems
4426 Bush Mountain Drive SW.
Olympia, WA. 98512
360-357-3285
License # 375
4. **Name of person who applied the pesticide (if different than #3 above):**
License No(s). if applicable:
5. **Application Crop or Site:** Barnes Lake
6. **Total Area Treated (acre, sq. ft., etc.):** 2 acre
7. **Was this application made as a result of a WSDA Permit ?** No
8. **Pesticide information (please list all information for each pesticide in the tank mix):**
- | a) Product Name
Pesticide Applied | b) EPA Reg. No. | c) Total Amount of
Pesticide Applied
in Area Treated | d) Pesticide
Applied/Acre
or other measure) | e) Concentration
Applied ppm |
|--------------------------------------|-----------------|--|---|---------------------------------|
| Triclopyr | 70506-176 | 2 gal | | 1.0 % |
9. **Address or exact location of application NOTE: If the application made to one acre or more of Agricultural land, the field location must also be shown on the map on page two of this form.** Barnes :Lake Tumwater, WA. 98512, WA 98512
10. **Date:** 6-11-22
11. **Name of person making application:** Douglas Dorling
Northwest Aquatic Eco-Systems

12. License No: 375

13. Apparatus License. Plate No.: G424

14. Start: 9:30

Stop: 2:30

15. Acres completed : 2

16. Wind Direction: SW

Wind Velocity: 0-5

17. Temperature: 74

Location of Application (If the application covers more than one township or range, please indicate the township & range for the top left section of the map only):

Township: T18N

Range: E OR W (please indicate) 02W

Section(s): 34

County: Thurston

PLEASE NOTE:

The map is divided into 4 sections with each section divided into quarter-quarter sections.

Please complete it by marking the appropriate section number(s) on the map and indicate as accurately as possible the location of the area treated.

State of Washington
Department of Agriculture
Olympia, Washington 98504

PESTICIDE APPLICATION RECORD (Version 3)

NOTE: This form must be completed same day as the application and it must be retained for 7 years. (Ref. RCW 17.21)

3. Date of Application-Year: 2022 Month: June Date: 13 Time: 10:00
2. Name of person for whom the pesticide was applied: Barnes Lake Improvement District,
City of Tumwater
Firm Name (if applicable):
Street Address: 555 Israel Road City: Tumwater 98512
3. Licensed Applicator's Name (if different from #2 above): Douglas Dorling
Firm Name): Northwest Aquatic Eco-Systems
4426 Bush Mountain Drive SW.
Olympia, WA. 98512
360-357-3285
License # 375
4. Name of person who applied the pesticide (if different than #3 above):
License No(s). if applicable:
5. Application Crop or Site: Barnes Lake
6. Total Area Treated (acre, sq. ft., etc.): 15 acres
7. Was this application made as a result of a WSDA Permit ? No
8. Pesticide information (please list all information for each pesticide in the tank mix):
- | a) Product Name
Pesticide Applied | b) EPA Reg. No. | c) Total Amount of
Pesticide Applied
in Area Treated | d) Pesticide
Applied/Acre
or other measure) | e) Concentration
Applied ppm |
|--------------------------------------|-----------------|--|---|---------------------------------|
| Diquat | 100-1390 | 30 gal | 2 gal/surface acre | |
9. Address or exact location of application NOTE: If the application made to one acre or more of Agricultural land, the field location must also be shown on the map on page two of this form. Barnes :Lake Tumwater, WA. 98512, WA 98512
10. Date: 6-13-22 11. Name of person making application: Douglas Dorling

Northwest Aquatic Eco-Systems

17

12. License No: 375

13. Apparatus License. Plate No.: G424

14. Start: 10:00

Stop: 5:30

15. Acres completed : 15

16. Wind Direction: SW

Wind Velocity: 0-5

17. Temperature: 76

Location of Application (If the application covers more than one township or range, please indicate the township & range for the top left section of the map only):

Township: T18N

Range: E OR W (please indicate) 02W

Section(s): 34

County: Thurston

PLEASE NOTE:

The map is divided into 4 sections with each section divided into quarter-quarter sections. Please complete it by marking the appropriate section number(s) on the map and indicate as accurately as possible the location of the area treated.

State of Washington
 Department of Agriculture
 Olympia, Washington 98504

PESTICIDE APPLICATION RECORD (Version 3)

NOTE: This form must be completed same day as the application and it must be retained for 7 years. (Ref. RCW 17.21)

1. **Date of Application-Year: 2022 Month: June Date: 13 Time: 10:00**
2. **Name of person for whom the pesticide was applied: Barnes Lake Improvement District, City of Tumwater**
Firm Name (if applicable):
Street Address: 555 Israel Road City: Tumwater 98512
3. **Licensed Applicator's Name (if different from #2 above): Douglas Dorling**
Firm Name): Northwest Aquatic Eco-Systems
4426 Bush Mountain Drive SW.
Olympia, WA. 98512
360-357-3285
License # 375
4. **Name of person who applied the pesticide (if different than #3 above):**
License No(s). if applicable:
5. **Application Crop or Site: Barnes Lake**
6. **Total Area Treated (acre, sq. ft., etc.): .25 acres**
7. **Was this application made as a result of a WSDA Permit ? No**
8. **Pesticide information (please list all information for each pesticide in the tank mix):**

a) Product Name Pesticide Applied	b) EPA Reg. No.	c) Total Amount of Pesticide Applied in Area Treated	d) Pesticide Applied/Acre or other measure)	e) Concentration Applied ppm
Triclopyr	81927-13	.5 gal		1%
9. **Address or exact location of application NOTE: If the application made to one acre or more of Agricultural land, the field location must also be shown on the map on page two of this form. Barnes :Lake Tumwater, WA. 98512, WA 98512**

