



**CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA**

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

**Tuesday, February 20, 2024
7:00 PM**

1. Call to Order

2. Roll Call

3. Flag Salute

4. Special Items:

a. Proclamation: American Red Cross Month, March 2024

5. Public Comment: (for discussion of items not having a public hearing on tonight's agenda)

6. Consent Calendar:

a. Approval of Minutes: City Council Retreat, January 27, 2024

b. Approval of Minutes: City Council, February 6, 2024

c. Payment of Vouchers (Shelly Carter)

d. Interlocal Agreement with the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3 (Brad Medrud)

e. Interlocal Agreement with the City of Lacey, the City of Olympia, the City of Tenino, City of Yelm, Thurston County, and Thurston Regional Planning Council to Support Housing Element Updates (Brad Medrud)

f. 2023-2025 Stormwater Capacity Grant from the Washington Department of Ecology (Dave Kangiser)

g. Israel Road and Linderson Way Pedestrian and Bicycle Improvements Project, Local Agency Federal Aid Prospectus (Bill Lindauer)

7. Council Considerations:

a. Service Provider Agreement with RH2 Engineering for the Southeast Water Reservoir Design Phases I, II, and III (Bill Lindauer)

b. Thurston County Opioid Abatement Council Independent Subcommittee – Update (Lisa Parks)

8. Committee Reports

a. Public Health and Safety Committee (Peter Agabi)

b. General Government Committee (Michael Althauser)

- c. Public Works Committee (Eileen Swarthout)
- d. Budget and Finance Committee (Debbie Sullivan)

9. Mayor/City Administrator's Report

10. Councilmember Reports

11. Executive Session:

- a. Collective Bargaining pursuant to RCW 42.30.140(4)(b)

12. Council Considerations:

- a. Collective Bargaining Agreement with the Chauffeurs, Teamsters and Helpers Local No. 252 encompassing January 1, 2024 through December 31, 2026 (Michelle Sutherland)

13. Any Other Business

14. Adjourn

Hybrid Meeting Information

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

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

Watch Online

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

OR

Go to <http://www.zoom.us/join> and enter the Webinar ID 828 5306 3674 and Passcode 950058.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 828 5306 3674 and Passcode 950058.

Public and Written Comment

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

https://us02web.zoom.us/webinar/register/WN_Fa-5vPIOTqGH8uC8dksZrQ

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

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

Post Meeting

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

<https://tcmmedia.org/stream.php>

Accommodations

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

Proclamation

WHEREAS, In the aftermath of the Civil War, Clara Barton founded the American Red Cross. Its national headquarters, just a few blocks from the White House, was built as a memorial to the women of the Civil War; and

WHEREAS, For nearly 143 years, the employees, volunteers, and supporters of the American Red Cross have met loss and disaster with compassion and care. They remind us that we must leave no one behind. During March of this year, we celebrate the ordinary citizens who perform extraordinary acts of service, and we honor the Red Cross for its commitment to making our country and world a better place; and

WHEREAS, Across America, we have seen the work of the Red Cross firsthand. When hurricanes make landfall and floodwaters rise, the Red Cross is ready to provide food, shelter, and emergency supplies. When wildfires spread and tornadoes uproot communities, volunteers arrive from around the county to help survivors heal, recover, and rebuild; and

WHEREAS, We have also turned to the American Red Cross to respond to crises overseas in wake of natural disasters and in preparation for emergencies before they happen. The old saying is still true today: The Red Cross is always there; and

WHEREAS, During American Red Cross Month, all Americans are encouraged to learn more about donating blood, learning first aid, and participating in events to prevent home fires. It is in our community’s DNA to lift each other up, especially on the frontlines of emergencies and disasters; and

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

March 2024

American Red Cross Month

and I encourage all community members to observe this month with relevant programs, ceremonies, and activities, and to support the work of service of the American Red Cross.

Signed in the City of Tumwater, Washington, and recognized on this 20th day of February in the year, two thousand twenty-four.



Debbie Sullivan

Debbie Sullivan
Mayor

**TUMWATER CITY COUNCIL RETREAT
MINUTES OF MEETING
January 27, 2024 Page 1**

CONVENE: 8:00 a.m.

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick and Executive Assistant Brittaney McClanahan.

Facilitator: Nancy Campbell

**WELCOME,
DISCUSSION OF
ELECTED OFFICIAL
RULES,
PROCEDURES &
OPERATING NORMS**

City Administrator Lisa Parks and Mayor Sullivan welcomed the Council and staff. City Administrator Parks introduced Nancy Campbell, the facilitator for the retreat. Facilitator Campbell shared her feedback from her interviews with Council. Council and Mayor worked on and discussed the Council rules, procedures and operating norms.

ADJOURNMENT: The retreat was adjourned at 4:30 p.m.

Prepared by Melody Valiant, City Clerk

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
FEBRUARY 6, 2024 Page 1**

CONVENE: 7:00 p.m.

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Assistant City Attorney Davis Abbott, Finance Director Troy Niemeyer, Community Development Director Michael Matlock, Transportation and Engineering Director Brandon Hicks, Water Resources and Sustainability Director Dan Smith, Planning Manager Brad Medrud, Communications Manager Ann Cook, Housing and Land Use Planner Erika Smith-Erickson, City Clerk Melody Valiant, and Deputy City Clerk Marnie McGrath.

CHANGES TO AGENDA: Mayor Sullivan reported the executive session has been deferred to another Council meeting.

PUBLIC COMMENT: **Tom Doenitz, 126 Roberts Road SE, Tumwater,** said he lives in the neighborhood that will most affected by the E Street Extension project. In the name of equity and inclusion, his community would like the E Street Extension project to be included on the meeting agenda for discussion before any funds are allocated to the project. In May 2023, Councilmember Schneider visited the neighborhood to assess potential environmental destruction that the route could cause. Following the meeting, Councilmember Schneider contacted the Planning and Engineering staff advising them that after meeting with the neighborhood and receiving a presentation and a tour of the area, he believed the neighborhood's concerns were legitimate and worth reviewing. Following his input, the neighborhood never heard from anyone from the City. However, the neighborhood received an email that stated in part, "One of our first steps would be to make sure members of our community are aware of the project and have an opportunity to provide feedback. We will be looking for that input once we receive the funding." Essentially, the email indicated that there is no need to attend Council meetings at this time. At last week's Comprehensive Plan open house and after realizing that people were questioning the E Street Extension project, Brad Medrud stated that he could not answer the questions as he is not the most qualified person to answer questions. Once, again, the request is for the E Street Extension project be added to the agenda before any funds are allocated and with appropriate notice to ensure the community is informed. His community deserves to be heard before funds are allocated otherwise it will be too late.

Don Pape, 4500 Cleveland Avenue, Tumwater, said that according to any depictions online his residence along with another residence

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FEBRUARY 6, 2024 Page 2**

would be the most dramatically affected by the E Street Extension project. Based on drawings, the project reflects a route to their front porches. He previously lost half of his front yard and proposed project would take the remainder of his front property with removal of all trees and shrubs. If the project is approved, it appears there is other sufficient property to align the route away from his home across the road. As mentioned by the previous speaker, there has been little if no notice of the proposed project. Adding the project to the Council's meeting agenda is the right thing to do. He has lived in his home since 1963 representing one of the area's oldest residents.

Javier Cruz-Correa, 220 Roberts Road SE, Tumwater, supported the previous request to schedule a briefing on the E Street Extension project on the Council's next meeting agenda. As a member of the community, he believes it is important to ensure the Council and Mayor receives information from the community about its concerns.

Jack Sherman, 224 Roberts Road, Tumwater, commented about the large grove of trees behind the neighborhood. Deer, birds, and other wildlife live in the area. It appears the E Street Connection project should be aligned near the City's water tower where no wildlife habitat exists. He supports including the project on the Council's next meeting agenda.

In response to public comments, City Administrator Parks explained that the E Street Connection project is a road project that has been in conceptual planning stages for some time. A technical high-level feasibility analysis was completed on several alignment alternatives. Staff has met with representatives from the neighborhood several times. She participated in recent meeting with neighbors. The E Street Connection project is not engineered nor designed. Until the project is engineered and designed, the specific alignment of the road is unknown. As part of the City's legislative requests in recent years, the City has requested approximately \$6 million to \$7 million for design, engineering, planning, and permitting for the E Street Connection project. The specifics of the connection is unknown at this time. Within the components of engineering, design, and permitting, the City must complete the State Environmental Policy Act requirements that requires public participation and environmental review for impacts of the proposed project to include both the built and natural environments. If funding becomes available to the City, the environmental review will follow engineering and design for the E Street Connection project.

SPECIAL ITEMS:

Councilmember Von Holtz read a proclamation declaring February 2024 as *Black History Month* in the City of Tumwater. The proclamation called upon the people of the City of Tumwater to celebrate the contributions of African Americans that are central to

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MINUTES OF HYBRID MEETING
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society, including civic, economic, professional, medical, scientific, military, and artistic excellence.

Mayor Sullivan welcomed several members of the Fred U. Harris Lodge #70. She presented the proclamation to the members.

Lester Dixon reported Fred U. Harris Lodge #70 meets at 512 North Street, Tumwater. On behalf of the Fred U. Harris Lodge, members are appreciative of receiving the proclamation from the City of Tumwater in recognition of *Black History Month*.

**PROCLAMATION:
BLACK HISTORY
MONTH, FEBRUARY
2024:**

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council Work Session, January 9, 2024
- b. Approval of Minutes, City Council, January 16, 2024
- c. Approval of Minutes: City Council Work Session, January 23, 2024
- d. Payment of Vouchers
- e. Ordinance No. O2023-011, Master Permit with Ziply Fiber Pacific, LLC
- f. Resolution No. R2024-002, Surplus Property
- g. Contract with the State Department of Commerce for the 2025 Comprehensive Plan Climate Planning Grant

MOTION:

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

Mayor Sullivan reviewed the items approved on the consent calendar.

**COUNCIL
CONSIDERATIONS:**

**ORDINANCE NO.
O2023-002, FINAL
DOCKET FOR 2023
COMPREHENSIVE
PLAN
AMENDMENTS:**

Planner Smith-Erickson presented the final docket of the 2023 Comprehensive Plan Amendments for consideration.

On October 18, 2022, the City Council approved Ordinance O2022-023 suspending the Comprehensive Plan annual amendment cycle during the 2025 Comprehensive Plan Periodic Update except for City-sponsored amendments. The Council approved the preliminary docket of amendments on February 21, 2023. The final docket includes two City-sponsored amendments comprised of the Old Highway 99 Corridor Plan and the 2024-2029 Six-Year Capital Facilities Plan Update.

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The Old Highway 99 Corridor Plan covers Old Highway 99 connecting the City to south Thurston County, Bush Prairie, and the Olympia Regional Airport to the City of Tumwater and Interstate 5. The corridor has experienced in an increase of residential development and commuters creating peak time congestion. The Old Highway 99 Corridor Plan is related to the Capitol Boulevard Corridor Plan. In 2016, the city updated the Transportation Element of the Comprehensive Plan, which identified the need to expand the Old Highway 99 corridor to two lanes in each direction from 79th avenue to 88th Avenue to meet increased traffic demands. In 2019, the City received approximately \$400,000 to complete a study of the Old Highway 99 corridor from 73rd Avenue to 93rd Avenue.

The City solicited public feedback on the corridor in fall 2020 using a platform enabling users to provide map-based comments along the corridor. The City received 1,100 responses with suggestions and locations for improvements of bicycle lanes, sidewalks, reduced traffic congestion, improved intersection safety, and streetlights. Utilizing the information, a draft Old Highway 99 Corridor Plan was developed. The study included traffic counts and affirmed previous assumptions for level of service along the corridor were accurate.

Planner Smith-Erickson reviewed proposed transportation projects in the plan. Based on funding opportunities and planned projects, the plan recommends a five-phased improvement project.

The Planning Commission agreed the proposal meets the review and approval criteria in Tumwater Municipal Code. The proposed Comprehensive Plan amendments are consistent with the Growth Management Act (GMA) goals and policies. The impacts of the amendment were considered together with other amendments in the 2024 Annual Comprehensive Plan Amendment Final Docket and do not create any inconsistencies when evaluated jointly. Following a public hearing, the Planning Commission forwarded a recommendation for approval of Ordinance No. O2023-002.

The second proposed amendment is the 2024-2029 Capital Facilities Plan (CFP) Update. The last update of the CFP was in 2021 as part of the 2021 Comprehensive Plan Amendments. The CFP is a list of proposed major capital expenditures throughout the City and a multi-year review of strategies and financing requirements for major capital programs. The plan projects needs six years in the future for major construction, infrastructure improvements, planned acquisitions, and machinery and equipment purchases. The Planning Commission concluded the proposed Comprehensive Plan Amendment of the 2024-

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2029 CFP is consistent with the requirements and recommends approval of the amendment.

Staff requests the Council accept the Planning Commission's recommendation as modified by the City Council and approve Ordinance No. O2023-002.

MOTION:

Councilmember Dahlhoff moved, seconded by Councilmember Von Holtz, to approve Ordinance No. O2023-002, Final Docket for 2023 Comprehensive Plan Amendments. Motion carried unanimously.

**ORDINANCE NO.
O2023-012, FINAL
DOCKET FOR 2023
ANNUAL
HOUSEKEEPING
AMENDMENTS:**

Planner Smith-Erickson presented the proposed Final Docket for 2023 Annual Housekeeping Amendments.

During 2022 and 2023, staff reviewed information to determine whether any minor development code housekeeping codes amendments were warranted. The proposed four amendments are intended as minor corrections to the City's development regulations.

TMC 18.60.025(A) establishes a process for development code housekeeping amendments that is similar to the annual Comprehensive Plan amendments process. On September 5, 2023, the City Council approved all the items on the preliminary docket of proposed amendments to move forward as part of the final docket. The Planning Commission held a public hearing on Ordinance No. 02023-012 on December 12, 2023, and recommended approval. The City Council considered the recommendation on January 10, 2024. During its review, the Council recommended one change to the proposed Conditional Use Permit criteria for building height increases in the Light Industrial and Heavy Industrial zone districts to minimize shade and shadow impacts on adjacent shadow-sensitive uses to the greatest extent possible.

The Final Docket includes the following amendments:

- A. Undergrounding Utilities Requirements - Clarifies requirement that new and existing electrical power, telephone, cable television, fiber optics and other transmission lines shall be installed underground. Any deviation would be addressed through the process in TMC Chapter 17.28 Deviation from Requirements. *Councilmember Dahlhoff asked whether the amendment would be linked to the City's street tree plan to avoid any conflicts of planting with utility infrastructure. Manager Medrud advised that staff plans to address the issue after re-initiation of the review of the urban forestry amendments. Street tree regulations in Tumwater Municipal*

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Code 12 address ways to avoid conflicts. The City's Development Guide focuses more attention on those types of conflicts. The proposed amendment is to ensure utilities are undergrounded.

- B. Town Center Mixed Use Subdistrict First Floor Uses - The intent of the Town Center Mixed Use subdistrict is to create a pedestrian environment with first floor land uses that generate pedestrian activity. The amendment clarifies uses that are allowed on the first floor of commercial and residential developments along main streets in the Town Center Mixed Use subdistrict.
- C. Manufactured Home Parks – Open Space Requirements - As the code is written currently, manufactured home parks that are not subject to land division would not be required to provide open space. For new residential developments in which the majority of the dwelling units will be multifamily dwellings or roominghouses, or five or more dwelling units as rowhouses or townhomes, and the land is not being divided, a minimum of fifteen percent of the gross site area shall be set aside for park and open space area.
- D. Building Heights Over Sixty-Five Feet for Specific Industrial Uses - Establish a conditional use permit process for specific industrial uses that exceed 65 feet in the LI Light Industrial and HI Heavy Industrial zone districts. The City's current maximum building height is 65 feet. Planner Smith-Erickson reviewed the criteria the applicant must meet to apply for a conditional use permit for a building height increase. *Councilmember Althausen asked whether the proposed language addresses substantial or undue adverse affects in a scenario where an adjacent property owner installed solar panels on the building's roof that might result in disruption of photovoltaic cells or solar panel power generation. Manager Medrud advised that the additional language added based on the Council's conversation addresses shade and shadowing impacts to adjacent uses to the greatest extent possible. Planner Smith-Erickson added that the conditional use permit process requires public notice and all properties located within 300 feet of the proposal would receive a notice of the hearing examiner public hearing on the proposed conditional use permit application. Councilmember Cathey commented on previous concerns that the public notification area for conditional use permits were not sufficient and often does not inform other homeowners in the surrounding area. Planner Smith-Erickson advised that the Tumwater Municipal Code specifies the publication in the official newspaper, mailings to all owners of property located within applicable feet of the project, and posting of the public notification on the City's website and on*

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the subject property. Councilmember Cathey questioned how the regulations satisfy an extension of notifications to other affected property owners located outside the specific notification area. Manager Medrud advised that broader notification is addressed in Tumwater Municipal Code Chapter 14.06.070 enabling the Director of Community Development to extend the notification area beyond the 300 feet in cases where the area notified does not provide adequate notice to neighbors of a pending action. Councilmember Cathey reiterated her concerns that many in the community impacted by a pending project are not aware or have not been notified of a pending project. Manager Medrud advised that the issue is worthy of discussion during the future update of the Development Code as part of the 2025 Comprehensive Plan Periodic Update process. Recent state legislation included updates to permit review processes, which will entail a City review of Title 14.

Planner Smith-Erickson requested the Council accept the Planning Commission's recommendation as modified by the Council to approve Ordinance No. O2023-012.

MOTION:

Councilmember Agabi moved, seconded by Councilmember Dahlhoff, to approve Ordinance No. O2023-012, Motion carried unanimously.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:**

Peter Agabi

The February 13, 2024 meeting was cancelled.

**GENERAL
GOVERNMENT:**
Michael Althausen

At the January 10, 2024, members approved meeting minutes, discussed the 2025 Comprehensive Plan Periodic Update and the 2024 Long Range Planning Work Program, and reviewed two contracts with the Department of Commerce for funding to assist the City during the Comprehensive Plan update process.

PUBLIC WORKS:
Eileen Swarthout

The next meeting is scheduled on Thursday, February 8, 2024 at 8 a.m.

**BUDGET AND
FINANCE:**
Debbie Sullivan

There was no report.

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

City Attorney Kirkpatrick introduced Davis Abbott as the City's Assistant City Attorney. Assistant Attorney Abbott is a Washington native and previously directed a non-profit organization focused on providing low-cost legal representation to low-income member of the community. His new position will focus on risk management, purchasing, and contracts.

Assistant City Attorney Abbott said he looks forward to working with the City and the Council.

City Administrator Parks reported on the promotion of Marnie McGrath as the City's Deputy Clerk.

City Administrator Parks reported on the good attendance at the City's Comprehensive Plan Open House last week. Approximately 60 members of the community attended the open house or participated virtually. A component of the meeting included an interactive survey with survey questions. The meeting included a discussion on the community survey (still available online).

On Tuesday, February 13, 2024, the Tumwater Youth Performing Arts Showcase will be featured from 6:30 p.m. to 8:30 p.m. at the Washington Center for Performing Arts. The showcase is a collaborative effort between the City's new Art Coordinator through the Tumwater Parks and Recreation Department and the Tumwater School District and reflects the City's tradition of supporting and cultivating youth talent.

On Monday, February 12, 2024 from 6:00 p.m. to 7:30 p.m. at Tumwater High School, a community conversation is scheduled on the parks ordinance amendments proposed by the City. The meeting will begin with a presentation by City staff followed by a question and answer session. The event will feature some stations in the meeting room to for community members to receive specific information on public health and safety, housing issues, affordable housing, parks and facilities, and some of the City's requirements and process for the proposed parks ordinance amendments. Councilmember Dahlhoff plans to attend the event to answer questions.

City Administrator Parks reported on the recent award of grants for the Water Resources and Sustainable Department. The first grant enables the City to install EV chargers at City Hall and at Pioneer Park, three water quality grants received from the Department of Ecology totaling approximately \$857,000 will fund Pioneer Park Riparian Restoration Phase 2, Beehive Industrial Area Stormwater Retrofit Design, and nutrient reduction enhanced maintenance plans

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An email was transmitted to the Council inviting members to participate in *The Switch Is On*, a campaign as part of the Thurston Climate Mitigation Collaborative Outreach program focused on highlighting how home energy efficiency and electrification can move forward. Pre-registration is required for the event through Director Dan Smith.

The City recently received a new vactor truck for the City's stormwater crew.

Mayor Sullivan attended the last meeting of the Intercity Transit Authority Board on January 17, 2024. Members welcomed the first class of 19 bus operators for 2024. Members were updated on weather events and operational processes of some machinery.

Mayor Sullivan is scheduled to attend the American Public Transportation Association (APTA) conference on behalf of Intercity Transit in early April 2024 in Washington, D.C.

Mayor Sullivan attended the 62nd Airlift Wing social event at Joint Base Lewis-McChord on January 25, 2024.

**COUNCILMEMBER
REPORTS:**

Joan Cathey:

Councilmember Cathey attended meetings of the General Government Committee and the Regional Housing Council. At an upcoming meeting of the Solid Waste Advisory Committee, the committee will work on a plan for solid waste and plans for a drop center in south Thurston County, as well as changes at the main landfill site. Councilmember Cathey participated in the Council Retreat on Saturday, January 27, 2024. She thanked City Administrator Parks for an excellent report.

Eileen Swarthout

At the last meeting of the Thurston Regional Planning Council on February 2, 2024, members approved the Council's regional planning calendar for 2024, held election of officers, appointed members of the Executive Director Evaluation Subcommittee, and received a presentation on the GMA Housing Need Allocations.

Michael Althausen:

At the Regional Housing Council (RHC) meeting on January 24, 2024, members welcomed Thurston County Commissioner Emily Clouse replacing Thurston County Commissioner Carolina Mejia. Commissioner Clouse will serve as the Vice Chair of the RHC. Lacey Councilmember Cox will continue serving as Chair until March when election will be held for the position. Members discussed its 2024 Request For Proposal process for both housing projects (capital) and services. Members enacted a new policy on funding for responsiveness

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to projects presented later in the year outside of the RFP process. A new *Opportunity Fund* was created totaling \$1.7 million in addition to the \$7.1 million to be held in reserve for proposals received later in the year. Members received an update on the state's 2023 Right-of-Way Initiative project that provided some funding for local jurisdictions to clean up encampments and fund the purchase of Maple Court Hotel in Lacey to provide supportive housing units. State funds assisted in cleaning up six encampments, added 168 units of housing, and moved 265 individuals from living outside to shelter.

Leatta Dahlhoff

The Opioid Response Plan was accepted by the Board of Thurston County Commissioners with new strategies and priorities with a link to the current legislative session of bills proposed for educational campaigns for the opioid and overdose epidemic. Funds received from the Opioid Abatement Council established from settlement monies from the Opioid Settlement from distributors and manufacturers will be allocated to a Sub Opioid Abatement Council (Lacey, Olympia, Tumwater, and Thurston County) to address opioid abuse and overdose epidemic.

Peter Agabi:

Councilmember Agabi reported on future meetings. He is also scheduled to participate in a police ride-along.

Angela Jefferson:

At the January 26, 2024 meeting, members of the Tumwater HOPES were introduced to the new Coalition Coordinator, Courtney Fuller. Members reviewed upcoming community events. Councilmember Jefferson invited Ms. Fuller to attend a Council meeting and provide a self-introduction.

Councilmember Jefferson reached out to several individuals concerning the Community Development Block Grant RFP process. She plans to meet with staff from Senior Services of South Sound and other housing assistance service providers to discuss ways to encourage seniors to apply for funding assistance.

Kelly Von Holtz:

Councilmember Von Holtz attended her first Thurston County Law Enforcement Assisted Diversion meeting. Members received a presentation on a database to assist partnering agencies share information.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 8:18 p.m.

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: February 20, 2024
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- February 02, 2024, payment of Eden vouchers 173859 to 173863 in the amount of \$754.83; and Enterprise vouchers 182480 to 182533 in the amount of \$196,249.21 and electronic payments 903917 to 903938 in the amount of \$720,330.25 and wire payments in the amount of \$1,192,983.00.
- February 09, 2024, payment of Eden vouchers 173864 to 173866 in the amount of \$384.03; and Enterprise vouchers 182534 to 182606 in the amount of \$273,503.35 and electronic payments 903939 to 903960 in the amount of \$46,735.78.

2) Background:

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

Vendor		
Heritage Restoration	83,461.55	Brewmaster house restoration
BEN-KO-MATIC CO	611,124.70	Vactor 2100i Chassis
Bud Clary Ford/Hyundai	51,998.63	Ford F150 Lightning for Sewer OPS
Ron's Stump Removal	20,452.49	Removal of big leaf maple trees #'s 6, 7, 8 & 9
Thurston County Auditor	40,828.72	2023 Voter Registration
Thurston County	62,601.83	Qtr4 Thurston County Public Defense
Thurston County District Court	38,111.00	October, November & December Infraction Payments

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

3) Policy Support:

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

4) Alternatives:

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

5) Fiscal Notes:

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

6) Attachments:

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

EXHIBIT "A"

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

Enterprise ERP

Voucher/Check Nos 182480 through 182533 in the amount of \$196,249.21

Electronic payment No 903917 through 903938 in the amount of \$720,330.25

Wire payments of \$1,192,983.00

Eden

Voucher/Check Nos 173859 through 173863 in the amount of \$754.83



Asst. Finance Director, on behalf of the Finance Director

Checks dated 02/02/2024

EXHIBIT "B"

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

Enterprise ERP

Voucher/Check Nos 182534 through 182606 in the amount of \$273,503.35

Electronic payment No 903939 through 903960 in the amount of \$46,735.78

Eden

Voucher/Check Nos 173864 through 173866 in the amount of \$384.03



Asst. Finance Director, on behalf of the Finance Director

Checks dated 02/09/2024

TO: City Council
FROM: Brad Medrud, Planning Manager
DATE: February 20, 2024
SUBJECT: Interlocal Agreement with the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3

1) Recommended Action:

Authorize the Mayor to sign the amended Interlocal Agreement between the City of Tumwater and the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3.

2) Background:

The streaked horned lark, the Olympia pocket gopher, and the Oregon spotted frog were listed for protection under the federal Endangered Species Act (ESA) in 2013, 2014, and 2016, respectively. The Oregon vesper sparrow is not federally listed under the ESA yet, but it is anticipated to be listed in the future. All four species occur within the City.

Under the ESA, the U.S. Fish and Wildlife Service (USFWS) may issue an incidental take permit to private and public landowners to allow for limited “take” of these species. One of the requirements for an incidental take permit to be issued is that USFWS approve a habitat conservation plan.

Working together with the Port of Olympia, a large group of stakeholders, and consultants, the City is preparing the Bush Prairie HCP to identify appropriate mitigation for impacts to the three endangered prairie species, as well as the Oregon spotted frog. The HCP will allow City and Port operations and maintenance, as well as public and private development to occur in some areas frequented by endangered species, in exchange for the development of contiguous mitigation sites that offset any impacts.

The goal of the HCP is to allow responsible growth to occur in the City, as required under the state Growth Management Act, while providing superior species protection over what the ad-hoc, case-by-case federal permitting approach currently provides. It is the intent of the HCP to cover all development actions by private and public landowners that require municipal approvals.

The City and Port approved an Interlocal Agreement in 2016 to prepare the Bush Prairie HCP.

The General Government Committee was briefed on the original proposed Interlocal Agreement between the City of Tumwater and the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3 on November 3, 2023, and the Council approved the original version of the amendment on November 21, 2023.

Following the Council approval of the amendment, the Port of Olympia staff proposed additional modifications to the amendment. City staff reviewed the proposed modifications and agreed to take the modified amendment back through the Council approval process.

The amendment includes additional language to address the Phase 3 and 4 and future

grants and extends the agreement to 90 days after USFWS approval of the HCP and City Council acceptance of the incidental take permit or December 31, 2028, whichever comes first.

All other terms and conditions of the Interlocal Agreement modified by Amendment No. 3 would remain in full force and effect.

The Port of Olympia Commission approved the amendment at their January 22, 2024, meeting.

On February 14, 2024, the General Government Committee placed the amendment on the consent calendar for the City Council's February 20, 2024, meeting.

3) Policy Support:

Comprehensive Plan Conservation Element Goal C-1: Recognize the significant role played by natural features and systems in determining the overall environmental quality and livability of Tumwater.

Comprehensive Plan Conservation Element Policy C-2.16: Protect and preserve habitats for species, which have been identified as endangered, threatened, or sensitive by the state or federal government, giving "special consideration: to conservation or protection measures necessary to preserve or enhance anadromous fisheries.

4) Alternatives:

☐ None.

5) Fiscal Notes:

Work on this project is funded by federal grants and City general government funds.

6) Attachments:

A. Interlocal Agreement between the City of Tumwater and the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3

**THIRD AMENDMENT
TO
CITY OF TUMWATER/PORT OF OLYMPIA
INTERLOCAL AGREEMENT
FOR
HABITAT CONSERVATION PLAN
PREPARATION**

This Third Amendment ("Third Amendment") is dated effective this ___ day of February, 2024, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and the PORT OF OLYMPIA ("PORT"), a Washington public port district.

A. The CITY and the PORT entered into an Interlocal Agreement dated effective November 1, 2016, whereby the parties agreed to prepare a Habitat Conservation Plan jointly ("Agreement").

B. The CITY and the PORT entered into the First Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated May 11, 2020, that extended the Agreement until December 31, 2021 ("First Amendment").

C. The CITY and the PORT entered into the Second Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated November 1, 2021, that extended the Agreement until December 31, 2023 ("Second Amendment").

D. Section 8 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

E. The CITY and the PORT desire to amend the Agreement to continue the activities described in Section 1 of the Agreement, add additional activities, and extend the duration of the Agreement.

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

1. Agreement.

Section 1 of the Agreement shall be amended to add additional responsibilities of the parties, as follows:

A. The City will maintain and fulfill the grant financial commitment for the HCP Phase 1 completion of \$58,000.00 in cash matching funds and \$30,000.00 of in-kind matching funds;

- B. The Port will be responsible for additional funding not to exceed \$58,000, resulting from Port participation in the HCP Phase 1 that result from an expanded scope and additional process associated with inclusion of Port properties;
- C. The City of Tumwater will seek reimbursement from the Washington Department of Fish and Wildlife (“WDFW”) for activities covered under this ILA. The City of Tumwater will then bill the Port of Olympia for the Port’s portion;
- D. The City is responsible for the HCP Phase 1 grant reporting and deliverables directly to WDFW and will therefore maintain primary responsibility for project completion for the HCP Phase 1;
- E. The Parties agree to apply for HCP Phase 2 grant funds jointly, with the Port working with U.S. Fish & Wildlife as lead to prepare the application. The Port and the City will jointly ensure all reporting requirements are met and deliverables submitted on time for HCP Phase 2;
- F. The Parties agree to split grant funding match obligations for HCP Phase 2 grant funds evenly in an amount not to exceed \$150,000 per party;
- G. The Parties agree to apply for grant funds for additional HCP phases jointly, as required by necessity or practicality. The City will be responsible for grant applications, reporting, and deliverables with assistance provided by the Port as required. Prior to acceptance of future phase grants, the Parties agree that grant funding match obligations will be split evenly and with an identified not-to-exceed dollar amount per Party;
- H. The HCP Phase 3 grant obligates the Parties to funding match obligations not to exceed \$39,500 per party. Additionally, the HCP Phase 4 grant is anticipated to obligate the Parties to funding match obligations not to exceed \$90,000 per party. Future phase grants meeting the criteria listed in Paragraph G need not be incorporated into a subsequent formal amendments of this Agreement.
- I. The Parties agree to cooperate in jointly developing and implementing mitigation measures identified as part of the HCP process, with specific allocation of mitigation costs and obligations to be determined by later agreement of the Parties prior to approval of the final HCP; and

JH. It is expected upon approval of the HCP that incidental take permits under the ESA will be issued to both Parties.

2. Duration.

Section 2 of the Agreement shall be amended to extend the term of the Agreement, as follows:

The terms and performance of this Agreement shall commence after the approval by the governing body of each Party and following the recording of this Agreement with the Thurston County Auditor or posting of this Agreement on each Party's website as provided in RCW 39.34.040. This Agreement shall terminate ninety (90) days after issuance of an Incidental Take Permit by the U.S. Fish and Wildlife Service, indicative of U.S. Fish and Wildlife Service approval of the HCP, and subsequent City approval of revisions to applicable municipal codes regarding development related to an Incidental Take Permit~~upon USFWS approval of the joint HCP and the granting of associated incidental take permits to each Party~~ or December 31, 202~~83~~8, whichever occurs sooner.

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501
Debbie Sullivan, Mayor

PORT:

PORT OF OLYMPIA
606 Columbia Street NW
Olympia, WA 98501
Rudy Rudolph,
Interim Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Karen Kirkpatrick
Tumwater City Attorney

Rick Hughes
Port General Legal Counsel

TO: City Council

FROM: Brad Medrud, Planning Manager

DATE: February 20, 2024

SUBJECT: Interlocal Agreement with the City of Lacey, the City of Olympia, the City of Tenino, City of Yelm, Thurston County, and Thurston Regional Planning Council to Support Housing Element Updates

1) Recommended Action:

Authorize the Mayor to sign the Interlocal Agreement between the City of Lacey, the City of Olympia, the City of Tenino, the City of Tumwater, City Yelm, Thurston County, and Thurston Regional Planning Council to Support Housing Element Updates in substantially similar form as approved by the City Attorney.

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations. For the current cycle, the City is required to complete work on the periodic update by June 30, 2025.

The Interlocal Agreement between the City of Lacey, the City of Olympia, the City of Tenino, the City of Tumwater, City Yelm, Thurston County, and Thurston Regional Planning Council to Support Housing Element Updates will allow the City of Tumwater to participate with other jurisdictions in the County in having the Thurston Regional Planning Council (TRPC) complete a land capacity analysis for housing in cities of Lacey, Olympia, Tenino, Tumwater, and Yelm, and Thurston County that meets regional needs for Comprehensive Plan updates due in 2025, and if necessary, facilitate a review and update to the housing allocations for the Thurston region completed in 2023.

On February 14, 2024, the General Government Committee placed the interlocal agreement on the consent calendar for the City Council's February 20, 2024, meeting.

3) Policy Support:

Goal LU-1: Ensure the Land Use Element is implementable and coordinated with all applicable City plans and the plans of other jurisdictions in the Thurston region.

Policy LU-1.14 Coordinate the Land Use Element with the strategies in the most recent version of the Thurston Climate Mitigation Plan.

4) Alternatives:

☐ None

5) Fiscal Notes:

The total cost to the City will be \$8,149 and will be paid for by the General Fund.

6) Attachments:

- A. Interlocal Agreement
- B. Scope of Work

Interlocal Agreement

Between the City of Lacey, the City of Olympia, the City of Tenino, the City of Tumwater, City of Yelm, Thurston County, and Thurston Regional Planning Council

To Support Housing Element Updates

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto below between: the City of Lacey, a Washington municipal corporation, (hereinafter "LACEY"); the City of Olympia, a Washington municipal corporation, (hereinafter "OLYMPIA"); the City of Tenino, a Washington municipal corporation, (hereinafter "TENINO"); the City of Tumwater, a Washington municipal corporation, (hereinafter "TUMWATER"); the City of Yelm, a Washington municipal corporation, (hereinafter "YELM"); Thurston County, a Washington municipal corporation, (hereinafter "COUNTY"); and the Thurston Regional Planning Council, a state-designated council of governments and regional transportation planning organization, (hereinafter "TRPC"), collectively referred to as "the Parties."

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, populations, and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, in 2021, Washington State approved an amendment to RCW 36.70A.070(2), a section of the Growth Management Act (GMA), to instruct local governments to "plan and accommodate" for housing affordable to all income levels; and

WHEREAS, under this provision, housing elements must include an assessment and allocation of housing need for different income groups and must identify sufficient capacity of land for housing to meet that projected housing need; and

WHEREAS, pursuant to RCW 36.70A.130(5) all jurisdictions within Thurston County will need to review and revise their comprehensive plans by June 30, 2025, to address the new housing element requirements; and

WHEREAS, the Washington State Department of Commerce has created guidance and tools for assessing housing need and allocating housing units within a County; and

WHEREAS, LACEY, OLYMPIA, TUMWATER, YELM, and the COUNTY contracted with the Thurston Regional Planning Council (TRPC) in 2023, to design and facilitate a process to reach regional agreement on the housing allocation method and housing allocations; and are seeking continued support to complete a land capacity analysis, given TRPC's mission and staff expertise;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

I. Services Provided by TRPC

TRPC represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Agreement.

A description of the services to be performed by TRPC is set forth in Exhibit A Scope of Work, attached hereto and incorporated herein by reference.

TRPC will submit invoices, as applicable, in accordance with Exhibit A: Scope of Work for payment of completed work during the billing period, and not to exceed a total of \$52,000.

TRPC shall complete its work in accordance with the schedule agreed to by the Parties.

II. Funding and In-kind Commitment

- i. **Funding.** Each Party shall contribute a share of funding proportional to the total number of zoning districts within its jurisdiction, and which collectively is sufficient for the execution of the tasks and budget outlined in Exhibit A. The share of total funding will be determined as follows:
 - a. **Lacey** – 24%
 - b. **Olympia** – 25%
 - c. **Tenino** – 8%
 - d. **Tumwater** – 16%
 - e. **Yelm** – 10%
 - f. **Thurston County** – 17%
- ii. **In-kind Commitment.** LACEY, OLYMPIA, TENINO, TUMWATER, YELM, and THURSTON COUNTY shall allocate in-kind staff time to implement this Agreement. In-kind staff support includes, but is not limited to:
 - a. Staff participation in meetings identified in Exhibit A Scope of Work.
 - b. Staff review of Agreement materials.
 - c. Staff coordination with other relevant staff and elected officials from their jurisdiction on ILA products and outcomes.

III. Indemnification and Insurance

Each Party agrees to defend, indemnify, and hold the other Parties, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney's fees, arising out of or in connection with the indemnifying Party's performance of this Agreement, including injuries and damages caused by the negligence of the indemnifying Party's officers, officials, and employees.

The Parties agree to maintain liability insurance; this may be fulfilled by a party's membership and coverage in WCIA, AWC, or another self-insured municipal insurance pool.

IV. No Separate Legal Entity Created

This Agreement creates no separate legal entity. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

V. Relationship of the Parties

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended.

VI. Duration of Agreement

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate on December 31, 2025, unless sooner terminated by the Parties as provided herein.

VII. Dispute Resolution

- a. Step One – Negotiation. In the event of a dispute concerning any matter pertaining to this Agreement, the Parties involved shall attempt to adjust their differences by informal negotiation. The Party perceiving a dispute or disagreement persisting after informal attempts at resolution shall notify the other Parties in writing of the general nature of the issues. The letter shall be identified as a formal request for negotiation and it shall propose a date for representatives of the Parties to meet. The other Parties shall respond in writing within ten (10) business days. The response shall succinctly and directly set out that Party's view of the issues or state that there is no disagreement. The Parties shall accept the date to meet or shall propose an alternate meeting date not more than ten (10) business days later than the date proposed by the Party initiating dispute resolution. The representatives of the Parties shall meet in an effort to resolve the dispute. If a resolution is reached, the resolution shall be memorialized in a memorandum signed by all Parties, which shall become an addendum to this Agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step One expenses. Negotiation under this

provision shall not exceed 90 days. If a resolution is not reached within 90 days, the Parties shall proceed to mediation.

- b. Step Two – Mediation. If the dispute has not been resolved by negotiation within ninety (90) days of the initial letter proposing negotiation, any Party may demand mediation. The mediator shall be chosen by agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step Two expenses. The parties to the mediation will share the cost of the mediator. A successful mediation shall result in a memorandum agreement, which shall become an addendum to this Agreement. Mediation under this provision shall not exceed 90 days. If the mediation is not successful within 90 days, the Parties may proceed to litigation.
- c. Step Three – Litigation. Unless otherwise agreed by the Parties in writing, Step One and Step Two must be exhausted as a condition precedent to filing of any legal action. A Party may initiate an action without exhausting Steps One or Two if the statute of limitations is about to expire and the Parties cannot reach a tolling agreement, or if either Party determines the public health, safety, or welfare is threatened.

VIII. Amendments

This Agreement may be amended only by written agreement executed in accordance with chapter 39.34 RCW.

IX. Termination of Agreement

This Agreement may be terminated upon mutual agreement of the Parties. Any party may withdraw upon thirty (30) days written notice to the other Parties.

X. Interpretation and Venue

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

XI. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes all prior agreements oral or otherwise with respect to the specific subject matter addressed herein.

XII. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the Parties' websites as provided by RCW 39.34.040.

XIII. Counterparts

GMA Housing Element Support ILA
01/12/2024

This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the Parties. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature. A Party may sign by digital or electronic signature, which signature shall be effective as permitted by law.

XIV. Notice

Any notice required under this Agreement shall be to the party at the address listed below and it shall become effective three days following the date of deposit with the United States Postal Service.

CITY OF LACEY

Attn: Grant Beck, Planning and Development Services Manager
Re: GMA Housing Element Support
420 College Street SE
Lacey, WA 98503

CITY OF OLYMPIA

Attn: Leonard Bauer, Community Planning and Development Director
Re: GMA Housing Element Support
P.O. Box 1967
Olympia, WA 98507-1967

THURSTON COUNTY

Attn: Ashley Arai, Community Planning Manager
Re: GMA Housing Element Support
3000 Pacific Avenue SE
Olympia, WA 98501

CITY OF TENINO

Attn: Dan Penrose, SCJ Alliance
Re: GMA Housing Element Support
149 Hodgden Street
South Tenino, WA 98589

CITY OF TUMWATER

Attn: Brad Medrud, Planning Manager
Re: GMA Housing Element Support
555 Israel Road SW
Tumwater, WA 98501

CITY OF YELM

Attn: Gary Cooper, Planning and Building Manager
Re: GMA Housing Element Support
106 Second Street SE

GMA Housing Element Support ILA
01/12/2024

Yelm, WA 98597

THURSTON COUNTY

Attn: Ashley Arai, Community Planning Manager
Re: GMA Housing Element Support
3000 Pacific Avenue SE
Olympia, WA 98501

THURSTON REGIONAL PLANNING COUNCIL

Attn: Michael Ambroggi, Senior Planner
Re: GMA Housing Element Support
2411 Chandler Court SW
Olympia, WA 98502

XV. Waiver

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

XVI. Severability

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

I. Records Retention and Audit

During the progress of the work and for a period not less than six (6) years from the completion of the tasks set forth herein, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection by any Party and the Federal and State Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period.

This Agreement is hereby entered between the Parties and it shall take effect on the date of the last authorizing signature affixed hereto:

[Signatures are affixed to next pages.]

GMA Housing Element Support ILA
01/12/2024

GOVERNMENT AGENCY EXECUTIVE

CITY OF LACEY
420 College Street SE
Lacey, WA 98503

Rick Walk, City Manager

Date: _____

APPROVED AS TO FORM

David Schneider, City Attorney

GMA Housing Element Support ILA
01/12/2024

GOVERNMENT AGENCY EXECUTIVE

CITY OF OLYMPIA
601 4th Ave East
Olympia, WA 98501

Steven J. (Jay) Burney, City Manager

Date: _____

APPROVED AS TO FORM

Michael Young, Deputy City Attorney

GMA Housing Element Support ILA
01/12/2024

GOVERNMENT AGENCY EXECUTIVE

CITY OF TENINO
149 Hodgen Street
South Tenino, WA 98589

David Watterson, Mayor

Date: _____

APPROVED AS TO FORM

Rick Hughes, City Attorney

GMA Housing Element Support ILA
01/12/2024

GOVERNMENT AGENCY EXECUTIVE

CITY OF TUMWATER

555 Israel Road SW
Tumwater, WA 98501

Debbie Sullivan, Mayor

Date: _____

APPROVED AS TO FORM

Karen Kirkpatrick, City Attorney

GMA Housing Element Support ILA
01/12/2024

GOVERNMENT AGENCY EXECUTIVE

CITY OF YELM
106 Second Street SE
Yelm, WA 98597

Todd Stancil, City Administrator

Date: _____

APPROVED AS TO FORM

Brent Dille, City Attorney

GMA Housing Element Support ILA
01/12/2024

GOVERNMENT AGENCY EXECUTIVE

THURSTON COUNTY

3000 Pacific Avenue SE
Olympia, WA 98501

Joshua Cummings, Director of Community Planning and Economic Development

Date: _____

APPROVED AS TO FORM

Travis Burns, Deputy Prosecuting Attorney

GMA Housing Element Support ILA
01/12/2024

GOVERNMENT AGENCY EXECUTIVE

THURSTON REGIONAL PLANNING COUNCIL

2411 Chandler Court SW
Olympia, WA 98502

Marc Daily, Executive Director

Date: _____

GMA Housing Land Capacity Analysis – Exhibit A, TRPC Scope of Work
FINAL – 1/12/2024

Exhibit A

TRPC Scope of Work

This document includes a proposed scope of work for the Thurston Regional Planning Council (TRPC) to complete a land capacity analysis for housing in cities of Lacey, Olympia, Tenino, Tumwater, and Yelm, and Thurston County that meets regional needs for Comprehensive Plan updates due in 2025, and if necessary, facilitate a review and update to the housing allocations for the Thurston region completed in 2023.

Project Assumptions:

- Project partners include the cities of Lacey, Olympia, Tenino, Tumwater, Yelm, and Thurston County. Project partners will allocate staff time to participate in scheduled meetings, review draft materials, and coordinate with relevant staff and elected officials for their jurisdiction.
- The land capacity analysis will be developed to be consistent with RCW 36.70A.070(2)(c) and guidance developed by the Washington State Department of Commerce.
- TRPC will use the housing allocations developed by the project partners in 2023 unless project partners choose to revisit and revise those allocations as a part of this project (Optional Task 4).
- TRPC will use the land capacity reported in the 2021 Buildable Lands Report (Appendix III), including TRPC's method for estimating ADUs. Data may be retabulated to account for recent annexations, but the underlying model will not be substantially updated.
- Project partners have determined they do not need an Emergency Housing land capacity analysis.
- TRPC will develop a standard presentation of land capacity results for policymakers, but will not participate in any presentations.

Tasks	Description
Task 1	1.1 Project Management <ul style="list-style-type: none"> • Prepare monthly invoices, ensure project objectives are met, oversee adherence to schedule and budget, and ensure timely delivery of project deliverables.
Deliverables	<ul style="list-style-type: none"> • Monthly invoices and project updates
Task 2	Land Capacity Analysis 2.1 Initial Land Capacity and Classification <ul style="list-style-type: none"> • Review existing land supply forecast and summarize land capacity by zone. • Calculate additional capacity for ADUs on developed lots using TRPC method. • Develop an initial classification of zones by allowed housing types and density level. • Meet with planning staff from each project partner to review and revise classification (6 meetings) • Update zoning classifications and initial land capacity

GMA Housing Land Capacity Analysis – Exhibit A, TRPC Scope of Work
FINAL – 1/12/2024

Tasks	Description
	<p>2.2 Assess Housing Affordability and Housing Types by Zone</p> <ul style="list-style-type: none"> Relate zone categories to housing types and income levels, using tables provided in guidance document from the Department of Commerce. Update zoning classifications developed in Task 2 as needed. <p>2.3 Land Capacity Analysis by Housing Need</p> <ul style="list-style-type: none"> Compare projected housing needs to capacity and zoning classifications, and identify whether there are any deficits. <p>2.4 Partner Coordination and Review</p> <ul style="list-style-type: none"> Facilitate 2-3 meetings of project partner staff to confirm direction and review materials. <p>Potential agendas for meetings include:</p> <p>Meeting 1</p> <ul style="list-style-type: none"> Review project expectations and schedule Review initial land capacity classifications Review initial affordability levels by zone Get consensus on methods <p>Meeting 2</p> <ul style="list-style-type: none"> Overview of Meeting 1 Present initial land capacity analysis Identify need for actions to address any deficits, such as changes to zoning or changes to housing need allocations. <p>Meeting 3 (optional)</p> <ul style="list-style-type: none"> Overview of previous meetings Present revised land capacity analysis, based on changes identified in previous meetings. Identify any further actions to address remaining housing need deficits or changes to housing need allocations.
Deliverables	<ul style="list-style-type: none"> Draft summary of land capacity and classification Draft table showing relationship between zoning categories, housing types, and income levels Meeting agendas and summaries
Task 3	<p>3.1 Draft and Final Deliverables – Land Capacity Analysis</p> <ul style="list-style-type: none"> Prepare final tables and figures for presentation. Prepare draft and final PowerPoint presentation of process and process outcomes.

GMA Housing Land Capacity Analysis – Exhibit A, TRPC Scope of Work
FINAL – 1/12/2024

Tasks	Description
	<ul style="list-style-type: none"> • Prepare draft and final technical memo documenting land capacity methodology and results, including land capacity for each project partner.
Deliverables	<ul style="list-style-type: none"> • Draft and final PowerPoint slides (6) • Draft and final technical memo (1)
Task 4	<p>Housing Need Allocation Update This task applies if the project partners identify a need to revisit and revise the housing need allocation method completed in 2023.</p> <p>4.1 Allocation Updates</p> <ul style="list-style-type: none"> • Facilitate up to 3 additional meetings of project partner staff. TRPC will invite representatives from Tenino, Rainier, and Bucoda to participate. • Run updated housing allocation methods identified in Task 2. • Revise land capacity analysis to address deficits. <p>4.2 Revised Housing Allocation final deliverables</p> <ul style="list-style-type: none"> • Prepare revised tables and figures for jurisdiction presentations. • Prepare updated technical memo.
Deliverables	<ul style="list-style-type: none"> • Meeting agendas and summaries • Revised Housing Need Allocation technical memo
Task 5	<p>5.1 Countywide Planning Policies Review Scope of Work Develop a scope of work and schedule for updates to the County Wide Planning Policies to ensure consistency and alignment with housing element reviews.</p> <ul style="list-style-type: none"> • Facilitate 1-2 meetings of project partner staff (may overlap with other meetings) • Draft scope and schedule • Update scope based on partner feedback
	<ul style="list-style-type: none"> • CWPP Update Scope of Work

GMA Housing Land Capacity Analysis – Exhibit A, TRPC Scope of Work
FINAL – 1/12/2024

Budget

- Costs to complete the work included in this scope of work will be divided proportionally among the six partner jurisdictions according to each jurisdiction's total number of zoning districts.

Staff	Billing Rate	Task 1 (hours)	Task 2 (hours)	Task 3 (hours)	Task 4 (hours)	Task 5 (hours)	Cost
Senior Planner (PM)	\$78.44	42	160	90	55	5	\$27,611
Planning Manager	\$93.64	5	20	8	15	10	\$5,618
Office Specialist	\$23.00		11				\$536
Subtotal							\$33,766
Indirect Costs	0.54						\$18,234
Total Cost							\$52,000

Cost Per Partner

Jurisdiction	Zoning Districts	Percent of Total Zoning Districts	Cost Per Partner
Lacey	32	24%	\$12,418
Olympia	33	25%	\$12,806
Tenino	11	8%	\$4,269
Tumwater	21	16%	\$8,149
Yelm	14	10%	\$5,433
Thurston Co	23	17%	\$8,925
TOTAL	134		\$52,000

GMA Housing Land Capacity Analysis ILA – Exhibit A, TRPC Scope of Work
FINAL – 01/12/2024

Schedule

- Timing of tasks dependent on when agreement fully executed. Draft schedule assumes new ILA is approved by the end of January 2024.
- Schedule assumes jurisdictions opt for more simple approach to assessing housing affordability and types by zone and emergency housing, and do not have multiple iterative changes to land capacity analysis throughout Comprehensive Plan update processes. Additional complexity will extend the schedule.

Housing Land Capacity Analysis

Draft: 1/3/2024

D= Draft; X = Final

Task 1 - Project management

Task 2 - Land Capacity Analysis

Initial summary by zone
Meet with planning staff (5 meetings)
Initial land capacity
Assess housing affordability and types by zone (simple)
Emergency Housing (simple)
Land capacity analysis
Partner coordination meetings (3)

Task 3 - Draft and Final Deliverables

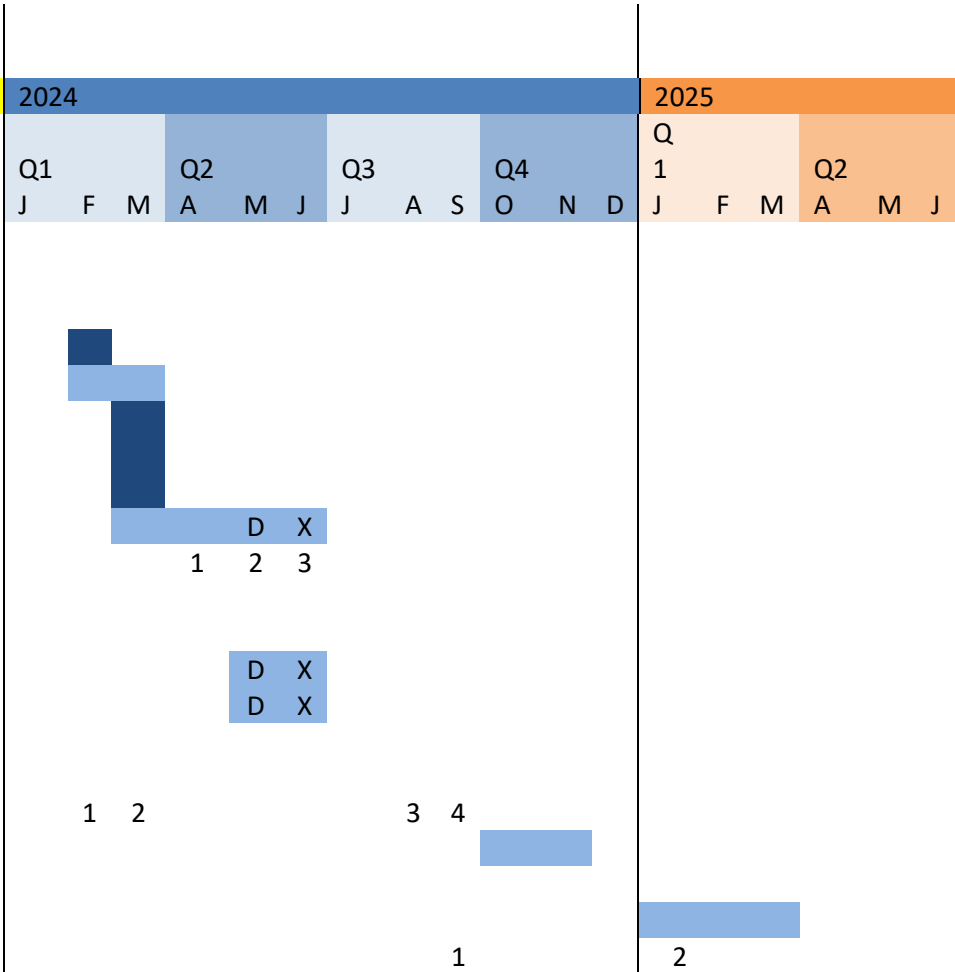
Presentations (5)
Technical memo (1)

Task 4 - Housing Allocation Update

Allocation meetings (4)
Updated deliverables

Task 5 - Countywide Planning Policies Scope

Partner meetings



TO: City Council
FROM: Dave Kangiser, Water Resources Specialist
DATE: February 20, 2024
SUBJECT: 2023-2025 Stormwater Capacity Grant from the Washington Department of Ecology

1) Recommended Action:

Approve and authorize the Mayor to sign 2023-2025 Stormwater Capacity Grant Agreement from the Washington Department of Ecology (ECY). This grant agreement was recommended to be sent to the City Council consent calendar by the Public Works Committee at their February 8, 2024 meeting.