10. Date: 6-13-22

11. Name of person making application: Douglas Dorling

12. License No: 375

13. Apparatus License. Plate No.: G424

14. Start: 10:00

Stop: 5:30

15. Acres completed : .25

16. Wind Direction: SW

Wind Velocity: 0-5

17. Temperature: 76

Location of Application (If the application covers more than one township or range, please indicate the township & range for the top left section of the map only):

Township: T18N

Range: E OR W (please indicate) 02W

Section(s): 34

County: Thurston

PLEASE NOTE:

The map is divided into 4 sections with each section divided into quarter-quarter sections.

Please complete it by marking the appropriate section number(s) on the map and indicate as accurately as possible the location of the area treated.

State of Washington
 Department of Agriculture
 Olympia, Washington 98504

PESTICIDE APPLICATION RECORD (Version 3)

NOTE: This form must be completed same day as the application and it must be retained for 7 years. (Ref. RCW 17.21)

1. **Date of Application-Year: 2022 Month: August Date: 15 Time: 9:00**
2. **Name of person for whom the pesticide was applied: Barnes Lake Improvement District, City of Tumwater**
Firm Name (if applicable):
Street Address: 555 Israel Road City: Tumwater 98512
3. **Licensed Applicator's Name (if different from #2 above): Douglas Dorling**
Firm Name): Northwest Aquatic Eco-Systems
 4426 Bush Mountain Drive SW.
 Olympia, WA. 98512
 360-357-3285
License # 375
4. **Name of person who applied the pesticide (if different than #3 above):**
License No(s). if applicable:
5. **Application Crop or Site: Barnes Lake**
6. **Total Area Treated (acre, sq. ft., etc.): 2 acres**
7. **Was this application made as a result of a WSDA Permit ? No**
8. **Pesticide information (please list all information for each pesticide in the tank mix):**

a) Product Name Pesticide Applied	b) EPA Reg. No.	c) Total Amount of Pesticide Applied in Area Treated	d) Pesticide Applied/Acre or other measure)	e) Concentration Applied ppm
Triclopyr	81927-13	2 gal		1%
9. **Address or exact location of application NOTE: If the application made to one acre or more of Agricultural land, the field location must also be shown on the map on page two of this form. Barnes :Lake Tumwater, WA. 98512, WA 98512**
10. **Date: 6-13-22**
11. **Name of person making application: Douglas Dorling**
 Northwest Aquatic Eco-Systems

12. License No: 375

13. Apparatus License. Plate No.: G424

14. Start: 9:00

Stop: 3:30

15. Acres completed : 2

16. Wind Direction: SW

Wind Velocity: 0-5

17. Temperature: 78

Location of Application (If the application covers more than one township or range, please indicate the township & range for the top left section of the map only):

Township: T18N

Range: E OR W (please indicate) 02W

Section(s): 34

County: Thurston

PLEASE NOTE:

The map is divided into 4 sections with each section divided into quarter-quarter sections.

Please complete it by marking the appropriate section number(s) on the map and indicate as accurately as possible the location of the area treated.

Herbicide Treatment Business and Residential Notice

In Treatment Area Yes In 1/4 Mile Notification Area Yes
Project site is located adjacent to Lake Terrace Drive SW

Distribution Date: 05-04-22 Barnes Lake will be treated with herbicides to control non-native pondweeds, lily pads and shoreline emergent vegetation from May 20 through July 30 as required. Treatment dates are dependent on lake water levels and the ability to access the lake. Targeted treatment dates will be May 25 through June 25. A secondary application may be applied later in the season depending on our ability to access the lake. Notices of applications will be hand delivered to each property owner no longer than 48 hours prior to treatment. Notices will state any water use restrictions or advisories. **Product(s) planned for use: Diquat—diquat dibromide**

Imazapyr (shoreline plant & iris control)

Aquathol K- dipotassium salt of endothall, Triclopyr—triclopyr

Location of Treatment(s): Lily pad control will take place anywhere throughout the lake. Shoreline emergent plant control will only occur at residential properties abutting the lake who have agreed to the treatment. Pondweed control will be limited if required to a few acres. The lake proper is adjacent to Daisy Lane SW. Tumwater. If you are withdrawing water for potable or domestic water use, livestock watering, or irrigation, and have no alternate water source, please contact the applicator Northwest Aquatic Eco-Systems at 360-357-3285 or pondweeds@comcast.net to arrange an alternate water supply.

If you would like to request additional notification prior to treatment, or have further questions, please contact Northwest Aquatic Eco-Systems using the information above.

This herbicide treatment is regulated under a permit (NPDES) issued by the Washington State Department of Ecology. **Permit # WAG 994137**