2) Background:

The Capacity Grant is issued by ECY to use to support development and implementation of stormwater programs required by the National Pollutant Discharge Elimination System Permit. This grant is used to purchase equipment and supplies related to maintenance of publicly owned stormwater facilities and spill response. Grant funds also support staff trainings and public outreach efforts. The grant has been increased to \$65,000 per year for the 2023-2025 grant cycle.

3) Policy Support:

B. Be a Leader in Environmental Sustainability
8. Include environmental protection in City projects

4) Alternatives:

☐ Reject funding.

5) Fiscal Notes:

There is no match requirement for this grant. The grant provides \$130,000 to support the City stormwater program from July 1, 2023 through March 31, 2025.

6) Attachments:

A. 2023-2025 Stormwater Capacity Grant Agreement



Agreement No. WQSWCAP-2325-Tumwat-00052

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF TUMWATER

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Tumwater, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-Tumwat-00052
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Tumwater

RECIPIENT INFORMATION

Organization Name: City of Tumwater

Federal Tax ID: 91-6001520
UEI Number: LLLDHHS4E5G1

Mailing Address: 555 Israel Road SW
Tumwater, WA 98501

Physical Address: 555 Israel Road SW
Tumwater, Washington 98501

Contacts

Agreement No: WQSWCAP-2325-Tumwat-00052
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Tumwater

Project Manager	Dave Kangiser Water Resources Specialist 555 Israel Road SW Tumwater, Washington 98501 Email: dkangiser@ci.tumwater.wa.us Phone: (360) 754-4140
Billing Contact	Bonnie Hale Administrative Assistant 555 Israel Road SW Tumwater, Washington 98501 Email: bhale@ci.tumwater.wa.us Phone: (360) 754-4180
Authorized Signatory	Debbie Sullivan Mayor 555 Israel Road SW Tumwater, Washington 98501 Email: dsullivan@ci.tumwater.wa.us Phone: (360) 754-4180

Agreement No: WQSWCAP-2325-Tumwat-00052
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Tumwater

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

Agreement No: WQSWCAP-2325-Tumwat-00052
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tumwater

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

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

Washington State
 Department of Ecology

City of Tumwater

By: _____

By: _____

Vincent McGowan, P.E.

Date

Debbie Sullivan

Date

Water Quality

Mayor

Program Manager

Template Approved to Form by
 Attorney General's Office

Agreement No: WQSWCAP-2325-Tumwat-00052
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 1

Task Cost: \$5,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Recipient Task Coordinator: David Kangiser

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

Agreement No: WQSWCAP-2325-Tumwat-00052
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 2

Task Cost: \$125,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Agreement No: WQSWCAP-2325-Tumwat-00052
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tumwater

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: David Kangiser

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-2325-Tumwat-00052
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tumwater

BUDGET

Funding Distribution EG240337

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant Funding Type: Grant
 Funding Effective Date: 07/01/2023 Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2023-25 Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 125,000.00

Total: \$ 130,000.00

Agreement No: WQSWCAP-2325-Tumwat-00052
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tumwater

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
Total		\$ 0.00	\$ 130,000.00	\$ 130,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

Agreement No: WQSWCAP-2325-Tumwat-00052
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tumwater

transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

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the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

Agreement No: WQSWCAP-2325-Tumwat-00052
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tumwater

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Washington Department of Ecology

Agreement No: WQSWCAP-2325-Tumwat-00052

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: WQSWCAP-2325-Tumwat-00052
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tumwater

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: WQSWCAP-2325-Tumwat-00052
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tumwater

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: WQSWCAP-2325-Tumwat-00052
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tumwater

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Washington Department of Ecology

Agreement No: WQSWCAP-2325-Tumwat-00052

Project Title: 2023-2025 Biennial Stormwater Capacity Grants

Recipient Name: City of Tumwater

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: WQSWCAP-2325-Tumwat-00052
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Tumwater

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQSWCAP-2325-Tumwat-00052
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Tumwater

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQSWCAP-2325-Tumwat-00052
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Tumwater

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

TO: City Council
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: February 20, 2024
 SUBJECT: Israel Road and Linderson Way Pedestrian and Bicycle Improvements Project, Local Agency Federal Aid Prospectus

1) Recommended Action:

Authorize the Mayor to sign the Local Agency Federal Aid Project Prospectus for the Israel Road and Linderson Way Pedestrian and Bicycle Improvements project. The Public Works Committee voted to recommend this item be placed on the consent agenda at their February 8, 2024, Meeting.

2) Background:

This project will focus on multi-modal improvements on Israel Road from Linderson Way to Capitol Boulevard, to include a segment of Linderson Way south of Israel Road. The project will include asphalt pavement resurfacing and repair of areas of significant pavement distress. Utility patching that was completed during the recent water main project will be resurfaced.

This Local Agency Federal Aid Prospectus is a required document by the Washington State Department of Transportation for continued acceptance of grant funding.

3) Policy Support:

Create and Maintain a Transportation System Safe for All Modes of Travel – Bike and Pedestrian System Improvements.

4) Alternatives:

- ☐ Do not authorize the Mayor to sign the Prospectus, reject the funding, and return previously expended funds.

5) Fiscal Notes:

This project will be funded in part by two federal grants (Carbon Reduction Program and the Transportation Alternatives Program [TAP]) totaling \$903,700; local funding match from the Transportation Benefit District (TBD) and Transportation CFP totaling \$1,154,600; for a total of \$2,058,400. The project will be administered and awarded by Thurston Regional Planning Council.

6) Attachments:

A. Local Agency Federal Aid Project Prospectus


**Washington State
Department of Transportation**
**Local Agency Federal Aid
Project Prospectus**

	Prefix	Route	()	Date	
Federal Aid Project Number	TAP	5202	002	DUNS Number	
Local Agency Project Number	2018037	(WSDOT Use Only)		Federal Employer Tax ID Number	

Agency City of Tumwater		CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Israel Rd and Linderson Way Ped & Bike		Start Latitude N 46-59-3.12 End Latitude N 46-59-7.46		Start Longitude W 122-55-5.92 End Longitude W 122-54-45.7	
Project Termini From-To 400' south of Israel R Capitol Boulevard		Nearest City Name Tumwater			Project Zip Code (+4) 98501+5450
Begin Mile Post	End Mile Post	Length of Project 0.50		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID 5202, 520	Begin Mile Point	End Mile Point	City Number 1325	County Number 34	County Name Thurston
WSDOT Region Olympic Region	Legislative District(s) 22		Congressional District(s) 10		Urban Area Number 6

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	90,100	16,800	73,300	December	202
R/W					
Const.	1,968,300	1,137,800	830,400	April	2024
Total	2,058,400	1,154,600	903,700		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 43, 39	Number of Lanes 2 + LTL
-------------------------	----------------------------

Israel Rd: Major collector, 43' W (11' travel / 5' shoulders), straight and flat, poor/fair pavement condition.

~~Linderson Way: Major collector, 39' W (10' travel / 4.5' shoulders), straight and flat, fair pavement condition.~~

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Roadway and multi-modal improvements including construction of refuge island(s), reconstruction of select sidewalk segments and curb ramps, extend bike lanes, signal improvements, roadway and other improvements.

Local Agency Contact Person Brandon Hicks		Title Director		Phone 360-754-4140	
Mailing Address 555 Israel Rd SW			City Tumwater	State WA	Zip Code 98501-6568
Project Prospectus	By _____				
	Approving Authority				
	Title Transportation and Engineering Director				Date

Agency City of Tumwater	Project Title Israel Rd and Linderson Way Ped & Bike	Date
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Type of Proposed Work

Project Type (Check all that Apply)

- ☐ New Construction ☐ Path / Trail ☐ 3-R
☒ Reconstruction ☒ Pedestrian / Facilities ☐ 2-R
☐ Railroad ☐ Parking ☐ Other
☐ Bridge

Roadway Width

43, 39

Number of Lanes

2 + LTL, 2 + LTL

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25 MPH	30 MPH
Design Speed	25 MPH (NA, Enhanced)	30 MPH
Existing ADT	10,000	8,000
Design Year ADT	13,000 (NA, Enhanced)	10,000 (NA, Enhanced)
Design Year	2035 (NA, Enhanced)	2035 (NA, Enhanced)
Design Hourly Volume (DHV)	1,300 (NA, Enhanced)	1,000 (NA, Enhanced)

Performance of Work

Preliminary Engineering Will Be Performed By City of Tumwater	Others %	Agency 100 %
Construction Will Be Performed By Lowest Responsible Bidder	Contract 100 %	Agency %

Environmental Classification

- ☐ Class I - Environmental Impact Statement (EIS)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
☐ Class III - Environmental Assessment (EA)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements
- ☒ Class II - Categorically Excluded (CE)
☒ Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency City of Tumwater	Project Title Israel Rd and Linderson Way Ped & Bike	Date
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Right of Way

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
--	---

Utilities

<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract

Railroad

<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract
--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Adjustments of existing utilities to grade after paving. New structures will improve drainage and reduce ponding.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☒ Yes ☐ No

Remarks

Sidewalk, surfacing improvements, and stormwater improvements will not impact the airport (most of Tumwater is within 2 miles of Olympia Regional Airport).

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Tumwater

Date

By _____
Mayor/Chairperson

TO: City Council
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: February 20, 2024
 SUBJECT: Service Provider Agreement with RH2 Engineering for the Southeast Water Reservoir Design Phases I, II, and III

1) Recommended Action:

The Public Works Committee recommends this item be placed on the considerations agenda at the next Council meeting for discussion and approval to authorize the Mayor to sign the Agreement.

2) Background:

The City's potable water system includes two welded steel standpipe storage tanks and one above ground cement concrete storage tank. Due to population growth and increased water demand, planned improvements of the City's water infrastructure are required. As part of the City's Comprehensive Water System Plan (WSP) completed in June 2021, a new 3-million-gallon reservoir was recommended to address storage and pressure deficiencies in the 350 zone, along with expansion of the water system along 93rd Avenue SW and associated system components. The City owns property adjacent to 93rd Avenue with a 40-foot access easement dedicated to these recommended improvements.

The proposed Agreement includes engineering services for design of the water tank, access road, and system upgrades to connect the new water tank to the existing water mains on 93rd Avenue and Old Highway 99.

3) Policy Support:

B. Be a leader in Environmental Sustainability.
 11. Ensure ample water supply.

4) Alternatives:

- ☐ Reject the agreement and request review of alternatives to address storage and pressure deficiencies.
 - ☐ Recommend changes to the scope of work.
-

5) Fiscal Notes:

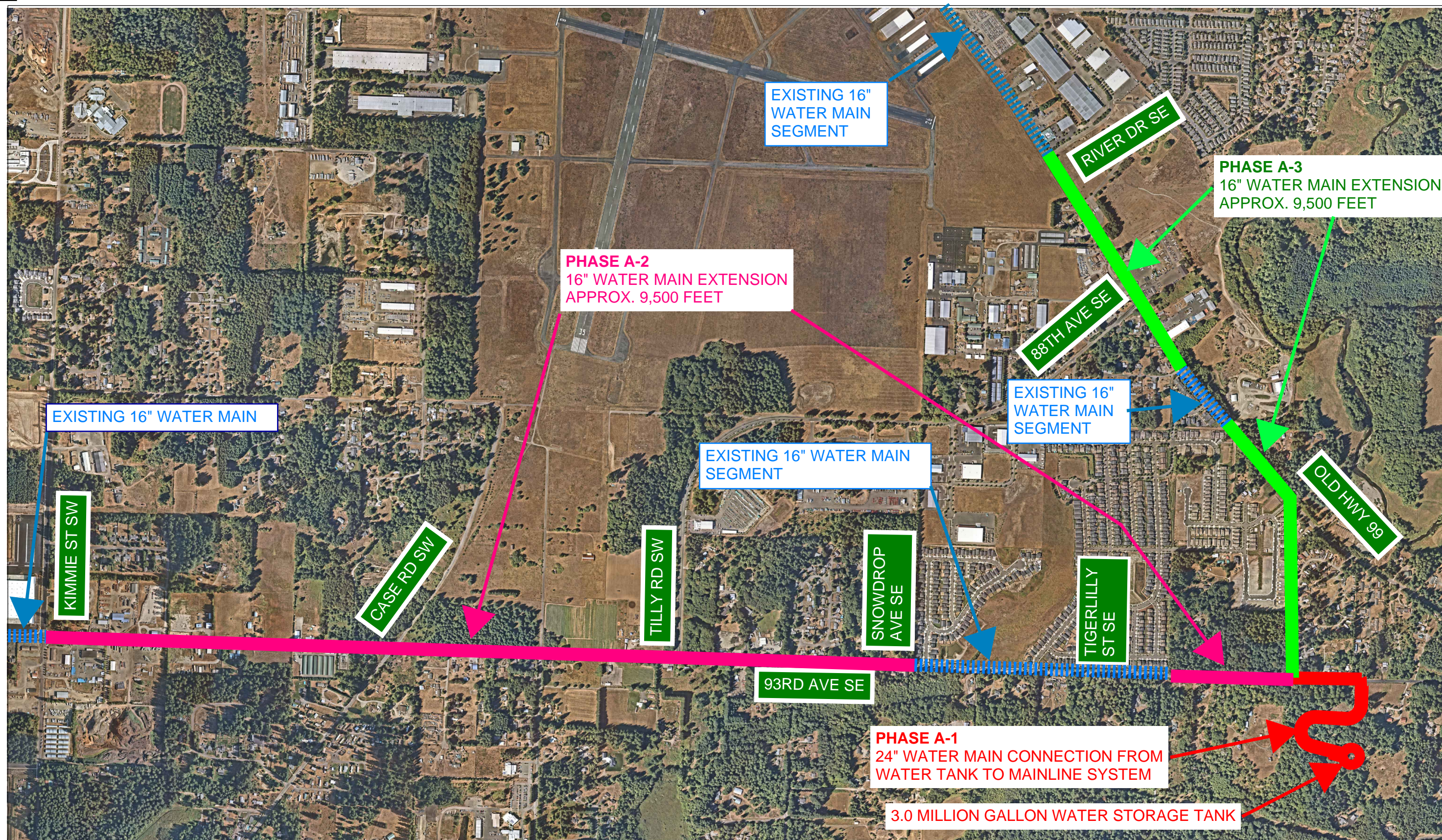
The initial design and consultant fees for this project total \$1,658,845, separated by phases:

- Phase A-1 Southeast Water Reservoir, \$1,348,595
- Phase A-2 Off-Site Water Main Alternative A, \$191,200
- Phase A-3 Off-Site Water Main Alternative B, \$119,050

The project is funded by the Water Fund Capital Facilities Plan through a combination of operating income and loans or bonds to be acquired in 2024.

6) Attachments:

- A. Project Overview
- B. Project Overview of Water Tower
- C. Attachment C Service Provider Agreement





**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT
FOR
SOUTHEAST WATER RESERVOIR DESIGN PHASES I, II, AND III**

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2024, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and RH2 ENGINEERING, INC., a Washington profit corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibits A-1, A-2, and A-3 Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than February 1, 2024, and shall be completed no later than January 31, 2026. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

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

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **One Million Six Hundred Fifty-Eight Thousand Eight Hundred Forty-Five 00/100 Dollars** (\$1,658,845.00) as reflected in Exhibits A-1, A-2, and A-3 Scope of Services.

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

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

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

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

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

8. INSURANCE.

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

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

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

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

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

aggregate limit.

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

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

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

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

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

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of**

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

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

this Agreement.

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

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

*** Signatures on Following Page ***

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

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

RH2 ENGINEERING, INC.
22722 29th Drive SE, Suite 210
Bothell, WA 98021
UBI No. 600-373-001
Phone No. 425-951-5400

Debbie Sullivan
Mayor

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

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Notary Required for Service Provider Only

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

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

Dated:_____

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

Attachment A-1
Scope of Services
Engineering Services For
City of Tumwater
Southeast Water Reservoir
January 2024

Introduction

RH2 Engineering, Inc., (Service Provider), along with its subconsultants (Design Team), have been selected to provide engineering services to the City of Tumwater (CITY) for the Southeast Water Reservoir project.

The Design Team consists of RH2 Engineering, Inc., as the prime consultant, HDR Engineering, Inc., (HDR) assisting with predesign and permitting services, Sage Geotechnical (Sage) for geotechnical services, and Sitts & Hill Engineers, Inc., (Sitts & Hill) for topographic survey.

This project includes preliminary design, final design and permitting, and construction documents (plans, specifications, and Engineer's opinion of probable construction cost (OPCC)) for a 3.0 million gallon (MG) water reservoir to serve the CITY's 350 Pressure Zone. The project also includes supporting the CITY through public outreach and services during bidding and construction.

The following is a summary of the major tasks that will be completed under this Scope of Services and the project schedule (**Attachment C-1**) with timeline to complete each task in accordance with the Scope of Services. The estimated design completion date is January 2025.

Task 1 – Project Management Services

Task 2 – Data Collection, Review, and Topographic Survey

Task 3 – Hydraulic Modeling

Task 4 – Preliminary Design

Task 5 – Site Investigation and Planning

Task 6 – Permitting, Environmental Studies, and Cultural Resources

Task 7 – Design Plans and Specifications

Task 8 – Services During Bidding

Task 9 – Services During Construction

Task 10 – Management Reserve

This Scope of Services and Fee Estimate were written based on the information available at the time. Unknown parameters that may impact the reservoir design will be determined during Task 1 through Task 5. Upon authorization from the CITY, Service Provider will complete Task 1 through Task 5. At the completion of Task 5, it is anticipated the CITY will have confirmed the unknown parameters,

including the volume, dimensions, and material type for the proposed reservoir, connection points to the existing distribution system, and the extents of the desired off-site transmission main.

Once Task 5 is complete, the CITY and Service Provider may reevaluate this Scope of Services and Fee Estimate to mutually determine adjustments needed prior to proceeding with the subsequent tasks.

Services outlined herein will be performed to the level of effort identified in the Fee Estimate. If additional effort is required to complete the services, or additional services are requested by the CITY, an amendment to this Scope of Work and the Fee Estimate shall be mutually determined by the parties.

Task 1 – Project Management Services

Objective: Coordinate Design Team efforts and maintain frequent client communications. Maintain project schedules and prepare monthly invoices and budget status summaries. Provide quality assurance and quality control (QA/QC) review by the Principal in Charge. Meet with the CITY to provide project updates.

Approach:

- 1.1 **Prepare Project Management Plan:** Prepare a Project Management Plan (PMP) that describes project roles and responsibilities, communication protocols, quality management, and risk assessment, including the Scope of Services, schedule, and budget. Submit a draft PMP to the CITY for review and comment. Incorporate comments from the CITY into a final version of the PMP.
- 1.2 **Manage Schedule and Budget:** Track the budget and the schedule relative to the actual percent complete (earned value tracking) and report this to the CITY monthly for the duration of the project. Include monthly project summaries with monthly billing invoices to qualify the past month's billings. Document anticipated upcoming project activities and milestones.
- 1.3 **Attend Progress/Work Meetings with CITY and Design Team:** Attend up to sixteen (16) in-person project meetings, including a kick-off meeting, and up to ten (10) video conference call meetings. *It is assumed each in-person meeting will be two (2) hours in duration and each video conference call meeting will be approximately sixty (60) minutes long.* Service Provider will provide meeting agendas before each meeting and meeting minutes after each meeting. The following table lists the anticipated meetings during preliminary design, permitting, and final design and the number of consultants attending.

No. of Meetings	Meeting Name
1	Project Kick-off Meeting [RH2 (3), HDR (3)]
1	Alternatives Analysis Workshop [RH2 (2), HDR (1)]
1	Site and Facility Investigation/SEPA Reconnaissance Meeting [RH2 (1), HDR (2)]
1	Site Plan Review Pre-submission Conference [RH2 (1), HDR (3)]
1	Site Plan Review Pre-submission Conference follow up [RH2 (1), HDR (3)]
1	Public Information Meeting [RH2 (1), HDR (2)]
1	Conditional (Special) Use Permit [RH2 (1), HDR (2)]
1	Preliminary Design Report Review Meeting [RH2 (1), HDR (2)]

No. of Meetings	Meeting Name
1	Reservoir Supply and Hydraulic Analysis [RH2 (1), HDR (2)]
1	Telemetry/SCADA System Implementation Meeting [RH2 (2)]
1	Conditional (Special) Use Permit Coordination Meeting [RH2 (1), HDR (2)]
1	30-Percent Design Milestone Review Meeting [RH2 (2), HDR (1)]
1	60-Percent Design Milestone Review Meeting [RH2 (2), HDR (1)]
1	90-Percent Design Milestone Review Meeting [RH2 (2), HDR (1)]
2	Development Permit Application Submittal Meetings [RH2 (1), HDR (2)]
10	Project Status and Design Coordination Video Conference Calls [RH2 (2), HDR (1)]

- 1.4 **Coordinate with Design Team:** Engage in regular communication with the Design Team throughout the project regarding schedule and expected deliverables. Meet with Service Provider and Design Team staff for internal project coordination.
- 1.5 **Perform and Manage Project QA/QC:** Perform QA/QC reviews by the Principal in Charge for the deliverables, including the Hydraulic Modeling Technical Memorandum, Preliminary Design Report, Geotechnical Engineering Report, Stormwater Site Plan (Drainage Report), and construction contract documents at the 30-percent, 60-percent, 90-percent, and bid-ready design benchmarks. For documents submitted to the CITY for review, the Service Provider shall provide the name of the QA/QC principal with confirmation that full QA/QC reviews have been completed and written comments addressed.

Assumptions:

- *Project management will be for design, bidding phase, and construction phase services for a period of approximately twenty-four (24) months, with construction starting in 2025.*
- *Progress/work meetings with the CITY will include up to three (3) Design Team members and have an approximate duration of two (2) hours each.*
- *In-person meetings with the CITY will be at CITY offices unless otherwise determined.*
- *Up to four (4) project schedule updates will be prepared.*
- *Draft and final PMPs will be submitted electronically.*
- *Internal coordination meetings will occur every two (2) weeks between the Design Team as necessary for the design duration (twelve (12) months). A total of twenty-four (24) meetings will be held virtually and will include up to three (3) staff for a period of one (1) hour each.*

Provided by the CITY:

- Review of meeting minutes for accuracy and comments for revision as necessary.
- Review comments on submittals documents.
- Process monthly invoices.
- Input and concurrence on project decisions and development.

- Currently available background information on the existing reservoir site related to system operation and piping.
- Legal review of all contracts, bid forms, and real property.

Project Deliverables:

- Meeting agenda and minutes from kick-off meeting in electronic format (Word and PDF).
- Monthly invoices and project summaries in electronic format (PDF).
- Meeting agendas and minutes in electronic format (Word and PDF).
- Project design schedule and updated project schedules in electronic format (PDF).
- Draft and final PMP in electronic format (PDF).
- QA/QC Assignment Checklist in electronic format (PDF).

Task 2 – Data Collection, Review, and Topographic Survey

Objective: Collect and review existing relevant project background and site information. Perform topographic survey for the project.

Approach:

2.1 Collect and Review Data: Collect and review existing relevant project background and site information. Prepare a detailed data request spreadsheet for additional information Service Provider and HDR require from the CITY and request clarification when needed. Data and materials related to the reservoir will be gathered and discussed with CITY staff at the project kick-off meeting identified in subtask 1.3. Review pertinent data collected during the project kick-off meeting. The following materials are anticipated to be collected:

- Hydraulic model.
- Existing easement descriptions, if any.
- Water system mapping and record drawings.
- Supervisory control and data acquisition (SCADA) information.
- Current and projected water system demands.
- As-built plans for other projects within the project limits.

2.2 Obtain Topographic Survey: Coordinate with a professional land surveyor, Sitts & Hill, to provide the vertical and horizontal controls and topographical survey and mapping necessary for design of the Southeast Water Reservoir, on-site and off-site improvements, utility and construction easements, locations of connections to the existing water system on 93rd Avenue SE, and off-site water main improvements. Sitts & Hill will complete a vertical circuit to confirm the base elevation and overflow elevation of the CITY's existing 350 Reservoir.

- City of Tumwater Survey Control:

- Basis of Bearings: Washington state plane coordinate system, South Zone NAD83/11;
- Datum: NGVD 29.
- A. Topographic survey and mapping for SE reservoir site, access road, and easements: The survey shall include a 300 foot radius around the proposed reservoir location per preliminary plan provided by the CITY on the CITY owned parcel no. 12724120100, and the full width and length of the existing easement plus 100-feet on either side of the easement on parcel no. 12724120000 on which the access easement is located.

Field data collection shall include, but not be limited to, the followings:

- Topographic and surface features, type and size of trees over 6 inches in diameter and landscaping;
- Overhead and underground utilities, if any;
- Delineated critical areas boundaries;
- Rights-of-way (ROW), property lines, and easements including type, size, bearing, volume and page, as necessary;
- Show lot, block, abstract number, and dimensions with adjacent street names;

- B. Topographic survey and mapping for water main extension and connections to existing water mains:

The survey shall include the full ROW of Old Highway 99 SE from Silverspot Drive SE to River Drive SE and the full ROW of 93rd Avenue SE from the east end of parcel number 12724120000 to Brooks Lane SE. In addition, the survey will include 30 feet beyond both sides of the ROW for a portion of approximate 1,400 linear feet on 93rd Avenue starting 550 feet east of Brooks Lane East and ending 1,950 feet east of Brooks Lane East. See attached survey sketch.

Field data collection shall include, but not be limited to, the followings:

Roadways:

- Identify roadways, driveways, sidewalks with pavement type;
- Show centerlines and angles of intersection of side street(s) with main roadway centerline as necessary;
- Show all mailboxes, road signs, and sign posts;

Trees, Shrubs, and Landscaping:

- Locate and describe all trees, vegetation line, shrubs, and special landscaping;
- Provide locations of other landscaping materials such as lawn, rock structures, sculptures, etc.;

- Provide type, locations, and elevations of sprinkler heads, sprinkler control boxes, and other sprinkler devices that may become a design consideration.

Fence and Retaining Wall:

- Provide locations and types of fence within the limits of the survey;
- Show retaining walls with detailed description.

Water Main and Appurtenances:

- Size and material type of water main;
- Size and type of water meter and fire hydrant;
- Size and type of valve with operating nut elevation.

Sanitary Sewer and Appurtenances:

- Size and material type of sewer line and sewer force main with flow direction;
- Size and type of manhole with rim elevation, invert elevations of all pipes entering and exiting manhole;
- Cleanout locations.

Storm Drains, Open Channels, and Culverts:

- Size and material type of storm drains with flow direction;
- Size and type of inlet, catch basin, manhole, etc.;
- Indicate all open channels and culverts with material and elevations;
- Locate all open channels flow lines, toe, and top channel elevations.

Gas Mains:

- Size and material of all gas main, if available;
- Locations of gas valves and other gas appurtenances;

Underground Communications:

- Size, type of materials, and owner name;
- Size and type of appurtenances (vault, manhole, hand hole, pedestal, guywire, etc.

Underground Electric:

- Size, type of materials, and owner name;
- Size and type of appurtenances (vault, manhole, hand hole, pedestal, guywire, etc.

- Format survey data for use in AutoCAD 2021. Create a base map for project design using RH2 standards.
- Perform site visit as necessary for the Service Provider to confirm that the topographic survey sub-consultant has completed the Work in a satisfactory manner.
- Coordinate with Sitts & Hill to obtain additional subsurface utility information, including utility locates and items found missing or needing clarification after the site visit to confirm survey. Coordinate with private utility locating services such as Applied Professional Services (APS) to provide utility potholing to determine utility depths at critical design locations. Incorporate findings into the design plans.

- Coordinate with Sitts & Hill to obtain off-site verification of the base elevation and overflow elevation of the CITY's existing 350 Reservoir. Elevations shall be verified by vertical circuit from the nearest monument to the existing 350 Reservoir. Overflow verification shall include obtaining the elevation of pressure transducers on-site or nearby at the CITY's C Street Pump Station, if any. RH2 will attend the verification in person.

2.3 Pothole Existing Utilities: Coordinate with CITY staff for potholing of existing private and CITY-owned utilities.

Pothole of Private Utilities:

As the 30-percent design progresses and the proposed horizontal layout of the improvements is approved by the CITY, the Service Provider shall identify the locations of potential utility conflicts with existing private utilities and provide potholing exhibits to the CITY. CITY staff will share the design information with private utility owners and request utility potholes. The CITY will provide the pothole data from private utility owner to the Design Team when it becomes available.

Pothole of CITY-owned Utilities:

After completion of the 30% design, the Service Provider shall coordinate potholing of CITY-owned utilities with APS. Service Provider shall provide the CITY the opportunity to review pothole exhibits prior to the potholing of CITY-owned utilities. Service Provider shall contract with APS to provide hydro-excavation for utility potholing and traffic control. Coordinate with Sitts & Hill to return to the site and survey pothole locations from both CITY-owned and private utilities after completion of potholing services. *This Scope of Services assumes up to twelve (12) locations will be potholed.*

Assumptions:

- *The CITY will provide an up to date, calibrated hydraulic model.*
- *CITY's H2ONet model can be directly imported into InfoWater without adjustments or corrections needed for spatial projections.*
- *The CITY will provide data within approximately two (2) weeks of when the information is requested.*
- *Service Provider will use as is and may reasonably rely upon the accuracy and completeness of data, materials, and information generated or produced by the Design Team in the performance of this Scope of Services.*
- *The survey will be performed for the area identified in **Attachment D-1**. The survey extents on the CITY-owned property are based on a CITY prepared and provided exhibit showing the proposed reservoir location and proposed access road alignment. If the proposed access road alignment and reservoir location identified by the CITY are determined to be infeasible, additional survey of the CITY-owned parcel and easement parcel may be required. No additional survey fees shall be paid by the CITY for work that is required by the surveyor to*

obtain missing field data or to correct errors in the original survey unless the CITY requests additional survey outside of the original survey extents.

Provided by the CITY:

- CITY's Hydraulic Model (H2ONet).
- Responses to the data request spreadsheet.
- Review of potholing exhibits for CITY-owned utilities.
- Access to CITY-owned parcel no. 12724120100 and permission to access the privately owned parcel no. 12724120000.
- Access to the CITY's 350 Reservoir site and the top of the 350 Reservoir.
- Access to the CITY's C Street Pump Station.
- Level and pressure data for the 350 Reservoir on the day of the off-site overflow confirmation.
- Pothole data upon completion of private utility potholing.

Project Deliverables:

- Data request spreadsheet in electronic PDF.
- Field survey formatted for AutoCAD Civil 3D 2023.
- Survey field notes and methods used.

Task 3 – Hydraulic Modeling

Objective: Complete hydraulic modeling to validate the sizing of the Southeast Reservoir and determine changes to system pressures, available fire flow, and water age. Services in this Task will be largely performed by HDR, with support from the Service Provider.

Approach:

- 3.1 **Review Previous Analyses:** Review the CITY's latest *Water System Plan* (WSP) storage capacity analysis, source capacity analysis, analyses associated with the Southeast Reservoir, and proposed distribution system improvement projects related to the Southeast Reservoir.
- 3.2 **Develop Hydrant Testing Plan:** Develop hydrant testing plan for up to three (3) hydrant test locations near the Southeast Reservoir site to support collection of data to validate the model.
- 3.3 **Observe Hydrant Tests:** Observe CITY-performed hydrant test(s) in the field.
- 3.4 **Validate Model:** Validate model accuracy at the Southeast Reservoir site based off the criteria in Table 6-1 of the Washington State Department of Health (DOH) *Water System Design Manual* (WSDM) using the collected hydrant test data.
- 3.5 **Create Winter Demand Allocations:** Create a low winter demand allocation in the model by taking current average day demands (ADD) allocated in the model and multiplying each demand node by the same multiplication factor to reduce the total system demand to the average

monthly demand for the lowest demand month. Apply a winter diurnal demand pattern to demands. Create a low winter demand allocation in the model for 20-year demands.

3.6 Create Summer Demand Allocations: Create a peak summer demand allocation in the model by taking current maximum day demands (MDD) allocated in the model and applying a summer diurnal demand pattern. Create a peak summer demand allocation in the model for 20-year demands.

3.7 Update Model: Update pipes in the model for the following infrastructure options:

- a) Base Alternative – Addition of pipes from the proposed tank to 93rd Avenue and along 93rd Avenue west to Tigerlily Street, and upsizing piping along Old Highway 99.
- b) Alternative A – Pipes in the Base Alternative plus additional 16-inch piping on 93rd Avenue west of Tigerlily Street.
- c) Alternative B – Pipes in the Base Alternative plus additional 16-inch piping from 93rd Avenue to Old Highway 99 and north along Old Highway 99.

3.8 Complete Model Scenarios: Set up and complete the model scenarios in the following table.

Planned Model Scenarios				
No.	Demand	Model Type	Infrastructure	Purpose
1	Existing MDD + depleted FSS	SS	Existing	Determine baseline available fire flow for existing infrastructure and demands
2	Existing low winter	EPS	Existing	Determine baseline winter water age and reservoir fluctuations for existing infrastructure and demands
3	Existing peak summer	EPS	Existing	Determine baseline summer water age and reservoir fluctuations for existing infrastructure and demands
4	Existing peak summer + fire	EPS	Existing	Evaluate response of reservoir to fire scenario occurring in southeast portion of the distribution system given scenario's variables
5	Existing MDD + depleted FSS	SS	Existing + SE Reservoir + Base Alternative	Determine available fire flow given scenario's variables
6	Existing low winter	EPS	Existing + SE Reservoir + Base Alternative	Determine winter water age and reservoir fluctuations given scenario's variables
7	Existing peak summer	EPS	Existing + SE Reservoir + Base Alternative	Determine summer water age and reservoir fluctuations given scenario's variables
8	Existing peak summer + fire	EPS	Existing + SE Reservoir + Base Alternative	Evaluate response of reservoir to fire scenario occurring in southeast portion of the distribution system given scenario's variables
9	Existing MDD + depleted FSS	SS	Existing + SE Reservoir + Alternative A	Determine available fire flow given scenario's variables
10	Existing low winter	EPS	Existing + SE Reservoir / Alternative A piping	Determine winter water age and reservoir fluctuations given scenario's variables
11	Existing peak summer	EPS	Existing + SE Reservoir + Alternative A	Determine summer water age and reservoir fluctuations given scenario's variables
12	Existing peak summer + fire	EPS	Existing + SE Reservoir + Alternative A	Evaluate response of reservoir to fire scenario occurring in southeast portion of the distribution system given scenario's variables

City of Tumwater
Southeast Water Reservoir

Attachment A-1
Scope of Services

Planned Model Scenarios				
No.	Demand	Model Type	Infrastructure	Purpose
13	Existing MDD + depleted FSS	SS	Existing + SE Reservoir + Alternative B	Determine available fire flow given scenario's variables
14	Existing low winter	EPS	Existing + SE Reservoir + Alternative B	Determine winter water age and reservoir fluctuations given scenario's variables
15	Existing peak summer	EPS	Existing + SE Reservoir + Alternative B	Determine summer water age and reservoir fluctuations given scenario's variables
16	Existing peak summer + fire	EPS	Existing + SE Reservoir + Alternative B	Evaluate response of reservoir to fire scenario occurring in southeast portion of the distribution system given scenario's variables
17	Existing MDD + depleted FSS	SS	Existing + SE Reservoir + Alternatives A + B	Determine available fire flow given scenario's variables
18	Existing low winter	EPS	Existing + SE Reservoir + Alternatives A + B	Determine winter water age and reservoir fluctuations given scenario's variables
19	Existing peak summer	EPS	Existing + SE Reservoir + Alternatives A + B	Determine summer water age and reservoir fluctuations given scenario's variables
20	Existing peak summer + fire	EPS	Existing + SE Reservoir + Alternatives A + B	Evaluate response of reservoir to fire scenario occurring in southeast portion of the distribution system given scenario's variables
21	20-year MDD + depleted FSS	SS	All WSP Improvements + SE Reservoir + Alternatives A + B	Determine available fire flow given scenario's variables
22	20-year low winter	EPS	All WSP Improvements + SE Reservoir + Alternatives A + B	Determine winter water age and reservoir fluctuations given scenario's variables
23	20-year peak summer	EPS	All WSP Improvements + SE Reservoir + Alternatives A + B	Determine summer water age and reservoir fluctuations given scenario's variables
24	20-year peak summer + fire	EPS	All WSP Improvements + SE Reservoir + Alternatives A + B	Evaluate response of reservoir to fire scenario occurring in southeast portion of the distribution system given scenario's variables
25-44	Repeat of model scenarios no. 5 through 24 with a different tank geometry if necessary.			
45-50	Up to five (5) additional scenarios to validate proposed pipe sizes and additional what-if questions.			
Notes: EPS = extended period simulation, SS = steady-state, FSS = fire suppression storage Initial SE Reservoir geometry will be based off of a tank with geometry of an overflow elevation matching the existing 350 Zone reservoir and a diameter resulting in 3.0 million gallons of storage between the overflow elevation and an elevation corresponding to 20 psi above the highest service connection in the 350 Zone. Scenarios #21-24 will be completed first after baseline scenarios to verify tank sizing for future scenarios prior to completing other scenarios.				

3.9 Confirm Data: Confirm the following data while modeling the scenarios in the table:

- Validate the sizing of pipeline improvement project D-30 (from the CITY's WSP) and determine if size should remain 24 inches as outlined in the WSP.
- Determine positives and negatives for the three (3) piping alternatives as they relate to tank fill/draw cycling, water age, and fire flow.
- Confirm preferred tank geometry to use for design.

- 3.10 **Summarize Results in TM:** Summarize modeling results into a draft Hydraulic Modeling technical memorandum (TM).
- 3.11 **Review Meeting:** Conduct a Supply and Hydraulic Analysis Meeting with CITY staff to review draft Hydraulic Modeling TM results.
- 3.12 **Finalize TM:** Address CITY comments on draft Hydraulic Modeling TM into the final Hydraulic Modeling TM.

Assumptions:

- *Summer and winter diurnal demand patterns are already available within the model. Diurnal demand patterns do not need to be developed.*
- *Current and 20-year demands are allocated into the model for ADD, MDD, and peak hour demand. No demand allocation is needed.*
- *The low winter demand will be based off 0.65 multiplied by ADD, which is equivalent to the lowest ratio of $ADD_{monthly}$ to ADD_{annual} in Table 3.1 of the CITY's WSP, where November had the lowest demands.*
- *No updates to the existing hydraulic model are needed unless specifically expressed in the Scope of Services.*
- *Up to fifty (50) model scenarios are included in this Scope of Work.*
- *A steady-state fire flow model scenario with fire suppression storage depleted and MDD already exists within the model.*
- *All operating rules and setpoints for pump stations and wells are already in the model and do not need to be adjusted.*
- *The active facilities (pipes, tanks, wells, etc.) for existing and 20-year scenarios are already created in the model and do not need to be adjusted.*
- *Fire flow testing will be scheduled for one (1) 8-hour day.*
- *Comprehensive calibration of the model is not needed. It is assumed that only minor adjustments are needed as part of the validation process.*
- *Water quality modeling will consist only of water age.*
- *This Scope of Services does not include the development of additional improvement projects to address deficiencies in fire flow or water age in other areas of the CITY.*
- *Draft Hydraulic Analysis TM will be up to approximately sixty (60) pages with figures.*
- *Alternatives Analysis Workshop Meeting with CITY staff will include two (2) HDR staff, one (1) RH2 staff, and will be up to three (3) hours in duration. An additional hour of HDR consultant time will be required for agenda and meeting preparation.*

Provided by the CITY:

- Provide current H2ONet model (digital format).
- Overflow elevation to be used for proposed Southeast Reservoir.
- Be available to answer questions about the CITY's water model.
- Provide operator staff and equipment to run fire flow tests for one (1) day.
- Field data collected during hydrant tests, including tank levels and pump/well flow rates during tests from the SCADA system.
- Single set of compiled, conflict resolved comments on the draft Hydraulic Analysis TM.

Project Deliverables:

- Hydrant testing plan in electronic PDF.
- Draft Hydraulic Analysis TM in electronic PDF.
- Final Hydraulic Analysis TM in electronic PDF.

Task 4 – Preliminary Design

Objective: Perform a conceptual level alternatives evaluation, conduct a reservoir style alternatives evaluation workshop, develop design criteria, prepare preliminary site configuration, site access, and off-site water main layout, conduct a water supply evaluation workshop, and develop preliminary cost estimates, preliminary plans, DOH Project Report, and DOH submittal.

Approach:

4.1 Develop Reservoir Style Alternatives: Perform a conceptual level alternatives evaluation for two (2) reservoir alternatives, prepare conceptual level comparative cost estimates, and review with the CITY. The two (2) alternatives evaluated will be an above-grade welded steel tank and a pre-stressed reinforced cement concrete tank.

- Alternatives Description – Identify and describe the reservoir alternatives. A goal of the alternative's development will be to maximize the usable storage volume available at the facility and provide a minimum storage volume of 3.0 MG.
- Triple Bottom Line Evaluation Criteria (environmental, public impact, and costs) – Develop criteria that will be used to evaluate the alternatives based on a Triple Bottom Line (TBL) decision model. Coordinate with the CITY in developing criteria and provide a completed set of criteria to the CITY for review and comment prior to the workshop (subtask 4.2). Anticipated criteria include permitting requirements, construction costs, ongoing operations and maintenance costs, reliability, and customer level of service. Establish final criteria with CITY staff input.
- Alternatives Evaluation Spreadsheet – Use the TBL evaluation to prepare a spreadsheet and include the criteria developed for the analysis for use in the workshop.

4.2 Attend Reservoir Alternatives Evaluation Workshop: Conduct a workshop with CITY staff and stakeholders to review the reservoir style alternatives and TBL analysis. Develop an evaluation matrix that includes evaluation criteria under each of the main categories (environmental, public impact, and costs) and columns for scoring up to two (2) alternatives for the various criteria. Each alternative will be given a composite score based on the scores for each criterion to assist the CITY with making the decision. A key factor in the evaluation will be life-cycle costs, including maintenance requirements for the various reservoir types. The collaborative approach of discussing the alternatives and using the TBL evaluation spreadsheet will result in a selected alternative that will be carried forward for the design of the project.

4.3 Develop Design Criteria: Evaluate and confirm the reservoir capacity and dimensions. The impact on reservoir type and configuration will be evaluated relative to the CITY's previous planning efforts documented in the WSP, including storage, supply, and operational flexibility. Services in this Subtask will be largely performed by HDR, with support from the Service Provider. The following list outlines the general items that will be reviewed and developed:

- Develop general design criteria such as reservoir volume, height, and diameter.
- Identify dead, fire flow, standby, equalizing and operational storage volumes.
- Develop design criteria for appurtenances such as seismic shut-off valve and reservoir mixing system.
- Review current and future water system demands under new pressure zone configuration.
- Review service area elevations relative to pressure fluctuations and minimum and maximum system pressures.
- Review overall system operations relative to the CITY's other reservoirs, pump stations, and supply sources.
- Perform preliminary evaluations of water turnover (aging) and water quality.
- Review pipeline options to connect to the existing water system to provide system hydraulic balancing.
- Review reservoir fill and draw rates.
- Prepare Service Provider Reservoir Design Criteria Checklist.

Prepare draft design criteria and CITY preferences summary for CITY's review and input. Discuss and finalize design criteria and preferences with CITY staff in a workshop setting. Document and submit finalized design criteria and preferences to the CITY.

4.4 Develop Site Configuration, Site Access, and Off-Site Water Main: Develop a preliminary site layout and site access configuration for CITY review. This will include preliminary site plans, including reservoir location on the site, required setbacks, vaults, telemetry cabinet, roadways, retaining wall, stormwater facilities, waterline and stormwater piping alignments, power and dry utility needs and routes, clearing limits, and other site features. Site access plans will include access from 93rd Avenue SE. Develop the new water main alternatives to connect to the existing

water system based on the hydraulic model. Such alternatives will be discussed with CITY staff and stakeholders using the TBL matrix and design criteria recommendations. CITY staff and stakeholders will review, evaluate, and make the final decision for which water main alternative will be used.

- 4.5 **Develop Preliminary Cost Estimates:** Develop preliminary cost estimates for the proposed upgrades as identified in subtask 4.4. Provide the preliminary cost estimates to the CITY for review prior to incorporating into the preliminary Project Report.
- 4.6 **Develop Preliminary Project Report, Plans, and DOH Submittal:** Prepare the preliminary Project Report to meet DOH WSDM requirements. Services in this Subtask will be largely performed by HDR, with support from the Service Provider. The report will describe and illustrate key design criteria, reservoir operations, conceptual level designs, general facility configurations, etc. as outlined in the Washington Administrative Code (WAC) 246-290-110. A plan and cross section analysis of the reservoir site will be used to establish the preferred orientation of the key project features, including the new water reservoir, setbacks, vehicle parking, major water system piping layouts, vaults, site drainage facilities, and new power and telemetry conduits.

Prepare a preliminary and final Project Report for DOH submittal to include the following:

- A. Project description and narrative of the proposed work.
 - B. Project planning, including demand forecast assumptions.
 - C. Analysis of alternatives.
 - D. Water quality analysis.
 - E. Design criteria and basis of design.
 - F. Engineering calculations, including source of supply analysis.
 - G. Legal considerations.
 - H. Operations and maintenance considerations.
 - I. Additional applicable items included in the "General Design Checklist."
 - J. A list of proposed equipment.
 - K. A control narrative for the system operation.
 - L. Conceptual design schematics.
 - M. Preliminary OPCC for preferred alternative.
 - N. Other items required per WAC 246-290-110.
- 1) Prepare DOH Project Approval Application Form (to be submitted by the City)
 - 2) Submit Project Report and Project Approval Application Form to DOH for review and comments.

3) Prepare responses to DOH comments and final stamped Project Report.

Service Provide anticipates the following plan sheets to be included with this submittal:

- Cover Sheet.
- General Information.
- Existing Site Plan and Survey Control.
- Overall Proposed Site Plan.
- Off-Site Utility Plan.

Assumptions:

- *Up to two (2) different reservoir styles will be evaluated by the Service Provider.*
- *The preliminary Project Report will be prepared in a format that satisfies DOH Project Report requirements.*
- *Preliminary design plans prepared by the Service Provider will be included as an appendix to the Project Report.*
- *Contents of the preliminary Project Report will be based on the requirements of the DOH WSDM (current edition at the time of notice to proceed).*
- *The preliminary Project Report will be submitted during preliminary design of the Southeast Reservoir project. Formal questions from DOH will be addressed, and a final Project Report, including construction plans and technical specifications, will be submitted to DOH during final design of the project at approximately the 90-percent design stage.*
- *No date is warranted or implied for agency response or approval.*

Provided by the CITY:

- Review preliminary alternatives and alternative selection criteria.
- Attend reservoir alternatives workshop.
- Review preliminary cost estimates.
- Review preliminary Project Report.
- Provide one (1) set of consolidated comments on the preliminary DOH Project Report.

Project Deliverables:

- Preliminary reservoir style alternatives description and costs estimate.
- Draft TBL spreadsheet in Excel format.
- Final TBL spreadsheet in Excel format, including CITY input.
- Draft Design Report for DOH review and comments.

- Final Design Report for DOH for approval.
- Preliminary Project Report submittal to DOH for review and comments.
- Submittal of final Project Report, plans, and technical specifications (prepared in subtask 7.3) to DOH.

Task 5 – Site Investigation and Planning

Objective: Complete a subsurface soil and groundwater investigation and perform engineering analysis to support design and construction of the project. Conduct stormwater evaluation and prepare a Stormwater Site Plan (Drainage Report) for compliance with Thurston County's (County) *Drainage Design & Erosion Control Manual* (DDECM). Evaluate the site for the potential to add County 911 Communications (TCOMM 911) service infrastructure.

Approach:

5.1 Perform Geotechnical Investigation: Complete subsurface soil and groundwater investigations and perform engineering analysis to support design and construction of the project. Services in this Task will be largely performed by Sage, with support from the Service Provider. Geotechnical investigations will be performed on the proposed reservoir site and access road for the design of the project improvements and along 93rd Avenue East starting 550 feet east of Brooks Lane East and ending 1,950 feet east of Brooks Lane East for design of the water main extension and a future roadway project.

- **Public utility request:** Coordinate the clearance of underground utilities at the proposed exploration locations. Mark the exploration locations in the field and contact the Washington Utilities Coordinating Council's one call locating service.
- **Field investigation and site access coordination:** Visit the site to determine access for the drill rig. Subcontract with an earthworks contractor to remove brush and complete minor grading to facilitate access for the drill rig.

The depth and condition of the bedrock is critical for the design and construction of this project. Sage will observe/sample the bedrock along the proposed alignments of utilities and at the footprint of the proposed water reservoir to establish a profile of the bedrocks in these areas. The following describes the proposed approach to profile and characterize the bedrock and overlying soils.

- **Geologic/geotechnical site reconnaissance:** Walk the site to map locations of rock outcrops and historic landslides, if any. Perform bedrock hardness testing at representative locations within the project limits. At a minimum, the bedrock hardness testing shall be performed at the following locations:
 - Around the footing of the new water reservoir tank.
 - Along the access road from 93rd Avenue to the new water reservoir site.
 - Along 93rd Avenue where shallow bedrock is observed/suspected and that may need to be excavated for proposed utilities or future roadway grading.

- **Geotechnical test pits:** Subcontract an earthworks contractor to excavate five (5) to ten (10) test pits along the proposed access road alignment and near the proposed tank footprint. The test pits will be excavated up to 15 feet below ground surface or to practical refusal, whichever is encountered first.
- **Infiltration testing:** If site conditions appear feasible (i.e., granular) for on-site infiltration, two (2) large-scale pilot infiltration tests (PITs) will be conducted in two (2) of the test pits. The PIT will be conducted in accordance with the current version of the County's DDECM. The excavations will be backfilled in compacted soil lifts.
- **Surface geophysics – Tank Area:** Subcontract a geophysical surveyor to perform up to two (2) two-dimensional Multichannel Analysis of Surface Wave (MASW) profiles to measure the shear wave velocity of the subsurface near the proposed tank footprint. MASW shear wave velocity profiles will be 150 feet in length or less.
- **Surface geophysics – Roadway:** Subcontract a geophysical surveyor to perform one (1) 300-foot-long MASW profile along a portion of the proposed access road and one (1) 500-foot-long profile along 93rd Avenue SE where bedrock may be shallow.
- **Geotechnical drilling – Tank Area:** Subcontract a geotechnical driller to advance up to three (3) soil borings at the proposed tank location if data from the site reconnaissance, test pits, and surface geophysics tasks indicate potentially adverse tank foundation conditions. One (1) of the soil borings will be advanced up to 60 feet, or 40 feet into bedrock, if encountered. The other two (2) borings will be advanced up to 40 feet, or 20 feet into bedrock, if encountered. A 3-inch polyvinyl chloride (PVC) casing will be installed in the deep boring to facilitate subsurface geophysics. This subtask assumes a maximum till thickness of 20 feet.
- **Geotechnical drilling – Roadway:** Subcontract a geotechnical driller to advance up to four (4) 15-ft-deep soil borings along 93rd Avenue SE in the area of suspected shallow bedrock. Traffic control for a flagger-controlled, single-lane closure will also be subcontracted. Drill locations will be patched with quick-set concrete and drill cuttings will be drummed and hauled off site.
- **Subsurface geophysics:** Subcontract a geophysical surveyor to perform a down-hole shear wave suspension log of the deep borehole near the proposed tank, if data from the site reconnaissance, test pits, and surface geophysics tasks indicate potentially adverse tank foundation conditions.
- **Geotechnical laboratory testing:** Perform laboratory tests on select samples recovered from the excavations. Testing will include:
 - Sixteen (16) Atterberg limits or grain size analyses (including hydrometer analyses); and
 - Three (3) subcontracted corrosivity measurements.
- **Geotechnical data reporting:** Prepare a draft geotechnical data memorandum. The memorandum will be stamped by a licensed geotechnical engineer after incorporating comments from the Design Team. The data memorandum will contain the following:

- A discussion of local and regional geology, site surface conditions, and potential seismic hazards.
- The seismic site classification.
- Results of the subsurface investigation, including summary exploration logs, laboratory test data, and geophysical survey data.
- **Geotechnical engineering design report:** Prepare a geotechnical engineering report for the project. The report will be stamped by a licensed geotechnical engineer after incorporating comments from the Design Team. The geotechnical report will contain the following:
 - Discussions and analysis regarding geologically hazardous/steep slope critical areas pursuant to CITY municipal code requirements.
 - Conclusions regarding the potential for liquefaction, lateral spreading, or seismic slope deformation at the site.
 - Recommendations for tank foundation bearing capacity and foundation drainage.
 - Recommendations for earthwork and grading, including stripping depth; subgrade preparation; utility trench excavation; construction dewatering; temporary and permanent slopes; reuse of on-site materials as structural fill; and structural fill placement and compaction at the tank footprint, the access road, and along 93rd Avenue SE.
 - An assessment of bedrock rippability, if encountered.
 - Recommendations for lateral earth pressures for use in retaining wall design.
 - A discussion of infiltration feasibility, including estimates of potential infiltration rates based on large-scale PITs. Results of the tests will be included.
 - Geotechnical considerations related to stormwater and reservoir overflow management.
- All test pits that deem to cause hazard and safety concern to the public and all test pits in the privately owned properties shall be backfilled with native materials and restored to match existing conditions or better after the soil investigation is completed.

5.2 Prepare Stormwater Site Plan: Prepare a Drainage Report documenting the core requirements of the County's DDECM and prepare the stormwater permit application necessary for County development permits. Services in this Subtask will be largely performed by HDR, with support from the Service Provider.

- **Stormwater Basin Delineation:** Prepare for and attend one (1) meeting with County engineering staff to review and discuss the drainage basins for the site in accordance with the 2022 DDECM. Determine the basin to which the site contributes stormwater runoff and any known downstream conveyance or erosion constraints. Present options for the reservoir drainage and overflow and preferred routing.

- **Conceptual Stormwater Designs:** Prepare conceptual design for the stormwater management system (i.e., proposed detention/infiltration pond). Evaluate the soils report and infiltration analysis and perform a qualitative downstream analysis for the stormwater system and the potential for infiltration, if feasible.
- **Drainage Report:** Prepare a draft Drainage Report addressing all eleven (11) core requirements of the DDECM. Utilize the Western Washington Hydraulic Model (WWHM or MSG Flood) for preliminary sizing of both the water quality and flow control facilities. Conveyance analysis will be completed using StormShed modeling software or equal for facility sizing. The conveyance system will be evaluated using the Santa Barbara Unit Hydrograph Method for the 25-year, 24-hour storm event. The 100-year, 24-hour storm event will be modeled and evaluated for surcharge. Prepare a Stormwater Pollution Prevention Plan and an Operations and Maintenance Plan.

5.3 Evaluate Opportunities for TCOMM – 911 Service Infrastructure: Assess the opportunities to place TCOMM 911 service equipment on the reservoir. The CITY will contact TCOMM 911 to confirm placing TCOMM 911 equipment at the reservoir site will benefit the TCOMM 911 system. It is anticipated one (1) meeting will be conducted with CITY staff and TCOMM 911 representatives to review the requirements for the installation. Evaluate the type of brackets and supports needed to install the TCOMM 911 equipment and estimate the cost to add the infrastructure on the site and the reservoir to support the equipment.

Assumptions:

- *Site access preparation will include mowing and light brush clearing for a 10-foot-wide access path and three (3) drill rig pads. Sage will not be responsible for obtaining permits for this work, restoring the site, or installing erosion control measures. Limited fill may be placed, if required, to facilitate drill rig access. No more than fifty (50) tons of fill will be required.*
- *Subsurface soil and groundwater are free from environmental contamination and hazardous materials. Drill cuttings and drilling mud can be discarded onsite, except for cuttings/mud generated from drilling borings along 93rd Avenue SE (will be drummed and hauled off site).*
- *A seismic site response or ground motion hazard analysis is not required.*
- *The tank will be supported by a shallow ringwall or mat foundation. Deep foundations will not be required.*
- *Sage will analyze existing slope stability and report findings. However, design for mitigation of static or seismic slope instability is not included, other than recommending minimum setbacks.*
- *The southern portion of the site is mapped within the Salmon Creek Basin. Infiltration facilities (if infiltration is feasible) will be located outside of the Salmon Creek Basin boundary. No other studies (e.g., wintertime groundwater monitoring, groundwater mounding analyses, etc.) associated with infiltration in the Salmon Creek Basin will be required.*
- *An infiltration receptor characterization is not required.*

- *The critical areas reporting requirements will be included as a section in the geotechnical engineering report.*
- *The site property lines and the CITY's proposed easement will be flagged before geotechnical fieldwork begins.*
- *The Draft Drainage Report will follow the outline provided in Volume I of the DDECM. The Drainage Report will include graphics that document analysis and assumptions.*
- *The draft Drainage Report will be submitted with the 60-percent plans, specifications, and OPCC deliverables.*
- *The CITY will provide two (2) sets of conflict resolved comments for the draft Drainage Report.*
- *The final Drainage Report will be submitted with the 90-percent design deliverables.*

Provided by the CITY:

- Site access and coordination with the existing property owner to allow drill rig and excavator onto the site for the geotechnical investigation.
- Provide up to two (2) sets of conflict resolved consolidated comments on the draft Drainage Report in conjunction with the County review comments.

Project Deliverables:

- Draft and final geotechnical data memoranda in electronic PDF.
- Draft and final geotechnical engineering reports in electronic PDF.
- Draft and final drainage reports in electronic PDF.
- Final Drainage Report incorporating County review comments in electronic PDF.

Task 6 – Permitting, Environmental Studies, and Cultural Resources

6.1 Subtask 6.1 – Permitting, Meetings, and Coordination

Objective: Consultant will prepare environmental documentation, permit applications, and design documentation necessary for the CITY to obtain all environmental and construction permits. Services in this Subtask will be largely performed by HDR, with support from the Service Provider.

Approach:

- A. Attend project kickoff meeting with CITY to discuss and confirm permitting protocols including agency coordination, application development, submittal, and responding to comments.
- B. Prepare and attend Thurston County (County) Presubmission Conference
 1. Prepare a draft of the County Presubmission Conference and Application forms, including a transmittal letter outlining issues and topics, description of the

- proposal, site impacts, and list of questions. The application package will be submitted to CITY.
2. Incorporate CITY review comments to the draft forms and prepare final versions of the forms.
 3. Arrange Presubmission Conference with County. Submit final version of Customer Information Meeting and Application forms and attachments.
 4. Attend and Lead Presubmission Conference with CITY and County.
 5. Receive and review County Presubmission Conference memo.
 6. Organize and lead meeting with CITY to review County's Presubmission Conference memo.
- C. Organize, lead, and document follow-up coordination with the County.
- D. Permit Matrix, Permit Tracking Table, and Permit Schedule
1. Prepare a Permit Matrix that:
 - a. Identifies anticipated permits/triggers required for the construction and operations of the new facilities.
 - b. Confirms the appropriate level of SEPA documentation.
 - c. Identifies the schedule for the anticipated permit submittal and approval processes, and
 - d. Identifies the requirements (i.e., drawings, calculations, or memos) for each permit submittal.
 2. Develop and maintain a Permit Tracking Table that provides the submittal date, permit tracking number, issued date, effective date, and expiration date.
 3. Provide input to the project schedule relating to permitting activities.
- E. Public Outreach Support
1. Support the CITY in the public outreach program. This subtask includes preparation of graphics supporting technical information to present at public meetings, handouts, website pages, or other informational handouts. Under this subtask up to two (2) renderings of the tank will be prepared by a graphic designer expensed through the contract. This subtask also includes attendance of up to two (2) public meetings by 2 consultant team members. The public meetings are anticipated to be up to two (2) hours each.
- F. SEPA Compliance
1. Meet with the CITY to discuss SEPA compliance process, lead agency, and potential threshold determination.
 2. Prepare draft SEPA Environmental Checklist and threshold determination.
 3. Prepare final SEPA Environmental Checklist addressing CITY of Tumwater comments.
- G. Permit Application Preparation and Response to Comments
1. Prepare draft permit applications and supporting information (transmittal letters, permit application forms, submittal checklists, and project narratives) in a format that is acceptable to the permitting agencies.

2. Attend Special Use Permit (SUP) Coordination and two building permit application meeting with CITY to review application materials.
3. Finalize applications for submittal.
4. Submit applications on behalf of the CITY per the agency's processes (County permitting website notes applications are submitted).
5. Develop responses to comments from agencies processing the various applications.
6. Submit responses to comments per the agency's process.
7. Prepare for, attend and participate in Special Use Permit (SUP) public hearing.
8. Provide permit acquisition support and maintain periodic contact with the reviewers after application submittal, coordinate responses to agency comments from the design team, and work to make sure any conditions of approval are incorporated into the design set.

Assumptions:

- Permit Matrix will be prepared following Presubmission Conference meeting with Thurston County and will be updated once to incorporate CITY of Tumwater comments.
- The Permit Tracking Table is the primary tool to track permitting activities and is updated monthly.
- The project schedule is updated monthly to reflect permitting activities/status.
- The CITY of Tumwater/HDR permitting coordination meetings are two hours in length and attended by the HDR Project Manager and HDR Permit Lead.
- The regulatory agencies that this project will interface with for permits are:
 - Thurston County – Special Use Permit and Building Permit
 - DOH – Project Approval Application
- The County Presubmission Conference will occur no later than the 30-percent design milestone.
- The Presubmission Conference will be a virtual meeting 90 minutes in duration. Via conference call or video meeting. It will be attended by the HDR Project Manager and the HDR Permitting Lead.
- Meeting with CITY to review County meeting notes is one hour in duration attended by The HDR Project Manager and HDR Permitting Lead.
- SEPA compliance is achieved with a SEPA Environmental Checklist; an Environmental Impact Statement is not required.
- SEPA checklist will be based on 30-percent design
- The HDR Permit Lead participates in a one-hour call with CITY to confirm the CITY's SEPA approach prior to developing the draft SEPA Environmental Checklist.

- CITY, as lead agency (WAC 197-11-926), issues the SEPA threshold determination.
- CITY is responsible for distribution of the final SEPA Environmental Checklist/threshold determination and will pay for legal notices and arrange for publication in local newspapers.
- The SEPA Environmental Checklist/threshold determination is included as part of permit application submittal packages where required.
- Conditional Use Permit applications will be based on 60-percent design milestone.
- Building and Construction applications will be based on 90% design milestone.
- Permits needed for this project include:
 - Washington State
 - Department of Health Project Approval
 - NPDES General Construction Permit
 - Thurston County Permits:
 - Special Use Permit
 - Building Permit
 - Construction Permit
 - Class IV Forest Practices
 - Encroachment Permit
 - Clearing/Grading Permit
 - Utility Permit (construction in right-of-way)
 - CITY SEPA Compliance
 - Trade permits (e.g., Mechanical Permits, Electrical Permits, Plumbing Permits, etc.) are obtained by the contractor and not included in this scope of services.
- One round of responses to comments for each permit application is assumed as the basis of HDR's estimate. Additional rounds of review will be discussed and approved prior to proceeding.
- The hearing is attended by the HDR Project Manager and HDR Permit Lead.
- Up to 16 hours of permit acquisition support meetings is assumed for the HDR Permit Lead and PM.
- No date is warranted or implied for agency response or approval.

Provided by CITY:

- Participate in permitting coordination meetings with HDR.
- Review the draft County Presubmission Conference and Application forms, including all required attachments.
- Participate in Presubmission Conference.
- Review County Presubmission Conference Notes.
- Participate in County meeting notes review meeting.
- Participate in any follow-up meetings/calls as needed with County.
- Review the Permit Matrix
- Review the Permit Tracking Table
- Review the permitting input to the project schedule
- Provide current SEPA Environmental Checklist and threshold determination templates. Review and provide comments on the draft SEPA Environmental Checklist/threshold determination.
- Review, sign, and issue the SEPA Environmental Checklist/threshold determination. Review draft permit application submittal packages within ten business days.
- Review draft responses to comments within five business days.
- Pay permit fees.
- Procure and install all notice boards and signs.
- Participate in SUP public hearing.

Subtask 6.1 Deliverables:

- Notes documenting the discussion at the CITY of Tumwater/HDR permitting coordination meeting (PDF format).
- Draft and Final Thurston County Presubmission Conference and Application forms, including listed attachments (PDF Format).
- Meeting notes from Presubmission Conference (PDF format).
- Draft and Final Permitting Matrix (PDF Format).
- Permit Tracking Table with monthly updates (PDF format)
- Draft and Final SEPA Environmental Checklist/threshold determination (PDF format).
- Draft and Final Special Use Permit Application (transmittal letters, permit application forms, submittal checklists, and project narratives). (PDF format)

- Draft and final Thurston County development permit applications and supporting information (transmittal letters, permit application forms, submittal checklists, and project narratives). (PDF format)
- Draft and final responses to agency comments (PDF format).

6.2 Subtask 6.2 - Preliminary Environmental Studies

Objective: Conduct baseline environmental studies to support permit applications that will be required for the project. Services in this Subtask will be largely performed by HDR, with support from the Service Provider.

Approach:

A. Environmental Conditions Assessment

1. Conduct reconnaissance-level site visit to the project area to identify approximate areas of the surrounding environment that may be affected by project activities. The purpose of the field work shall be to verify existing environmental conditions information through visual observations and inform the Environmental Conditions Assessment, the SEPA compliance document (see Subtask 6.1.F), and permit applications (see Subtask 6.1.G).
2. Prepare Environmental Conditions Assessment Technical Memorandum (TM) that briefly describes existing environmental conditions, including regulatory conditions that may influence siting, construction, or operation of the proposed project.

B. Mazama Pocket Gopher (MPG) Surveys

1. A team of 2 HDR biologists that includes at least one trained by USFWS will conduct MPG protocol surveys to detect occupancy and assess existing conditions of potentially suitable MPG habitat throughout the parcel. Surveys will be conducted per the April 20, 2018 USFWS letter: "Guidance for Assessing Potential Take of Mazama Pocket Gophers in Thurston and Pierce Counties". HDR biologists will follow the timing requirements for the survey protocol, and conduct up to 3 surveys at least 30 days apart at sites where there are preferred soils for MPG. Surveys need to be conducted between June 1 and October 31 to meet USFWS protocol requirements. Results of these surveys will be provided to the CITY.

Assumptions:

- The Environmental Conditions Assessment site visit is attended by the Consultant Biologists. The site visit assumes 8 hours for two staff and includes travel time to and from the site, and preparation/follow up.
- Formal wetland and waterbody delineations are not assumed for this task.
- The MPG surveys assume up to three survey days for two biologists.

Provided by CITY:

- Review the draft Environmental Conditions Assessment TM.
- Provide access to the site and coordinate prior to site visit to determine any site-specific restrictions or needs.
- CITY will arrange for mowing within the parcel where MPG preferred soils are located if requested by HDR biologists prior to surveys if grass and vegetation are deemed too dense to allow for good ground visibility. USFWS screening protocol requires survey sites to be mowed if there is poor ground visibility.
- Endangered Species Act (ESA) and local critical areas compliance services for potential impacts to MPG, or their suitable habitat, are not included in this task.

Subtask 6.2 Deliverables:

- Draft and Final Environmental Conditions Assessment TM (PDF format)
- MPG survey field data sheets and map notes (PDF format)

6.3 Subtask 6.3 Cultural Resources

Objective: Complete required cultural resources review to support project permitting and the SEPA Checklist in compliance with the RCW. Services in this Subtask will be largely performed by HDR, with support from the Service Provider.

Approach:**A. Cultural Resources Desktop Review**

1. Define the cultural resources project area, which shall include the maximum extent of proposed ground disturbance, inclusive of potential physical, visual, and auditory effects on cultural resources located on parcels adjacent to the ground disturbing activity, if applicable. HDR shall prepare a map that displays the project area for review and approval by the CITY Project Manager as part of the Desktop Review Memo.
2. Background research will include a check of records at the Department of Archaeology and Historic Preservation's (DAHP) Washington Information System for Architectural and Archaeological Records Data (WISAARD) for previously completed projects and identified cultural resource within a 1-mile radius of the project area. Other background information will be collected from publicly available ethnographic and historic accounts, previous regional cultural resource investigations, online local historical societies and informants, maps, and photographs.
3. The results of the desktop review will be presented in a technical memo suitable for submission to DAHP and for use in completing the SEPA checklist. The Desktop Review Memo will include information concerning any cultural resources within the research radius. The memo will also include an assessment of the project's

potential to contain archaeological resources and recommendations regarding any further cultural resources work that may be necessary (e.g., archaeological and/or historic built environment survey, construction monitoring, etc.). Due to confidentiality requirements for archaeological site location data, distribution of the report may be restricted.

B. Coordination and Recommendations to the Project Team

1. HDR will coordinate with the project team to provide information for the SEPA checklist and permitting.

Assumptions:

- Desktop review based on 30-percent design is assumed.
- Archaeological and historic built environment surveys are not included. Cost for surveys can be provided upon request.
- Monitoring during geotechnical assessment and construction is not included. Cost for monitoring can be provided upon request.
- Development of project-specific inadvertent discovery plan (IDP) is not included. Cost for IDP can be provided upon request.
- No state or federal funding is assumed.

Provided by the CITY:

- Project funding sources

Subtask 6.3 Deliverables:

- Draft and Final Desktop Review Memo (PDF format)

Task 7 – Design Plans and Specifications

Objective: Prepare plans, specifications, and an OPCC for construction of the new reservoir and its appurtenances. The following assumptions were made when preparing Task 7 of this Scope of Services:

- *The base elevation for the new reservoir will be approximately 320 feet.*
- *The overflow elevation of the new reservoir will be approximately 350 feet.*
- *The water height of the new reservoir will be approximately 30 feet. However, the antenna, cell equipment, and TCOMM 911 will need to be incorporated. This will be discussed with the County during the permitting process.*
- *The volume of the new reservoir will be approximately 3.0 MG.*
- *The diameter of the new reservoir will be approximately 140 feet.*
- *The material and configuration of the new reservoir will be decided by the CITY. For this Scope of Services, it is assumed that the new water reservoir will be pre-stressed concrete.*

- *The reservoir will be designed to accommodate cell equipment by providing raceways and conduits at the time of construction. No cell companies have expressed interest in installing equipment on the water tank. As such, no specific antenna mounts or similar equipment is anticipated in this Scope of Services.*
- *The reservoir piping will include a valve vault or area in the base of the tank to house an inlet control valve and potentially a seismically actuated valve. The reservoir will have separate inlet and outlet piping and water quality sampling ports.*
- *Stormwater and reservoir overflow will be discharged into an on-site infiltration/detention pond and then be piped to a safe location below the steep slopes onsite with the goal to avoid erosion and landslide hazards.*
- *Electrical and control equipment will be located within an on-site control building.*
- *A recirculation and/or re-chlorination system will be desired and may be located in the control building.*
- *The control/recirculation building will be a concrete masonry unit (CMU) building.*
- *Fencing, security plan, and gates for the site and the access road will be per the CITY's Water Facility Vulnerability Assessment.*
- *The base extents of off-site water main include the length between the tank location and 93rd Avenue SE, on 93rd Avenue SE to Brooks Lane SE, and the length on Old Highway 99 SE between Silverspot Drive SE to River Drive SE. The off-site water main extents totals approximately 7,000 linear feet.*
- *Mechanical and electrical plans will not be included in the 30-percent design.*
- *Water, power, fiber, and stormwater/reservoir overflow utilities will extend to 93rd Avenue SE within the existing easement.*
- *Communications between the new Southeast Reservoir and the CITY's Master Telemetry Unit will be accomplished by fiber with radio backup. Fiber will be extended from offsite in the same trench as the power and/or water main. If the existing off-site fiber is outside of the project limits, which end at 93rd Avenue SE and Brooks Lane SE, the CITY will be responsible for coordinating the extension of the existing fiber to within the project limits or authorize management reserve for the Design Team to proceed with the additional work to design the off-site fiber extension to within the project limits.*
- *The CITY uses L2 for SCADA design and integration. The CITY will assist the Service Provider in coordinating with L2 for telemetry and automatic control design criteria.*
- *The specifications will be in Washington State Department of Transportation (WSDOT) format with Service Provider's Construction Specifications Institute format used for items not covered by the WSDOT Standard Specifications.*
- *The CITY's standard front-end construction contract documents will be used.*

- *AutoCAD files will be in the latest version of Civil 3D.*
- *The OPCC will include a summary of overall cost and itemization of materials, labor, equipment, and construction costs. Items in the OPCC will be reviewed with the CITY prior to submittal.*
- *The construction schedule will include line items for long lead time materials and equipment.*
- *Service Provider's electrical engineer will coordinate with Puget Sound Energy (PSE) for the power service application.*
- *The 30-percent submittal will not include technical specifications.*
- *The 90-percent submittal materials will be provided to DOH for project construction document review and approval.*

The bid-ready design will include the following:

- Reservoir.
- Site and maintenance access.
- Water main improvements and tie-in.
- Foundations.
- Structural support for the reservoir.
- Control/recirculation building.
- Water quality and disinfection system.
- Reservoir coatings/paintings.
- Mechanical systems.
- Electrical and instrumentation control systems for the reservoir.
- Stormwater collection, detention, and conveyance systems for the reservoir.
- Temporary erosion and sedimentation control (TESC) plan for the site.
- Site grading.
- Site lighting.
- Landscaping plans.
- Conduit corridor and TCOMM access.
- Structural calculations and details.
- Construction detail plan sheets.
- OPCC.
- Construction schedule.

Approach:

7.1 Prepare 30-Percent Design: Prepare preliminary reservoir plans and an OPCC for review by the CITY. Prepare preliminary on-site design elements, control/recirculation building plans, access road layout, on-site utilities, and off-site utilities as follows:

- Prepare a cover sheet, existing site plan, demolition plan, and TESC plan.
- Prepare preliminary construction and finished grading plans.
- Prepare preliminary site and utility plans.
- Prepare preliminary access road plan.
- Prepare preliminary off-site water main plan.
- Prepare preliminary stormwater analysis, including water quality and quantity.
- Prepare preliminary design of the main reservoir structural elements. Determine the general configuration of the tank walls and floor, foundation, roof shape, and support system. Prepare schematic structural drawings of the tank structure, including reservoir elevations, foundation and floor plans, roof plan, and control/recirculation building.
- List special and unique design requirements from permitting agencies.
- Prepare a risk evaluation and register and determine contingency amount.
- Prepare a 30-percent design-level OPCC.

7.2 Prepare 60-Percent Design: Prepare 60-percent reservoir construction plans, control/recirculation building plans, access road plans, off-site water main connection plans, and an updated OPCC for review. Mechanical plans, electrical plans, and specifications will be provided with this submittal. The 60-percent plans will include approximately 90 percent of the construction plan sheets.

- Incorporate the CITY's 30-percent review comments into the design plans.
- Prepare structural calculations for the reservoir, including lateral analysis, roof, shell, and reservoir foundation. Prepare structural calculations for the control/recirculation building. Provide QA/QC review of structural calculations. Make recommended updates and additions to calculations per in-house review comments. Prepare and format calculations, with supporting documentation, for the Building Permit application.
- Prepare a detailed design of the reservoir foundation, shells, and roof. Develop plans showing the geometry, floor shell connection, and reinforcing steel.
- Prepare a detailed design of the control structure foundation, walls, and roof. Develop plans showing the geometry and reinforcing steel.
- Prepare mechanical plans and details for the configuration of the reservoir piping and mechanical components, and size the piping systems for the reservoir inlet, Tideflex mixing

system, outlet, overflow, and drain. Plans will include equipment selection, pipe sizes and materials, thrust restraint, vault sizing, and drainage.

- Prepare plans that show reservoir appurtenances, including access hatches, vents, exterior and interior ladders or stairs, exterior roof access, roof platform, and safety cages, as requested or required.
- Prepare site and utility plans, including grading plans and elevations, overall site plan, utility plan, paving plan, drainage and stormwater plan, and site and utility details.
- Prepare access road plan and profiles, including utilities located within the access road, lighting, and security gate.
- Prepare off-site water main plan and profile.
- Prepare electrical design, including the following:
 - Develop design of electrical systems for operating appurtenances at the reservoir, including designing the lighting system, sizing raceways and conductors, and preparing design details.
 - Prepare process and instrumentation schematic diagrams and telemetry plans.
 - Determine landscaping requirements.
 - Prepare fencing and security plan to meet CITY water facility standards.
 - Coordinate the electrical service improvements with PSE to determine the required electrical service and utility modifications.
 - Determine network/internet service for the site's SCADA system
 - Prepare an electrical site plan identifying the location of the new electrical service conduit, fiber service and spare conduits, site conduit routing, site radio antenna, and site improvements that are required.
 - Estimate project quantity take-offs.
 - Update 60-percent design level OPCC.
 - Determine construction staging requirements.
 - Prepare technical specifications. WSDOT amendments, and Special Provisions.

7.3 Develop 90-Percent Design: Prepare 90-percent reservoir, site improvements, access road, and off-site utility construction plans and an updated OPCC for review by the CITY. The comments developed during the 60-percent review process will be addressed. *It is anticipated that the 60-percent review comments will be constrained to details that were developed subsequent to the 30-percent review submittal, or that were revised or unresolved during the 30-percent review process.* The 90-percent plans shall include 100 percent of the construction plan sheets. At the end of the 90-percent project design subtask, design details shall be included in the plans and specifications.

- Incorporate the CITY's 60-percent review comments into the design plans. Site, structural, mechanical, electrical, and off-site plans will be revised. Preliminary details will be revised, and outstanding minor details will be developed. Following completion of subtask 7.3, design plans in the construction contract documents are ready for permitting submittal.
- Coordinate with CITY staff to complete 90-percent front-end specifications. Coordinate with the CITY regarding advertising dates and bid opening date and time.
- Update the technical specifications WSDOT amendments, and Special Provisions to include additions and revisions per 60-percent review and comments.
- Update project quantity take-offs.
- Prepare 90-percent OPCC based on information supplied by material vendors and similar projects adjusted for anticipated bidding conditions.
- Confirm that all land use permits have been received.

7.4 Prepare Bid-Ready Documents: Prepare bid-ready stamped plans and specifications for construction. Incorporate comments from the 90-percent review into the plans and specifications. *It is anticipated that 90-percent review comments will be constrained to details that were developed subsequent to the 60-percent review submittal, or that were revised or unresolved during the 60-percent review process.* By the end of this subtask, the plans and specifications will be ready for reproduction for bidding purposes.

- Update structural calculations with additions or revisions requested in the Building Permit review.
- Incorporate agency review comments and CITY comments into 90-percent design plans. Finalize site, off-site, structural, mechanical, and electrical plans. Prepare and finalize outstanding minor details and finalize preliminary details.
- Address comments on the 90-percent specifications and finalize the construction contract documents accordingly. The construction contract documents and specifications will be ready to use during bid advertisement.
- Prepare a bid-ready OPCC, formatted for bidding, and provide a range of probable construction cost in the bid documents for the purpose of establishing a bid bond value.
- Prepare a projected construction schedule in Microsoft Project.

Provided by the CITY:

- Consolidated, conflict resolved review comments on the 30-percent, 60-percent, and 90-percent documents.
- Electronic (word) copies of an example project specification (front ends) to be used for a template for developing project specifications.

Project Deliverables:

- 30-Percent Design Submittal – Plans, specifications (outline), and OPCC.
- 60-Percent Design Submittal – Plans, specifications (including latest WSDOT, amendments, Special Provisions, and Technical Specifications), and OPCC.
- 90-Percent Design Submittal – Plans, specifications, and OPCC.
- Bid-Ready Submittal – Plans, specifications, and OPCC.
 - One (1) 11-inch by 17-inch hard copy and electronic PDF of the plans for each submittal.
 - One (1) hard copy and electronic PDF of the specifications for each submittal.
 - One (1) 11-inch by 17-inch hard copy and electronic PDF and Excel copies of the OPCC for each submittal.
- Response to CITY comments on the 30-, 60-, and 90-percent reviews in electronic PDF.
- Estimated project construction schedule in Microsoft Project and electronic PDF.
- Digital copy of all project files, including CAD/Civil 3D files, calculations, reports, and pertinent documents and correspondence to be transferred to the CITY in a form requested by the CITY project manager.
- All final bid ready documents (plans, specifications, reports, etc.) shall be stamped and signed by a certified professional engineer in the state of Washington and shall be a principal of RH2. Multiple engineer stamps are acceptable on a given document, but a principal must stamp and sign all documents.

Task 8 – Services During Bidding

Objective: Assist the CITY during the project bidding and construction contracting phases. *It is assumed that the CITY will advertise the project and be the main point of contact for bidders. The Service Provider will refer all interested bidders with questions to the CITY.*

Approach:

- 8.1 **Attend Pre-Bid Meeting:** Attend the pre-bid meeting.
- 8.2 **Respond to Questions:** Respond to up to twenty (20) technical questions from bidders.
- 8.3 **Prepare Addenda:** Prepare up to four (4) addenda, as requested.
- 8.4 **Attend Bid Opening:** Attend the bid opening conducted at the CITY's offices. Summarize bid results, make recommendations for award, and prepare letter for notice of intent to award.
- 8.5 **Prepare Conformed for Construction Documents:** Incorporate addenda into the plans and specifications and create electronic conformed for construction contract documents for the CITY and contractor, if requested.

Assumptions:

- *Service Provider will perform this Task to the level of effort identified in the Fee Estimate. If additional effort is required, an amendment will be mutually determined by the CITY and Service Provider.*
- *Questions requiring technical support from the Service Provider will be routed by the CITY.*

Provided by the CITY:

- The CITY will advertise the project and be the primary point of contact for bidder inquiries.
- The CITY will prepare an advertisement and arrange for publication in the appropriate media.
- Advertisement costs will be paid by the CITY.
- The CITY will distribute the construction contract documents to the appropriate plan centers.
- The CITY will distribute the construction contract documents to prospective bidders, subcontractors, equipment suppliers, and other vendors upon request.
- The CITY will maintain a list of plan holders for distribution.

Project Deliverables:

- Email responses to technical questions.
- Four (4) addenda (if requested) in electronic PDF.
- Analysis of bid results in electronic PDF.
- Notice of intent to award letter in electronic PDF.
- One (1) 22-inch by 34-inch color plan set, two (2) 11-inch by 17-inch color plan sets, and electronic PDF copies of conformed for construction contract documents, if requested.

Task 9 – Services During Construction

Objective: Provide limited services during construction, including observation of construction activities onsite, and attending regularly occurring construction meetings to confirm that the quality of the work observed is compliant with the construction contract plans and specifications. Assist the CITY with reviewing submittals, responding to requests for information (RFIs), and reviewing change orders, and prepare record drawings. The scope of services during construction shown is anticipated work and will be executed as directed by the City only.

Approach:

- 9.1 Attend Pre-Construction Conference:** Prepare meeting agenda and sign-in sheet, and attend the pre-construction conference. Prepare meeting minutes.
- 9.2 Review Material Submittals and Shop Drawings:** Review and accept or reject (if necessary) shop drawings, equipment submittals, specifications, schedules, and construction sequence for conformance to the construction contract documents. It is anticipated that up to fifty (50) submittals will be reviewed.

- 9.3 **Review and Respond to RFIs and Change Orders:** Review RFIs and change orders as requested by the CITY. Prepare plan revisions resulting from RFIs and change order review if requested by the CITY. It is anticipated that up to twenty (20) RFIs and twenty (20) change orders will be reviewed.
- 9.4 **Review Pay Requests:** Review the contractor's monthly requests for progress payments and recommend the appropriate amount to the CITY for payment to the contractor. Payment recommendations will be based upon the approved breakdown of the contractor's lump sum contract amount and the percentage complete of unit price items. Such reviews will be completed within 5 working days of receipt of the contractor's monthly pay requests.
- 9.5 **Assist with Special Inspection Services Coordination:** Provide assistance to the CITY during specific construction inspections of the reservoir. *Special inspections will be conducted by the Service Provider and a special inspections company hired separately by the CITY.* Service Provider will assist the CITY with defining special inspection requirements to develop scoping for the inspection services firm. Service Provider will assist with coordination of special inspection services. The following special inspections are anticipated:
- Geotechnical observations required by the building code.
 - Structural observations required by the building code.
 - Observations associated with various reservoir elements, including concrete placement, steel welding, piping, and appurtenances.
 - Concrete reinforcing.
 - Concrete material and placement.
 - Radiograph testing of structural welds.
 - Epoxy anchors.
 - Reservoir electrical panel factory test.

Assistance with coordinating special inspection services shall be performed up to the level of effort in the Fee Estimate, which is estimated as six (6) hours per site visit. If additional effort is needed or requested, Service Provider and the CITY will mutually determine that extra work. The Fee Estimate (Attachment B-1) reflects a total of sixteen (16) code-related inspections for the duration of the project.

- 9.6 **Provide On-Site Observation During Construction:** Support the CITY's daily on-site observations with periodic on-site construction observation services by Service Provider staff (anticipated to be one (1) visit per week on average). Provide periodic monitoring of the construction work and prepare periodic written reports on the construction activities at the site. Maintain a notebook of activities, decisions, discussions with the contractor, and other observations. Document the pre-construction conditions and construction work by photograph and/or video. Observe testing as necessary and provide other related work as needed. *Periodic on-site construction observation services shall be performed up to the level of effort in the Fee*

Estimate, which is estimated as four (4) hours per site visit. The Fee Estimate (Attachment B-1) reflects a total of fifty (50) periodic on-site construction observations, which equates to one (1) per week for an expected construction duration of fifty (50) weeks.

Work under this subtask also includes preparing for and attending periodic meetings on the project site with the contractor. Generally, the meetings will be weekly when significant construction work is underway. The purpose of these meetings is to identify potential issues and review project progress. Typically, Service Provider's on-site construction representative will attend these meetings. *Weekly construction meeting services shall be performed up to the level of effort in the Fee Estimate, which is estimated as four (4) hours per meeting. The Fee Estimate (Attachment B-1) reflects a total of fifty (50) weekly construction meetings, which equates to one (1) per week for an expected construction duration of fifty (50) weeks.*

Periodic site visits by Service Provider's project manager or project engineer will occur during significant construction, as important issues may need to be addressed, or as otherwise requested by the CITY. The purpose of these visits will be to address questions regarding the construction contract documents, assist with resolving project difficulties, review the progress of the work, and review whether the construction work observed is in accordance with the requirements of the construction contract documents. *Periodic project manager site visit services shall be performed up to the level of effort in the Fee Estimate, which is estimated as four (4) hours per site visit. The Fee Estimate (Attachment B-1) reflects a total of twelve (12) periodic project manager site visits, which equates to approximately one (1) per month for an expected construction duration of fifty (50) weeks.*

9.7 Provide Testing, Startup, and Project Closeout: Coordinate with the contractor and the CITY for final testing and start-up of the facilities. Assist the CITY with identifying substantial completion of the project. Prepare punch list recommendations. Recommend final payments to the contractor as appropriate. Testing and start-up services shall include assisting with milestone or substantial completion testing and start-up tasks, as required, including pipeline and other related facility acceptance testing.

9.8 Prepare Record Drawings: Prepare record drawings and provide to the CITY at the end of the project. *The CITY will collect construction records from the contractor and provide them to Service Provider.*

Assumptions:

- *The CITY will take the lead on reviewing all documents. The CITY will send a request to Service Provider via email when requesting review and will indicate what documents require review.*
- *The CITY will provide a special inspector (materials testing) and National Association of Corrosion Engineers inspector for specific specialized activities. This will include inspection of coatings, testing of compaction of backfill and hot mix asphalt, and compressive strength testing of concrete and CMU.*
- *The CITY will provide a daily on-site inspector serving as the CITY's representative to the contractor.*

- *Other than as specifically stated herein, this Scope of Services excludes professional services in support of SCADA system updates.*
- *Service Provider is not responsible for site safety or for determining means and methods or directing any CITY contractor or subcontractor in their work.*

Project Deliverables:

- Agenda, sign-in sheet, and minutes for pre-construction conference in electronic PDF.
- Submittals, RFIs, and change order responses in electronic PDF.
- Pay request recommendations in electronic PDF.
- Special inspection reports in electronic PDF.
- Periodic construction observation reports in electronic PDF.
- Attendance at weekly construction meetings.
- Punch list in Excel format.
- One (1) 22-inch by 34-inch color plan set, two (2) 11-inch by 17-inch color plan sets, and electronic PDF of construction record drawings.

Task 10 – Management Reserve

Objective: Provide a discretionary allowance for unanticipated labor, expenses, or professional services not specifically identified in Tasks 1 through 9 in this Scope of Services. No work can be performed under this Task without prior written authorization from the CITY.

Approach:

10.1 Provide additional services as requested by the CITY.

Project Deliverables:

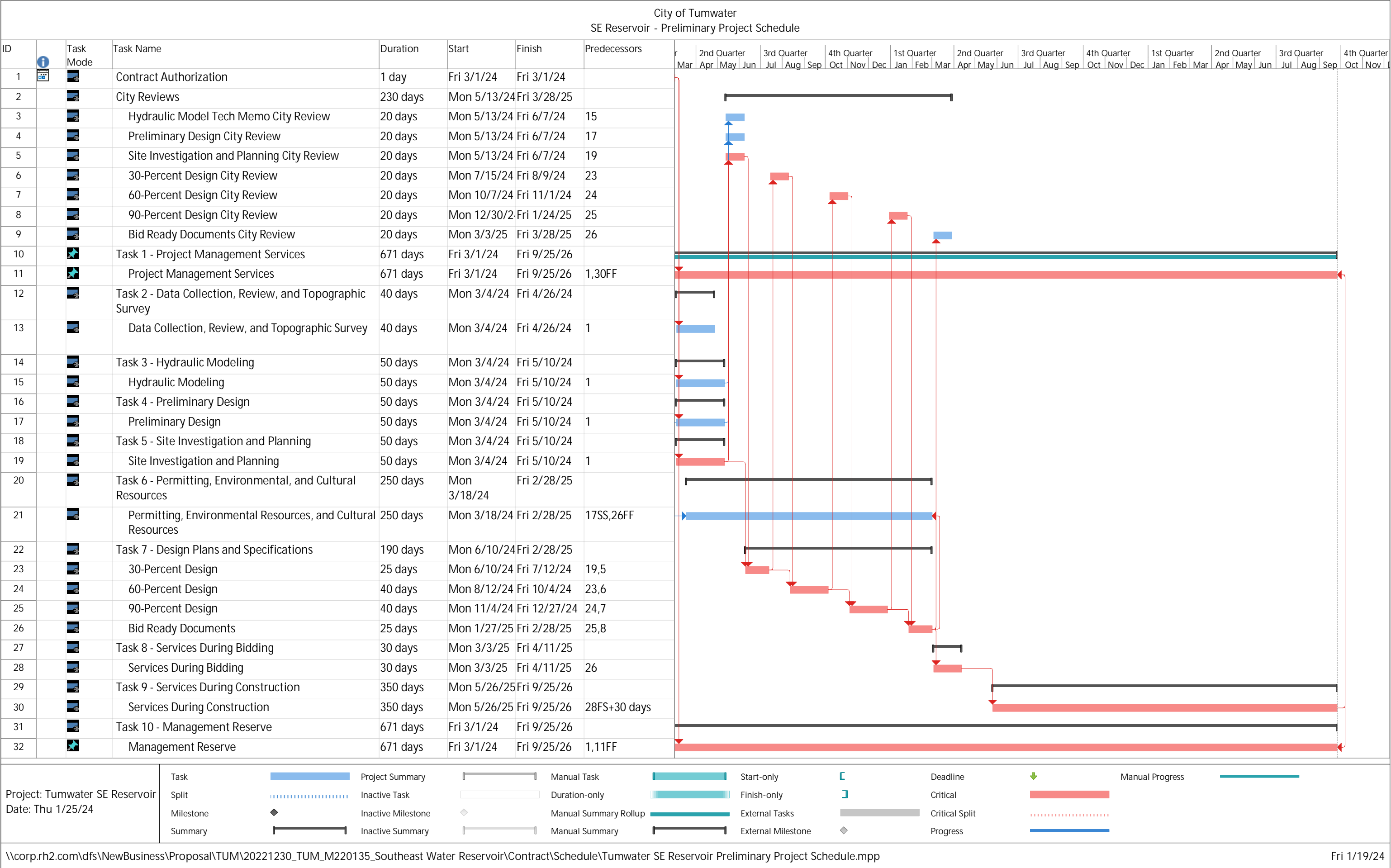
- As requested by the CITY.

--- END OF SCOPE OF SERVICES ---

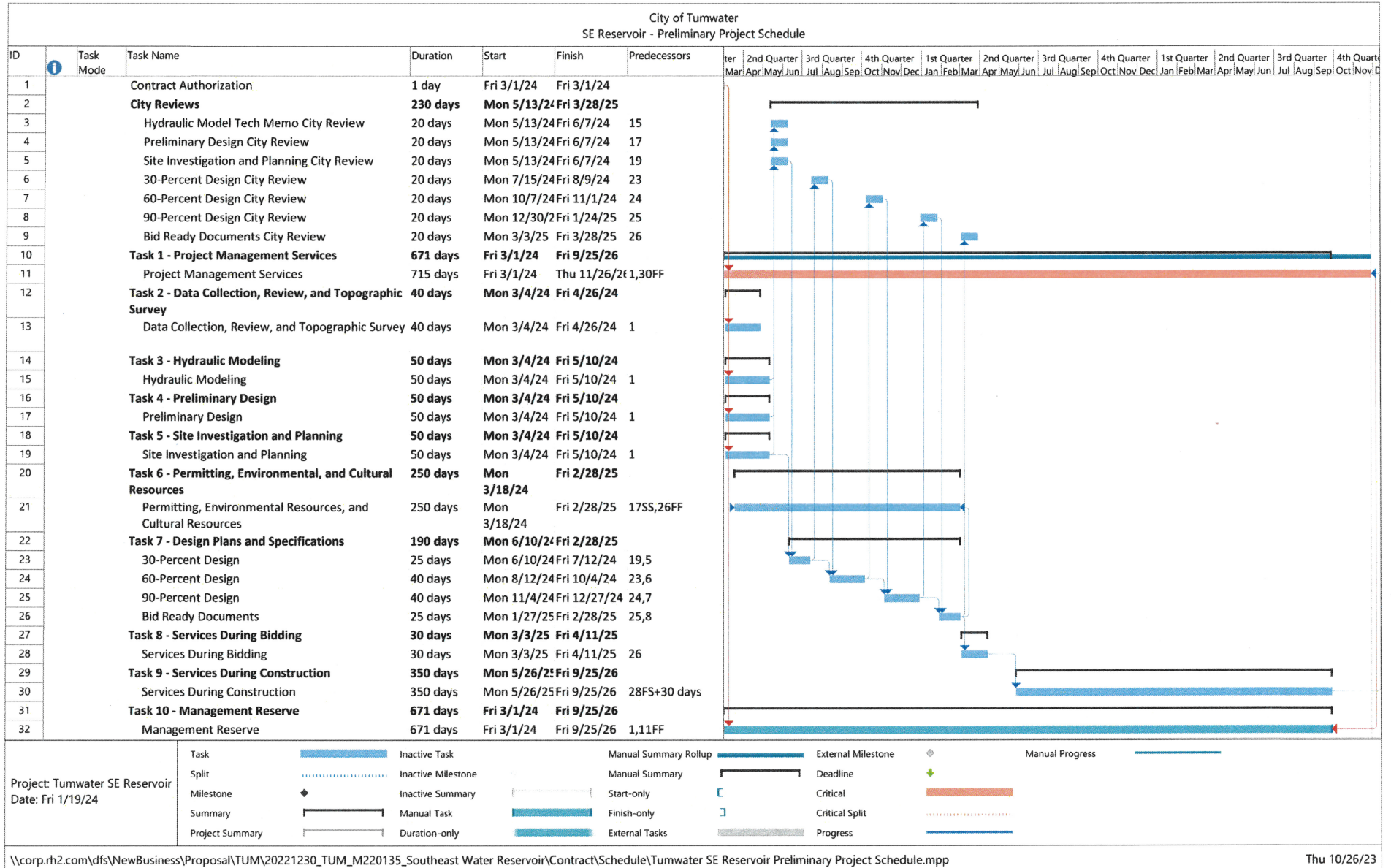
Attachment B-1**Fee Estimate****City of Tumwater****Southeast Water Reservoir****Jan-24**

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management Services	282	\$ 71,808	\$ 26,180	\$ 3,433	\$ 101,421
1.1	Prepare Project Management Plan	28	\$ 6,808	\$ -	\$ 189	\$ 6,997
1.2	Manage Schedule and Budget	50	\$ 10,964	\$ -	\$ 289	\$ 11,253
1.3	Attend Progress/Work Meetings with CITY and Design Team	104	\$ 27,084	\$ 26,180	\$ 1,675	\$ 54,939
1.4	Coordinate with Design Team	50	\$ 12,276	\$ -	\$ 322	\$ 12,598
1.5	Perform and Manage Project QA/QC	50	\$ 14,676	\$ -	\$ 958	\$ 15,634
Task 2	Data Collection, Review, and Topographic Survey	72	\$ 15,404	\$ 163,955	\$ 1,525	\$ 180,884
2.1	Collect and Review Data	16	\$ 3,756	\$ 8,305	\$ 210	\$ 12,271
2.2	Obtain Topographic Survey	32	\$ 6,832	\$ 140,800	\$ 685	\$ 148,317
2.3	Pothole Existing Utilities	24	\$ 4,816	\$ 14,850	\$ 630	\$ 20,296
Task 3	Hydraulic Modeling	20	\$ 5,440	\$ 45,639	\$ 150	\$ 51,229
3.1	Review Previous Analyses	-	\$ -	\$ 1,375	\$ -	\$ 1,375
3.2	Develop Hydrant Testing Plan	-	\$ -	\$ 1,815	\$ -	\$ 1,815
3.3	Observe Hydrant Tests	-	\$ -	\$ 1,815	\$ -	\$ 1,815
3.4	Validate Model	-	\$ -	\$ 1,375	\$ -	\$ 1,375
3.5	Create Winter Demand Allocations	-	\$ -	\$ 550	\$ -	\$ 550
3.6	Creak Summer Demand Allocations	-	\$ -	\$ 495	\$ -	\$ 495
3.7	Update Model	-	\$ -	\$ 913	\$ -	\$ 913
3.8	Complete Model Scenarios	-	\$ -	\$ 17,105	\$ -	\$ 17,105
3.9	Confirm Data	-	\$ -	\$ 7,920	\$ -	\$ 7,920
3.10	Summarize Results in TM	8	\$ 2,216	\$ 7,051	\$ 60	\$ 9,327
3.11	Attend Review Meeting	8	\$ 2,216	\$ 2,145	\$ 60	\$ 4,421
3.12	Finalize TM	4	\$ 1,008	\$ 3,080	\$ 30	\$ 4,118
Task 4	Preliminary Design	118	\$ 26,232	\$ 17,380	\$ 2,122	\$ 45,734
4.1	Develop Reservoir Style Alternatives	36	\$ 8,656	\$ -	\$ 461	\$ 9,117
4.2	Attend Reservoir Alternatives Evaluation Workshop	8	\$ 2,216	\$ -	\$ 107	\$ 2,323
4.3	Develop Design Criteria	4	\$ 1,008	\$ -	\$ 27	\$ 1,035
4.4	Develop Site Configuration, Site Access, and Off-Site Water Main	34	\$ 6,820	\$ -	\$ 827	\$ 7,647
4.5	Develop Preliminary Cost Estimates	12	\$ 2,716	\$ -	\$ 180	\$ 2,896
4.6	Develop Preliminary Project Report, Plans, and DOH Submittal	24	\$ 4,816	\$ 17,380	\$ 520	\$ 22,716
Task 5	Site Investigation and Planning	54	\$ 13,692	\$ 176,550	\$ 627	\$ 190,869
5.1	Perform Geotechnical Investigation	20	\$ 5,840	\$ 158,730	\$ 151	\$ 164,721
5.2	Prepare Stormwater Site Plan	12	\$ 2,408	\$ 17,820	\$ 257	\$ 20,485
5.3	Evaluate Opportunities for TCOMM - 911 Service Infrastructure	22	\$ 5,444	\$ -	\$ 220	\$ 5,664
Task 6	Permitting, Environmental Studies, and Cultural Resources	30	\$ 6,636	\$ 89,650	\$ 576	\$ 96,862
6.1	Permitting, Meetings, and Coordination	10	\$ 2,212	\$ 51,700	\$ 193	\$ 54,105
6.2	Perform Preliminary Environmental Studies	10	\$ 2,212	\$ 23,650	\$ 191	\$ 26,053
6.3	Perform Cultural Resources Review	10	\$ 2,212	\$ 14,300	\$ 191	\$ 16,703
Task 7	Design Plans and Specifications	1730	\$ 344,308	\$ -	\$ 32,900	\$ 377,208
7.1	Prepare 30-Percent Design	368	\$ 73,300	\$ -	\$ 8,455	\$ 81,755
7.2	Prepare 60-Percent Design	620	\$ 122,272	\$ -	\$ 11,575	\$ 133,847
7.3	Develop 90-Percent Design	442	\$ 87,684	\$ -	\$ 7,813	\$ 95,497
7.4	Prepare Bid-Ready Documents	300	\$ 61,052	\$ -	\$ 5,057	\$ 66,109
Task 8	Services During Bidding	90	\$ 19,954	\$ -	\$ 2,476	\$ 22,430
8.1	Attend Pre-Bid Meeting	8	\$ 1,772	\$ -	\$ 187	\$ 1,959
8.2	Respond to Questions	42	\$ 9,820	\$ -	\$ 535	\$ 10,355
8.3	Prepare Addenda	30	\$ 6,150	\$ -	\$ 443	\$ 6,593
8.4	Attend Bid Opening	4	\$ 1,008	\$ -	\$ 85	\$ 1,093
8.5	Prepare Conformed for Construction Documents	6	\$ 1,204	\$ -	\$ 1,226	\$ 2,430
Task 9	Services During Construction	921	\$ 212,760	\$ -	\$ 19,200	\$ 231,960
9.1	Attend Pre-Construction Conference	16	\$ 3,724	\$ -	\$ 285	\$ 4,009
9.2	Review Material Submittals and Shop Drawings	124	\$ 26,504	\$ -	\$ 1,762	\$ 28,266
9.3	Review and Respond to RFIs and Change Orders	80	\$ 18,548	\$ -	\$ 958	\$ 19,506
9.4	Review Pay Requests	20	\$ 5,040	\$ -	\$ 181	\$ 5,221
9.5	Assist with Special Inspection Services	96	\$ 22,336	\$ -	\$ 2,004	\$ 24,340
9.6	Provide On-Site Observation During Construction	444	\$ 105,608	\$ -	\$ 10,662	\$ 116,270
9.7	Provide Testing, Startup, and Project Closeout	100	\$ 22,832	\$ -	\$ 1,689	\$ 24,521
9.8	Prepare Record Drawings	41	\$ 8,168	\$ -	\$ 1,659	\$ 9,827
Task 10	Management Reserve	-	\$ -	\$ -	\$ -	\$ 50,000
10.1	Management Reserve	-	\$ -	\$ -	\$ -	\$ 50,000
PROJECT TOTAL		3317	\$ 716,234	\$ 519,354	\$ 63,007	\$ 1,348,595

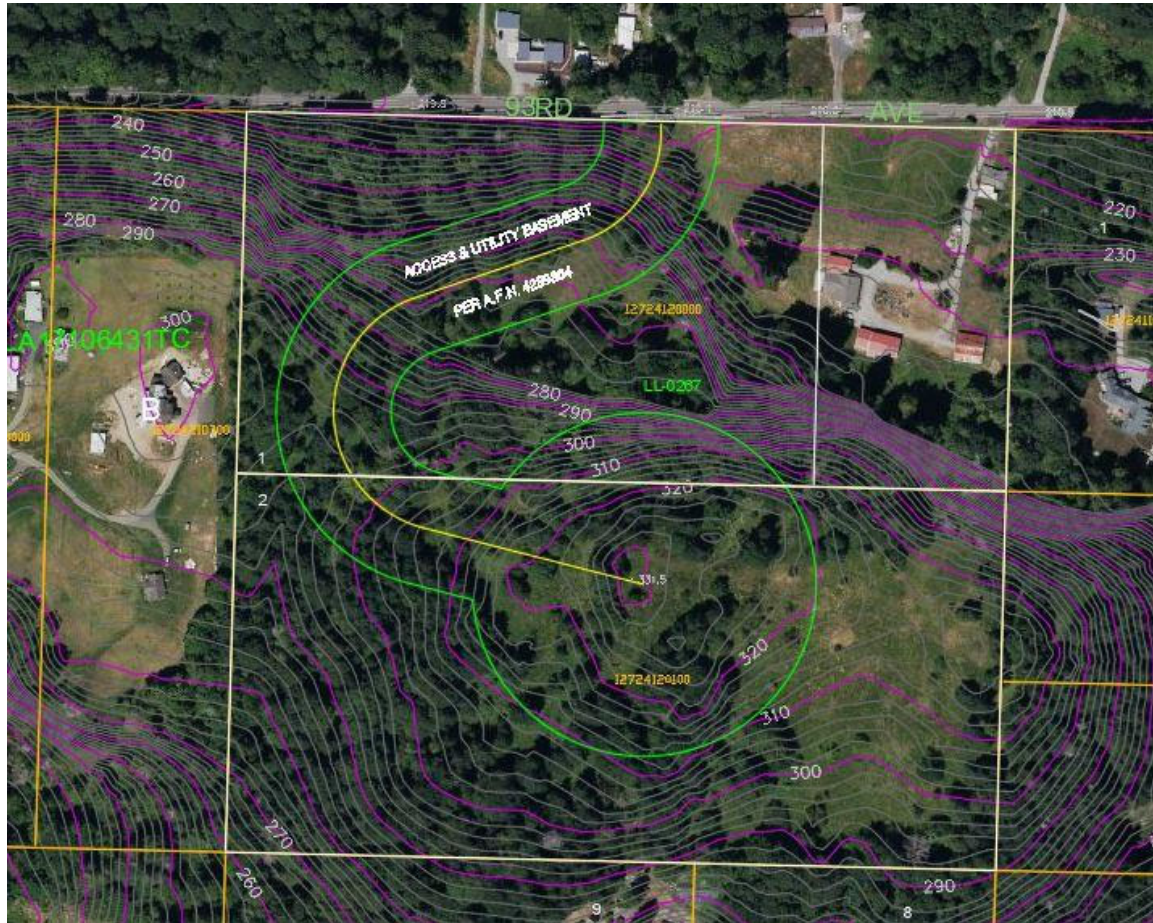
Attachment B-1		
RH2 ENGINEERING, INC.		
2024 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I Staff Engineer	\$175	\$/hr
Professional II Staff Engineer	\$191	\$/hr
Professional III Project Engineer	\$216	\$/hr
Professional IV Project Engineer	\$233	\$/hr
Professional V Project Manager	\$252	\$/hr
Professional VI Project Manager	\$268	\$/hr
Professional VII Project Manager	\$292	\$/hr
Professional VIII Principal	\$302	\$/hr
Professional IX Principal	\$321	\$/hr
Technician I	\$138	\$/hr
Technician II	\$150	\$/hr
Technician III	\$166	\$/hr
Technician IV	\$183	\$/hr
Technician V	\$201	\$/hr
Technician VI	\$218	\$/hr
Technician VII	\$237	\$/hr
Technician VIII	\$250	\$/hr
Administrative I	\$90	\$/hr
Administrative II	\$105	\$/hr
Administrative III	\$127	\$/hr
Administrative IV	\$150	\$/hr
Administrative V	\$170	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6550	price per mile (or Current IRS Rate)
Subconsultants	10%	Cost +
Outside Services	at cost	



Attachment C-1



Attachment D-1



Task 1 – Site Survey Limits in Green



Task 2 – Off-site Survey Limits (93rd Ave. SE)



Task 3 - Off Site Survey (Old Highway 99 SE):



Attachment A-2
Scope of Services
Engineering Services For
City of Tumwater
Southeast Water Reservoir – Off-Site Water Main Alternative A
January 2024

Introduction

RH2 Engineering, Inc., (Service Provider), along with its subconsultants (Design Team), have been selected to provide engineering services to the City of Tumwater (CITY) for the Southeast Water Reservoir project.

The Southeast Water Reservoir project includes hydraulic modeling and preliminary design tasks that will evaluate two possible off-site water main options to hydraulically connect the proposed Southeast Reservoir to the CITY's distribution system and balance fire flow between the CITY's reservoirs and the distribution system.

The goal of the Southeast Water Reservoir project is to extend water main from the proposed reservoir location to the CITY's nearest distribution piping at 93rd Avenue SE and Brooks Lane SE. The Off-Site Water Main Alternative A would connect the Southeast Reservoir piping from Snowdrop Avenue to existing water main in Kimmie Street SW. The Off-Site Water Main Alternative B would connect the Southeast Reservoir piping to existing CITY piping in Old Highway 99 SE.

This Scope of Services includes extending approximately 9,500 linear feet (lf) of 16-inch water main on 93rd Avenue SE from Snowdrop Avenue to Kimmie Street SW. **Attachment D-2** shows the Off-Site Water Main Alternative A alignment/extents.

This Scope of Services details the Service Provider's proposal to prepare plans and specifications for the construction of the Southeast Water Reservoir – Off-Site Water Main Alternative A. If, during the execution of the Southeast Water Reservoir design, the CITY elects to proceed with Alternative A, the CITY will authorize the Service Provider to proceed with the following Scope of Services. *This Scope of Services assumes that separate construction documents will be required for the Off-Site Water Main Alternative A and that the Southeast Reservoir and Off-Site Water Main Alternative A will be bid and constructed separately.*

The following is a summary of the major tasks that will be completed under this Scope of Services:

Task 1 – Project Management Services

Task 2 – Data Collection, Review, and Topographic Survey

Task 3 – Design Plans and Specifications

Task 4 – Services During Bidding

Task 5 – Services During Construction

Task 6 – Management Reserve

Services outlined herein will be performed to the level of effort identified in the Fee Estimate. If additional effort is required to complete the services, or additional services are requested by the CITY, an amendment to this Scope of Work and the Fee Estimate shall be mutually determined by the parties.

Task 1 – Project Management Services

Objective: Coordinate Design Team effort and maintain frequent client communications. Maintain project schedules (Attachment C-2) and prepare monthly invoices and budget status summaries. Provide quality assurance and quality control (QA/QC) review by the Principal in Charge. Meet with the CITY project manager to provide project updates.

Approach:

- 1.1 **Manage Schedule and Budget:** Track the budget and the schedule relative to the actual percent complete (earned value tracking) and report this to the CITY monthly for the duration of the project. Include monthly project summaries with monthly billing invoices to qualify the past month's billings. Document anticipated upcoming project activities and milestones.
- 1.2 **Attend Progress/Work Meetings with CITY:** Attend up to four (4) in-person project meetings, and up to four (4) video conference call meetings with Design Team and CITY staff. *It is assumed each in-person meeting will be two (2) hours in duration and each video conference call meeting will be approximately sixty (60) minutes long.* Provide meeting agendas before each meeting and meeting minutes after each meeting. The following table lists the anticipated meetings during preliminary design, permitting, and final design:

Number of Meetings	Meeting Name
1	30-Percent Design Milestone Review Meeting
1	60-Percent Design Milestone Review Meeting
1	90-Percent Design Milestone Review Meeting
1	ROW Permit Application Submittal Meetings
4	Project Status and Design Coordination Video Conference Calls

- 1.3 **Perform and Manage Project QA/QC:** Perform QA/QC reviews by the Principal in Charge for deliverables, including the construction contract documents at the 30-percent, 60-percent, 90-percent, and bid-ready design benchmarks.

Assumptions:

- *Project management will be for design, bidding phase, and construction phase services for a period of approximately twenty-four (24) months, with construction starting in 2025.*
- *Progress/work meetings with the CITY will include up to two (2) Design Team members and have an approximate duration of two (2) hours each. The Fee Estimate reflects a total of four (4) hours for each person per meeting, including travel and preparation of the agenda and meeting minutes.*
- *In-person meetings with the CITY will be at CITY offices unless otherwise determined.*

Provided by the CITY:

- Review of meeting minutes for accuracy and provide comments for revision as necessary.
- Review comments on documents.
- Process monthly invoices.
- Input and concurrence on project decisions and development.
- Currently available background information on the existing distribution system.
- Legal review of all contracts, bid forms, and real property.

Project Deliverables:

- Monthly invoices and project summaries in electronic format (PDF).
- Meeting agendas and minutes in electronic format (Word and PDF).

Task 2 – Data Collection, Review, and Topographic Survey

Objective: Collect and review existing relevant project background and site information. Perform topographic survey for the project. Subcontract with a professional land surveyor, Sitts & Hill Engineers, Inc., (Sitts & Hill), and Applied Professional Services (APS) to complete this Task.

Approach:

2.1 Collect and Review Data: Collect and review existing relevant project background and site information. Prepare a detailed data request spreadsheet for additional information Service Provider requires from the CITY. The following materials are anticipated to be collected:

- Water system mapping and record drawings.
- Property and owner information for proposed easement parcels.
- Utility information within the project limits.

2.2 Obtain Topographic Survey: Coordinate with a professional land surveyor, Sitts & Hill, to provide the vertical and horizontal controls and topographical survey and mapping necessary for design of the Off-Site Water Main Alternative A.

- City of Tumwater Survey Control:
 - Basis of Bearings: Washington state plane coordinate system, South Zone NAD83/11;
 - Datum: NGVD 29.
 - RH2 will provide a sample drawing in AutoCAD 2021 with RH2 standard layers, blocks, and colors for formatting. Each utility is to be depicted in a separate layer.

A. Topographic survey and mapping for Off-Site Water Main Alternative A:
The survey shall extend along 93rd Avenue SE from Snowdrop Avenue SE to Kimmie Street SE and consist of the full ROW width (refer to **Attachment D-2**).

Field data collection shall include, but not be limited to, the following:

Roadways:

- Identify roadways, driveways, sidewalks with pavement type;
- Show centerlines and angles of intersection of side street(s) with main roadway centerline as necessary;
- Show all mailboxes, road signs, and sign posts;

Trees, Shrubs, and Landscaping:

- Locate and describe all trees, vegetation line, shrubs, and special landscaping;
- Provide locations of other landscaping materials such as lawn, rock structures, sculptures, etc.;
- Provide type, locations, and elevations of sprinkler heads, sprinkler control boxes, and other sprinkler devices that may become a design consideration.

Fence and Retaining Wall:

- Provide locations and types of fence within the limits of the survey;
- Show retaining walls with detailed description.

Water Main and Appurtenances:

- Size and material type of water main;
- Size and type of water meter and fire hydrant;
- Size and type of valve with operating nut elevation.

Sanitary Sewer and Appurtenances:

- Size and material type of sewer line and sewer force main with flow direction;
- Size and type of manhole with rim elevation, invert elevations of all pipes entering and exiting manhole;
- Cleanout locations.

Storm Drains, Open Channels, and Culverts:

- Size and material type of storm drains with flow direction;
- Size and type of inlet, catch basin, manhole, etc.;
- Indicate all open channels and culverts with material and elevations;
- Locate all open channels flow lines, toe, and top channel elevations.

Gas Mains:

- Size and material of all gas main, if available;
- Locations of gas valves and other gas appurtenances;

Underground Communications:

- Size, type of materials, and owner name;
- Size and type of appurtenances (vault, manhole, hand hole, pedestal, guywire, etc.

Underground Electric:

- Size, type of materials, and owner name;

- Size and type of appurtenances (vault, manhole, hand hole, pedestal, guywire, etc).

- Format survey data for use in AutoCAD 2021. Create a base map for project design using RH2 standards.
- Perform site visit as necessary for the Service Provider to confirm that the topographic survey sub-consultant has completed the Work in a satisfactory manner.
- Coordinate with Sitts & Hill to obtain additional subsurface utility information, including utility locates and items found missing or needing clarification after the site visit to confirm survey. Coordinate with private utility locating services such as Applied Professional Services (APS) to provide utility potholing to determine utility depths at critical design locations. Incorporate findings into the design plans.

2.3 Pothole Existing Utilities: Coordinate with CITY staff for potholing of existing private and CITY-owned utilities.

Pothole of Private Utilities:

As the 30-percent design progresses and the proposed horizontal layout of the improvements is approved by the CITY, identify the locations of potential utility conflicts with existing private utilities to the CITY. CITY staff will share the design information with private utility owners and request utility potholes. The CITY will provide the pothole data from private utility owner to the Design Team when it becomes available.

Pothole of CITY-owned Utilities:

Coordinate with APS to provide potholing services for CITY-owned utilities. Determine existing utilities and connection points that need to be potholed to confirm location and depth after the survey is complete and a preliminary alignment for the off-site water main is created by the Design Team and reviewed by the CITY. Contract with APS to provide hydro excavation for utility potholing and traffic control. Coordinate with Sitts & Hill to return to the site and pickup pothole locations from both CITY-owned and private utilities after completion of potholing services. This Scope of Services assumes up to eight (8) locations will be potholed.

Assumptions:

- *The CITY will provide data within approximately two (2) weeks of when the information is requested.*
- *The survey will be performed for the area identified in the **Attachment D-2**.*
- *All work will be contained within the public ROW.*

Provided by the CITY:

- Responses to the data request spreadsheet.

Project Deliverables:

- Data request spreadsheet in electronic PDF.

- Field survey formatted for AutoCAD Civil 3D 2023.
- Survey field notes and methods used.

Task 3 – Design Plans and Specifications

Objective: Prepare plans, specifications, and an Engineer’s opinion of probable construction cost (OPCC) for approximately 9,500 lf of water main. The final design will consist of the following:

- Cover sheet.
- General information sheet.
- Survey control and demolition plans.
- Water main plan and profiles sheets.
- Water main and connection details sheets.
- Standard details.
- Surface restoration details.
- Traffic control plans.

Approach:

- 3.1 **Prepare 30-Percent Design:** Prepare preliminary water main alignment and an OPCC for review by the CITY.
 - Prepare a cover sheet, general information sheet, survey control and demolition plans, and preliminary water main horizontal alignment plans.
 - Prepare a proposed pothole exhibit.
 - Prepare a 30-percent design level OPCC.
- 3.2 **Prepare 60-Percent Design:** Prepare 60-percent off-site water main plans, technical specifications, and an updated OPCC for review.
 - Incorporate the CITY’s 30-percent review comments into the design plans.
 - Finalize water main horizontal alignment.
 - Prepare water main plan and profiles. Prepare connection to existing details and standard detail sheets.
 - Incorporate pothole data into the plans and profiles.
 - Update OPCC.
 - Prepare 60-percent technical specifications in Washington State Department of Transportation (WSDOT) standard format.
- 3.3 **Prepare 90-Percent Design:** Prepare 90-percent off-site water main plans, specifications, and an updated OPCC for review.

- Incorporate the CITY's 60-percent review comments into the design plans.
- Prepare 90-percent front-end specifications. Coordinate with the CITY regarding advertising dates and bid opening date and time.
- Update the technical specifications to include additions and revisions per 60-percent review and comments.
- Prepare 90-percent OPCC based on information supplied by material vendors and similar projects adjusted for anticipated bidding conditions.
- Prepare surface restoration details and traffic control plans. Advance plans to the 90-percent design level.
- Prepare plans for agency review/ROW permit.

3.4 Prepare Bid-Ready Documents: Prepare bid-ready stamped plans and specifications for construction.

- Incorporate agency review comments and CITY comments into 90-percent design plans. Finalize plans and profiles. Prepare and finalize outstanding minor details and finalize preliminary details.
- Address comments on the 90-percent specifications and finalize the construction contract documents accordingly. The construction contract documents and specifications will be ready to use during bid advertisement.
- Prepare a bid-ready OPCC, formatted for bidding, and provide a range of probable construction cost in the bid documents for the purpose of establishing a bid bond value.
- Prepare a projected construction schedule in Microsoft Project.

Assumptions:

- The Specifications will be in WSDOT format with Service Provider's Construction Specifications Institute format used for items not covered by WSDOT standard specifications.
- CITY's standard front-end construction contract documents will be used.
- AutoCAD files will be in the latest version of Civil 3D.
- The OPCC will include a summary of overall cost and itemization of materials, labor, equipment, and construction costs. Items in the OPCC will be reviewed with the CITY prior to submittal.
- The construction schedule will include line items for long lead time materials and equipment.
- The 30-percent submittal will not include technical specifications.

- *It is anticipated that the 60- and 90-percent review comments will be constrained to details that were developed subsequent to the previous review stage submittal, or that were revised or unresolved during the previous review stage.*
- No geotechnical investigation is included in this Scope of Services. If during design it is decided that geotechnical investigation is required for the water main design and construction in the unimproved easement area, the CITY and Service Provider will negotiate for additional authorization.
- The CITY will submit and pay fees for ROW permit.

Provided by CITY:

- Review comments on the 30-percent, 60-percent, and 90-percent documents.
- Electronic (word) copies of an example project specification to be used for a template for developing project specifications.

Project Deliverables:

- 30-Percent Design Submittal – Plans and OPCC.
- 60-Percent Design Submittal – Plans, specifications (including latest WSDOT, amendments, Special Provisions, and Technical Specifications), and OPCC.
- 90-Percent Design Submittal – Plans, specifications, and OPCC.
- Bid-Ready Submittal – Plans, specifications, and OPCC.
 - One (1) 11-inch by 17-inch hard copy and electronic PDF of the plans per submittal.
 - One (1) hard copy and electronic PDF of the specifications per submittal.
 - One (1) 11-inch by 17-inch hard copy and electronic PDF and Excel copies of the OPCC per submittal.
- Response to CITY comments for 30-, 60-, and 90-percent reviews in electronic PDF.
- Estimated project construction schedule in Microsoft Project and PDF.
- Digital copy of all project files, including CAD/Civil 3D files, calculations, reports, and pertinent documents, and correspondence to be transferred to the CITY in a form requested by the CITY project manager.

Task 4 – Services During Bidding

Objective: Assist the CITY during the project bidding and construction contracting phases. *It is assumed that the CITY will advertise the project and be the main point of contact for bidders. The Service Provider will refer all interested bidders with questions to the CITY.*

Approach:

4.1 Respond to Technical Questions: Respond to up to ten (10) technical questions from bidders.

- 4.2 **Prepare Addenda:** Prepare up to two (2) addenda, as requested.
- 4.3 **Attend Bid Opening:** Attend the bid opening conducted at the CITY's offices. Summarize bid results, make recommendations for award, and prepare letter for notice of intent to award.
- 4.4 **Prepare Conformed for Construction Documents:** Incorporate addenda into the plans and specifications and create electronic conformed for construction contract documents for the CITY and contractor, if necessary.

Assumptions:

- *Service Provider will perform this Task to the level of effort identified in the Fee Estimate. If additional effort is required, an amendment will be mutually determined by the CITY and Service Provider.*
- *Questions requiring technical support from the Service Provider will be routed by the CITY.*

Provided by the CITY:

- The CITY will advertise the project and be the primary point of contact for bidder inquiries.
- The CITY will prepare an advertisement and arrange for publication in the appropriate media.
- Advertisement costs will be paid by the CITY.
- The CITY will distribute the construction contract documents to the appropriate plan centers.
- The CITY will distribute the construction contract documents to prospective bidders, subcontractors, equipment suppliers, and other vendors upon request.
- The CITY will maintain a list of plan holders for distribution.

Project Deliverables:

- Email response to technical questions.
- Two (2) addenda (if requested) in electronic PDF.
- Analysis of bid results in electronic PDF.
- Notice of Intent to award letter in electronic PDF.
- One (1) 22-inch by 34-inch color plan set, two (2) 11-inch by 17-inch color plan sets, and electronic PDF of conformed for construction contract documents, if requested.

Task 5 – Services During Construction

Objective: Provide limited services during construction, including observation of construction activities onsite, as requested, reviewing submittals, responding to requests for information (RFIs),

reviewing change orders, and prepare record drawings. The scope of services during construction shown is anticipated work and will be executed as directed by the City only.

Approach:

- 5.1 **Attend Pre-Construction Conference:** Prepare meeting agenda and sign-in sheet, and attend the pre-construction conference. Prepare meeting minutes.
- 5.2 **Review Submittals and Shop Drawings:** Review and accept or reject (if necessary) shop drawings, equipment submittals, specifications, schedules, and construction sequence for conformance to the construction contract documents. It is anticipated that up to ten (10) submittals will be reviewed.
- 5.3 **Review and Respond to RFIs and Change Orders:** Review RFIs and change orders as requested by the CITY. Prepare plan revisions resulting from RFI and change order reviews if requested by the CITY. It is anticipated that up to five (5) RFIs and five (5) change orders will be reviewed.
- 5.4 **Review Pay Requests:** Review the contractor's monthly requests for progress payments and recommend the appropriate amount to the CITY for payment to the contractor. Payment recommendations will be based upon the approved breakdown of the contractor's lump sum contract amount and the percentage complete of unit price items. Such reviews will be completed within five (5) working days of receipt of the contractor's monthly pay requests.
- 5.5 **Provide Periodic On-Site Observations During Construction:** Provide periodic site visits by Service Provider's project manager or project engineer when significant construction is occurring, as important issues may need to be addressed, or as otherwise requested by the CITY. The purpose of these visits will be to address questions regarding the construction contract documents, assist with resolving project difficulties, review the progress of the work, and review whether the construction work observed is in accordance with the requirements of the construction contract documents. *Periodic project manager site visit services shall be performed up to the level of effort in the Fee Estimate, which is estimated as four (4) hours per site visit. The Fee Estimate (Attachment B-2) reflects a total of five (5) periodic project manager site visits.*
- 5.6 **Prepare Record Drawings:** Prepare record drawings and provide to the CITY at the end of the project. *The CITY will collect construction records from the contractor and provide them to the Service Provider.*

Assumptions:

- *The CITY will take the lead on reviewing all documents. The CITY will send a request to Service Provider via email when requesting review and will indicate what documents require review.*
- *The CITY will provide a special inspector (materials testing) for specific specialized activities. This will include inspection for testing of compaction of backfill and hot mix asphalt.*
- *The CITY will provide a daily on-site inspector serving as the CITY's representative to the contractor.*

- *Service Provider is not responsible for site safety or for determining means and methods or directing any CITY contractor or subcontractor in their work.*
- *The Service Provider will not attend weekly meetings, final walkthrough, or provide punch list and project closeout.*

Project Deliverables:

- Agenda, sign-in sheet, and minutes for pre-construction conference in electronic PDF.
- Submittals, RFIs, and change order responses in electronic PDF.
- Pay request recommendations in electronic PDF.
- Periodic construction observation reports in electronic PDF.
- One (1) 22-inch by 34-inch color plan set, two (2) 11-inch by 17-inch color plan sets, and electronic PDF of construction record drawings.

Task 6 – Management Reserve

Objective: Provide a discretionary allowance for unanticipated labor, expenses, or professional services not specifically identified in Tasks 1 through 5 in this Scope of Services. No work can be performed under this Task without prior written authorization from the CITY.

Approach:

6.1 Provide additional services as requested by the CITY.

Project Deliverables:

- As requested by the CITY.

Attachment B-2

Fee Estimate

City of Tumwater

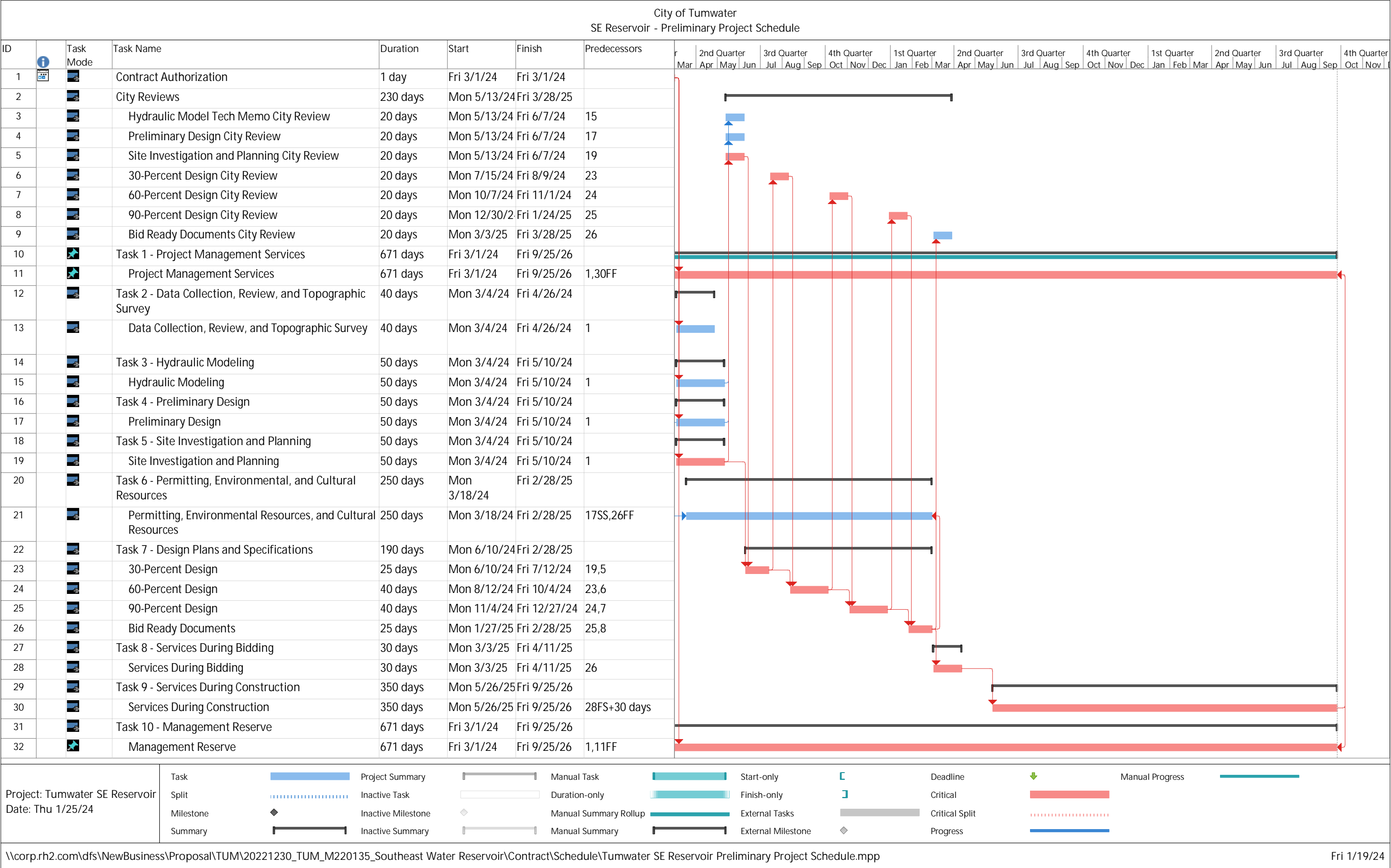
Southeast Water Reservoir - Off-Site Water Main Alternative A

Jan-24

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management Services	42	\$ 9,684	\$ -	\$ 998	\$ 10,682
1.1	Manage Schedule and Budget	10	\$ 1,868	\$ -	\$ 87	\$ 1,955
1.2	Attend Progress/Work Meetings with City	22	\$ 5,220	\$ -	\$ 401	\$ 5,621
1.3	Perform and Manage Project QA/QC	10	\$ 2,596	\$ -	\$ 511	\$ 3,107
Task 2	Data Collection, Review, and Topographic Survey	30	\$ 5,712	\$ 76,450	\$ 996	\$ 83,158
2.1	Collect and Review Data	6	\$ 1,204	\$ -	\$ 143	\$ 1,347
2.2	Obtain Topographic Survey	14	\$ 2,604	\$ 61,600	\$ 491	\$ 64,695
2.3	Pothole Existing Utilities	10	\$ 1,904	\$ 14,850	\$ 362	\$ 17,116
Task 3	Design Plans and Specifications	296	\$ 52,224	\$ -	\$ 8,904	\$ 61,128
3.1	Prepare 30-Percent Design	64	\$ 11,508	\$ -	\$ 2,177	\$ 13,685
3.2	Prepare 60-Percent Design	90	\$ 15,840	\$ -	\$ 2,602	\$ 18,442
3.3	Prepare 90-Percent Design	78	\$ 13,740	\$ -	\$ 2,247	\$ 15,987
3.4	Prepare Bid-Ready Documents	64	\$ 11,136	\$ -	\$ 1,879	\$ 13,015
Task 4	Services During Bidding	27	\$ 5,810	\$ -	\$ 1,240	\$ 7,050
4.1	Respond to Technical Questions	9	\$ 2,010	\$ -	\$ 212	\$ 2,222
4.2	Prepare Addenda	11	\$ 2,190	\$ -	\$ 217	\$ 2,407
4.3	Attend Bid Opening	4	\$ 1,008	\$ -	\$ 123	\$ 1,131
4.4	Prepare Conformed for Construction Documents	3	\$ 602	\$ -	\$ 688	\$ 1,290
Task 5	Services During Construction	76	\$ 17,046	\$ -	\$ 2,120	\$ 19,166
5.1	Attend Pre-Construction Conference	8	\$ 2,016	\$ -	\$ 122	\$ 2,138
5.2	Review Submittals and Shop Drawings	15	\$ 3,010	\$ -	\$ 349	\$ 3,359
5.3	Review and Respond to RFIs and Change Orders	18	\$ 3,766	\$ -	\$ 368	\$ 4,134
5.4	Review Pay Requests	4	\$ 1,008	\$ -	\$ 51	\$ 1,059
5.5	Provide Periodic On-Site Observations During Construction	20	\$ 5,040	\$ -	\$ 382	\$ 5,422
5.6	Prepare Record Drawings	11	\$ 2,206	\$ -	\$ 849	\$ 3,055
Task 6	Management Reserve	-	\$ -	\$ -	\$ -	\$ 10,000
6.1	Management Reserve	-	\$ -	\$ -	\$ -	\$ 10,000
PROJECT TOTAL		471	\$ 90,476	\$ 76,450	\$ 14,258	\$ 191,200

Attachment B-2		
RH2 ENGINEERING, INC.		
2024 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I Staff Engineer	\$175	\$/hr
Professional II Staff Engineer	\$191	\$/hr
Professional III Project Engineer	\$216	\$/hr
Professional IV Project Engineer	\$233	\$/hr
Professional V Project Manager	\$252	\$/hr
Professional VI Project Manager	\$268	\$/hr
Professional VII Project Manager	\$292	\$/hr
Professional VIII Principal	\$302	\$/hr
Professional IX Principal	\$321	\$/hr
Technician I	\$138	\$/hr
Technician II	\$150	\$/hr
Technician III	\$166	\$/hr
Technician IV	\$183	\$/hr
Technician V	\$201	\$/hr
Technician VI	\$218	\$/hr
Technician VII	\$237	\$/hr
Technician VIII	\$250	\$/hr
Administrative I	\$90	\$/hr
Administrative II	\$105	\$/hr
Administrative III	\$127	\$/hr
Administrative IV	\$150	\$/hr
Administrative V	\$170	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6550	price per mile (or Current IRS Rate)
Subconsultants	10%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



Attachment D-2



Alternative "A" – Off-site

Attachment A-3
Scope of Services
Engineering Services For
City of Tumwater
Southeast Water Reservoir – Off-Site Water Main Alternative B
January 2024

Introduction

RH2 Engineering, Inc., (Service Provider), along with its subconsultants (Design Team), have been selected to provide engineering services to the City of Tumwater (CITY) for the Southeast Water Reservoir project.

The Southeast Water Reservoir project includes hydraulic modeling and preliminary design tasks that will evaluate two possible off-site water main options to hydraulically connect the proposed Southeast Reservoir to the CITY's distribution system and balance fire flow between the CITY's reservoirs and the distribution system.

The goal of the Southeast Water Reservoir project is to extend water main from the proposed reservoir location to the CITY's nearest distribution piping at 93rd Avenue SE and Brooks Lane SE. The Off-Site Water Main Alternative A would connect the Southeast Reservoir piping from Snowdrop Avenue to existing CITY piping in Kimmie Street SW. The Off-Site Water Main Alternative B would connect the Southeast Reservoir piping to existing CITY piping in Old Highway 99 SE.

This Scope of Services includes extending approximately 3,000 linear feet (lf) of 16-inch water main from 93rd Avenue SE, north through easements to Old Highway 99 SE, and northwest approximately 200 feet along Old Highway 99 SE. **Attachment D-3** shows the Off-Site Water Main Alternative B alignment/extends.

This Scope of Services details the Service Provider's proposal to prepare plans and specifications for the construction of the Southeast Water Reservoir – Off-Site Water Main Alternative B. If during the execution of the Southeast Reservoir design, the CITY elects to proceed with Alternative B, the CITY will authorize Service Provider to proceed with the following Scope of Services. *This Scope of Services assumes that separate construction documents will be required for the Off-Site Water Main Alternative B and that the Southeast Water Reservoir and Off-Site Water Main Alternative B will be bid and constructed separately.*

The following is a summary of the major tasks that will be completed under this Scope of Services:

Task 1 – Project Management Services

Task 2 – Data Collection, Review, and Topographic Survey

Task 3 – Design Plans and Specifications

Task 4 – Services During Bidding

Task 5 – Services During Construction

Task 6 – Management Reserve

Services outlined herein will be performed to the level of effort identified in the Fee Estimate. If additional effort is required to complete the services, or additional services are requested by the CITY, an amendment to this Scope of Work and the Fee Estimate shall be mutually determined by the parties.

Task 1 – Project Management Services

Objective: Coordinate Design Team effort and maintain frequent client communications. Maintain project schedules (Attachment C-1) and prepare monthly invoices and budget status summaries. Provide quality assurance and quality control (QA/QC) review by the Principal in Charge. Meet with the CITY project manager to provide project updates.

Approach:

- 1.1 **Manage Schedule and Budget:** Track the budget and the schedule relative to the actual percent complete (earned value tracking) and report this to the CITY monthly for the duration of the project. Include monthly project summaries will be included with monthly billing invoices to qualify the past month's billings. Document anticipated upcoming project activities and milestones.
- 1.2 **Attend Progress/Work Meeting with CITY:** Attend up to four (4) in-person project meetings, and up to four (4) video conference call meetings with Design Team and CITY staff. *It is assumed each in-person meeting will be two (2) hours in duration and each video conference call meeting will be approximately sixty (60) minutes long.* Provide meeting agendas before each meeting and meeting minutes after each meeting. The following table lists anticipated meetings during preliminary design, permitting, and final design:

Number of Meetings	Meeting Name
1	30-Percent Design Milestone Review Meeting
1	60-Percent Design Milestone Review Meeting
1	90-Percent Design Milestone Review Meeting
1	ROW Permit Application Submittal Meeting
4	Project Status and Design Coordination Video Conference Calls

- 1.3 **Perform and Manage Project QA/QC:** Perform QA/QC reviews by the Principal in Charge for deliverables, including the construction contract documents at the 30-percent, 60-percent, 90-percent, and bid-ready design benchmarks.

Assumptions:

- *Project management will be for design, bidding phase, and construction phase services for a period of approximately twenty-four (24) months, with construction starting in 2024.*
- *Progress/work meetings with the CITY will include up to two (2) Design Team members and have an approximate duration of two (2) hours each. The Fee Estimate reflects a total of four*

(4) hours for each person per meeting, which includes travel and preparation of the agenda and meeting minutes.

- *In-person meetings with the CITY will be at CITY offices unless otherwise determined.*

Provided by the CITY:

- Review of meeting minutes for accuracy and provide comments for revision as necessary.
- Review comments on documents.
- Process monthly invoices.
- Input and concurrence on project decisions and development.
- Currently available background information on the existing distribution system.
- Legal review of all contracts, bid forms, and real property.

Project Deliverables:

- Monthly invoices and project summaries in electronic format (PDF).
- Meeting agendas and minutes in electronic format (Word and PDF).

Task 2 – Data Collection, Review, and Topographic Survey

Objective: Collect and review existing relevant project background and site information. Perform topographic survey for the project. Subcontract with a professional land surveyor, Sitts & Hill Engineers, Inc., (Sitts & Hill), and Applied Professional Services (APS) to complete this Task.

Approach:

2.1 Collect and Review Data: Collect and review existing relevant project background and site information. Prepare a detailed data request spreadsheet for additional information Service Provider requires from the CITY. The following materials are anticipated to be collected:

- Water system mapping and record drawings.
- Property and owner information for proposed easement parcels.
- Utility information within the project limits.

2.2 Obtain Topographic Survey: Coordinate with a professional land surveyor, Sitts & Hill, to provide the vertical and horizontal controls and topographical survey and mapping necessary for design of the Off-Site Water Main Alternative B.

- City of Tumwater Survey Control:
 - Basis of Bearings: Washington state plane coordinate system, South Zone NAD83/11;
 - Datum: NGVD 29.
 - RH2 will provide a sample drawing in AutoCAD 2021 with RH2 standard layers, blocks, and colors for formatting. Each utility is to be depicted in a separate layer.

A. Topographic survey and mapping for Off-Site Water Main Alternative B :

The survey shall extend through easements from 93rd Ave SE to Old Highway 99. Easement/survey will be the east 30 feet of parcel no. 12713310800 (owned by Tumwater School District No. 33) and parcel nos. 36310000026, 36310000008, and 36310000004 which appear to be set aside for easement and are owned by the Bradbury Owners Association; including a length along Old Highway 99 SE (full ROW) from Wyatt Ct SE to the far side of the entrance of Lakeside Industries (refer to **Attachment D-3**).

Field data collection shall include, but not be limited to, the followings:

Roadways:

- Identify roadways, driveways, sidewalks with pavement type;
- Show centerlines and angles of intersection of side street(s) with main roadway centerline as necessary;
- Show all mailboxes, road signs, and sign posts;

Trees, Shrubs, and Landscaping:

- Locate and describe all trees, vegetation line, shrubs, and special landscaping;
- Provide locations of other landscaping materials such as lawn, rock structures, sculptures, etc.;
- Provide type, locations, and elevations of sprinkler heads, sprinkler control boxes, and other sprinkler devices that may become a design consideration.

Fence and Retaining Wall:

- Provide locations and types of fence within the limits of the survey;
- Show retaining walls with detailed description.

Water Main and Appurtenances:

- Size and material type of water main;
- Size and type of water meter and fire hydrant;
- Size and type of valve with operating nut elevation.

Sanitary Sewer and Appurtenances:

- Size and material type of sewer line and sewer force main with flow direction;
- Size and type of manhole with rim elevation, invert elevations of all pipes entering and exiting manhole;
- Cleanout locations.

Storm Drains, Open Channels, and Culverts:

- Size and material type of storm drains with flow direction;
- Size and type of inlet, catch basin, manhole, etc.;
- Indicate all open channels and culverts with material and elevations;
- Locate all open channels flow lines, toe, and top channel elevations.

Gas Mains:

- Size and material of all gas main, if available;
- Locations of gas valves and other gas appurtenances;

Underground Communications:

- Size, type of materials, and owner name;
- Size and type of appurtenances (vault, manhole, hand hole, pedestal, guywire, etc.

Underground Electric:

- Size, type of materials, and owner name;
- Size and type of appurtenances (vault, manhole, hand hole, pedestal, guywire, etc.

- Format survey data for use in AutoCAD 2021. Create a base map for project design using RH2 standards.
- Perform site visit as necessary for the Service Provider to confirm that the topographic survey sub-consultant has completed the Work in a satisfactory manner.
- Coordinate with Sitts & Hill to obtain additional subsurface utility information, including utility locates and items found missing or needing clarification after the site visit to confirm survey. Coordinate with private utility locating services such as Applied Professional Services (APS) to provide utility potholing to determine utility depths at critical design locations. Incorporate findings into the design plans.

2.3 Pothole Existing Utilities: Coordinate with CITY staff for potholing of existing private and CITY-owned utilities.

Pothole of Private Utilities:

As the 30-percent design progresses and the proposed horizontal layout of the improvements is approved by the CITY, identify the locations of potential utility conflicts with existing private utilities to the CITY. CITY staff will share the design information with private utility owners and request utility potholes. The CITY will provide the pothole data from private utility owner to the Design Team when it becomes available.

Pothole of CITY-owned Utilities:

Coordinate with APS to provide potholing services for CITY-owned utilities. Determine existing utilities and connection points that need to be potholed to confirm location and depth after the survey is complete and a preliminary alignment for the off-site water main is created by the Design Team and reviewed by the CITY. Contract with APS to provide hydro excavation for utility potholing and traffic control. Coordinate with Sitts & Hill to return to the site and pickup pothole locations from both CITY-owned and private utilities after completion of potholing services. This Scope of Services assumes up to eight (8) locations will be potholed.

Assumptions:

- *The CITY will provide data within approximately two (2) weeks of when the information is requested.*

- *Service Provider will use as is and reasonably rely upon the accuracy and completeness of data, materials, and information generated or produced by others in the performance of this Scope of Services.*
- *The survey will be performed for the area identified in **Attachment D-3.***
- *The CITY will be responsible for obtaining all rights of entry for survey and all easements for construction.*
- *Legal descriptions for future easements are not included in this topographic survey task.*

Provided by the CITY:

- Responses to the data request spreadsheet.
- Rights of entry to perform survey on parcel nos. 12713310800, 36310000026, 36310000008, and 36310000004.
- Permanent easements on parcel nos. 12713310800, 36310000026, 36310000008, and 36310000004 for water main construction.

Project Deliverables:

- Data request spreadsheet in electronic PDF.
- Field survey formatted for AutoCAD Civil 3D 2023.
- Survey field notes and methods used.

Task 3 – Design Plans and Specifications

Objective: Prepare plans, specifications, and an Engineer’s opinion of probable construction cost (OPCC) for approximately 3,000 lf of water main. The final design will consist of the following:

- Cover sheet.
- General information sheet.
- Survey control and demolition plans.
- Water main plan and profiles sheets.
- Water main details.
- Standard details.
- Surface restoration details.
- Traffic control plans.

Approach:

3.1 Prepare 30-Percent Design: Prepare preliminary water main alignment and an OPCC for review by the CITY.

- Prepare a cover sheet, general information sheet, survey control and demolition plans, and preliminary water main horizontal alignment plans.
- Prepare a proposed pothole exhibit.
- Prepare a 30-percent design level OPCC.

3.2 Prepare 60-Percent Design: Prepare 60-percent off-site water main plans, technical specifications, and an updated OPCC for review.

- Incorporate the CITY's 30-percent review comments into the design plans.
- Finalize water main horizontal alignment.
- Prepare water main plan and profiles. Prepare connection to existing details and standard detail sheets.
- Incorporate pothole data into the plans and profiles.
- Update OPCC.
- Prepare 60-percent technical specifications in Washington State Department of Transportation (WSDOT) standard format.

3.3 Prepare 90-Percent Design: Prepare 90-percent off-site water main plans, specifications, and an updated OPCC for review.

- Incorporate the CITY's 60-percent review comments into the design plans.
- Prepare 90-percent front-end specifications. Coordinate with the CITY regarding advertising dates and bid opening date and time.
- Update the technical specifications to include additions and revisions per 60-percent review and comments.
- Prepare 90-percent OPCC based on information supplied by material vendors and similar projects adjusted for anticipated bidding conditions.
- Prepare surface restoration details and traffic control plans. Advance plans to the 90-percent design level.
- Prepare plans for agency review/ROW permit.

3.4 Prepare Bid-Ready Documents: Prepare bid-ready stamped plans and specifications for construction.

- Incorporate agency review comments and CITY comments into 90-percent design plans. Finalize plans and profiles. Prepare and finalize outstanding minor details and finalize preliminary details.
- Address comments on the 90-percent specifications and finalize the construction contract documents accordingly. The construction contract documents and specifications will be ready to use during bid advertisement.

- Prepare a bid-ready OPCC, formatted for bidding, and provide a range of probable construction cost in the bid documents for the purpose of establishing a bid bond value.
- Prepare a projected construction schedule in Microsoft Project.

Assumptions:

- *The Specifications will be in WSDOT format with Service Provider's Construction Specifications Institute format used for items not covered by WSDOT Standard Specifications.*
- *CITY's standard front-end construction contract documents will be used.*
- *AutoCAD files will be in the latest version of Civil 3D.*
- *The OPCC will include a summary of overall cost and itemization of materials, labor, equipment, and construction costs. Items in the OPCC will be reviewed with the CITY prior to submittal.*
- *The construction schedule will include line items for long lead time materials and equipment.*
- *The 30-percent submittal will not include technical specifications.*
- *It is anticipated that the 60- and 90-percent review comments will be constrained to details that were developed subsequent to the previous review stage submittal, or that were revised or unresolved during the previous review stage.*
- *No geotechnical investigation is included in this Scope of Services. If during design it is decided that geotechnical investigation is required for the water main design and construction in the unimproved easement area, the CITY and Service Provider will negotiate for additional authorization.*
- *The CITY will submit and pay fees for ROW permit.*

Provided by CITY:

- Review comments on the 30-percent, 60-percent, and 90-percent documents.
- Electronic (word) copies of an example project specification to be used for a template for developing project specifications.

Project Deliverables:

- 30-Percent Design Submittal – Plans and OPCC.
- 60-Percent Design Submittal – Plans, specifications (including latest WSDOT, amendments, Special Provisions, and Technical Specifications), and OPCC.
- 90-Percent Design Submittal – Plans, specifications, and OPCC.
- Bid-Ready Submittal – Plans, specifications, and OPCC.
 - One (1) 11-inch by 17-inch hard copy and electronic PDF of the plans per submittal.
 - One (1) hard copy and electronic PDF of the specifications per submittal.

- One (1) 11-inch by 17-inch hard copy and electronic PDF and Excel copies of the OPCC per submittal.
- Response to CITY comments for 30-, 60-, and 90-percent reviews in electronic PDF.
- Estimated project construction schedule in Microsoft Project and electronic PDF.
- Digital copy of all project files, including CAD/Civil 3D files, calculations, reports, and pertinent documents, and correspondence to be transferred to the CITY in a form requested by the CITY project manager.

Task 4 – Services During Bidding

Objective: Assist the CITY during the project bidding and construction contracting phases. *It is assumed that the CITY will advertise the project and be the main point of contact for bidders. Service Provider will refer all interested bidders with questions to the CITY.*

Approach:

- 4.1 **Respond to Technical Questions:** Respond to up to ten (10) technical questions from bidders.
- 4.2 **Prepare Addenda:** Prepare up to two (2) addenda, as requested.
- 4.3 **Attend Bid Opening:** Attend the bid opening conducted at the CITY's offices. Summarize bid results, make recommendations for award, and prepare letter for notice of intent to award.
- 4.4 **Prepare Conformed for Construction Documents:** Incorporate addenda into the plans and specifications and create electronic conformed for construction contract documents for the CITY and contractor, if necessary.

Assumptions:

- *Service Provider will perform this Task to the level of effort identified in the Fee Estimate. If additional effort is required, an amendment will be mutually determined by the CITY and Service Provider.*
- *Questions requiring technical support from the Service Provider will be routed by the CITY.*

Provided by the CITY:

- The CITY will advertise the project and be the primary point of contact for bidder inquiries.
- The CITY will prepare an advertisement and arrange for publication in the appropriate media.
- Advertisement costs will be paid by the CITY.
- The CITY will distribute the construction contract documents to the appropriate plan centers.
- The CITY will distribute the construction contract documents to prospective bidders, subcontractors, equipment suppliers, and other vendors upon request.
- The CITY will maintain a list of plan holders for distribution.

Project Deliverables:

- Email response to technical questions.
- Two (2) addenda (if requested) in electronic PDF.
- Analysis of bid results in electronic PDF.
- Notice of Intent to award letter in electronic PDF.
- One (1) 22-inch by 34-inch color plan set, two (2) 11-inch by 17-inch color plan sets, and electronic PDF copy of conformed for construction contract documents, if requested.

Task 5 – Services During Construction

Objective: Provide limited services during construction, including observation of construction activities onsite, as requested, reviewing submittals, responding to requests for information (RFIs), and reviewing change orders, and prepare record drawings. The scope of services during construction shown is anticipated work and will be executed as directed by the City only.

Approach:

- 5.1 **Attend Pre-Construction Conference:** Prepare meeting agenda and sign-in sheet, and attend the pre-construction conference. Prepare meeting minutes.
- 5.2 **Review Submittals and Shop Drawings:** Review and accept or reject (if necessary) shop drawings, equipment submittals, specifications, schedules, and construction sequence for conformance to the construction contract documents. It is anticipated that up to ten (10) submittals will be reviewed.
- 5.3 **Review and Respond to RFIs and Change Orders:** Review RFIs and change orders as requested by the CITY. Prepare plan revisions resulting from RFI and change order review if requested by the CITY. It is anticipated that up to five (5) RFIs and five (5) change orders will be reviewed.
- 5.4 **Review Pay Requests:** Review the contractor's monthly requests for progress payments and recommend the appropriate amount to the CITY for payment to the contractor. Payment recommendations will be based upon the approved breakdown of the contractor's lump sum contract amount and the percentage complete of unit price items. Such reviews will be completed within five (5) working days of receipt of the contractor's monthly pay requests.
- 5.5 **Provide Periodic On-Site Observation During Construction:** Provide periodic site visits by Service Provider's project manager or project engineer when significant construction is occurring, as important issues may need to be addressed, or as otherwise requested by the CITY. The purpose of these visits will be to address questions regarding the construction contract documents, assist with resolving project difficulties, review the progress of the work, and review whether the construction work observed is in accordance with the requirements of the construction contract documents. *Periodic project manager site visit services shall be performed up to the level of effort in the Fee Estimate, which is estimated as four (4) hours per site visit. The Fee Estimate (Attachment B-3) reflects a total of five (5) periodic project manager site visits.*

5.6 Prepare Record Drawings: Prepare record drawings and provide to the CITY at the end of the project. *The CITY will collect construction records from the contractor and provide them to Service Provider.*

Assumptions:

- *The CITY will take the lead on reviewing all documents. The CITY will send a request to Service Provider via email when requesting review and will indicate what documents require review.*
- *The CITY will provide a special inspector (materials testing) for specific specialized activities. This will include inspection for testing of compaction of backfill and hot mix asphalt.*
- *The CITY will provide a daily on-site inspector serving as the CITY's representative to the contractor.*
- *Service Provider is not responsible for site safety or for determining means and methods or directing any CITY contractor or subcontractor in their work.*
- *The Service Provider will not attend weekly meetings, final walkthrough, or provide punch list and project closeout.*

Project Deliverables:

- Agenda, sign-in sheet, and minutes for pre-construction conference in electronic PDF.
- Submittals, RFIs, and change order responses in electronic PDF.
- Pay request recommendations in electronic PDF.
- Periodic construction observation reports in electronic PDF.
- One (1) 22-inch by 34-inch color plan set, two (2) 11-inch by 17-inch color plans sets, and electronic PDF of construction record drawings.

Task 6 – Management Reserve

Objective: Provide a discretionary allowance for unanticipated labor, expenses, or professional services not specifically identified in Tasks 1 through 5 in this Scope of Services. No work can be performed under this Task without prior written authorization from the CITY.

Approach:

6.1 Provide additional services as requested by the CITY.

Project Deliverables:

- As requested by the CITY.

Attachment B-3

Fee Estimate

City of Tumwater

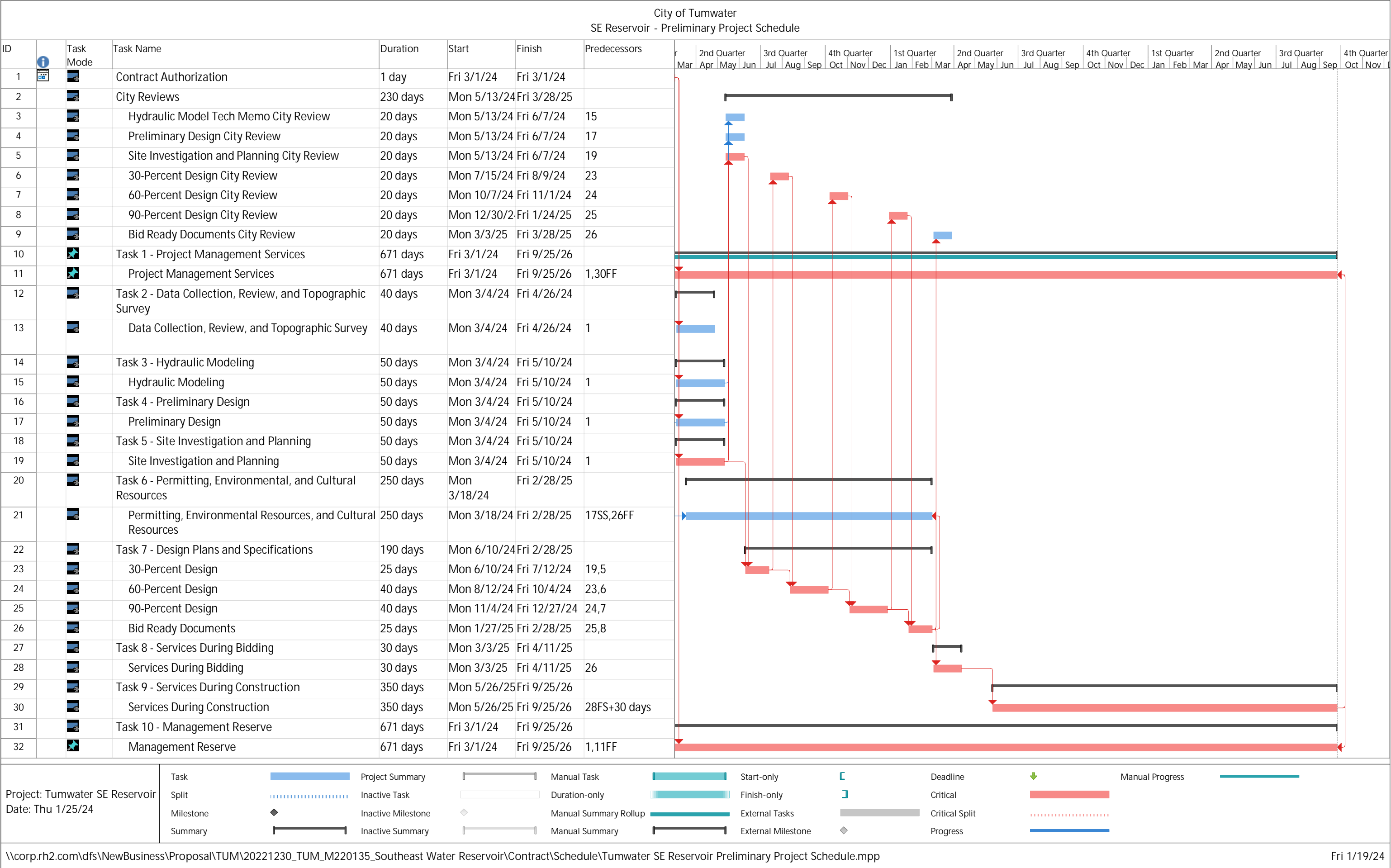
Southeast Water Reservoir - Off-Site Water Main Alternative B

Jan-24

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management Services	42	\$ 9,684	\$ -	\$ 748	\$ 10,432
1.1	Manage Schedule and Budget	10	\$ 1,868	\$ -	\$ 62	\$ 1,930
1.2	Attend Progress/Work Meetings with City	22	\$ 5,220	\$ -	\$ 376	\$ 5,596
1.3	Perform and Manage Project QA/QC	10	\$ 2,596	\$ -	\$ 311	\$ 2,907
Task 2	Data Collection, Review, and Topographic Survey	26	\$ 5,012	\$ 44,000	\$ 796	\$ 49,808
2.1	Collect and Review Data	6	\$ 1,204	\$ -	\$ 143	\$ 1,347
2.2	Obtain Topographic Survey	14	\$ 2,604	\$ 36,300	\$ 441	\$ 39,345
2.3	Pothole Existing Utilities	6	\$ 1,204	\$ 7,700	\$ 212	\$ 9,116
Task 3	Design Plans and Specifications	116	\$ 20,108	\$ -	\$ 2,639	\$ 22,747
3.1	Prepare 30-Percent Design	20	\$ 3,808	\$ -	\$ 585	\$ 4,393
3.2	Prepare 60-Percent Design	40	\$ 6,936	\$ -	\$ 896	\$ 7,832
3.3	Prepare 90-Percent Design	36	\$ 6,236	\$ -	\$ 769	\$ 7,005
3.4	Prepare Bid-Ready Documents	20	\$ 3,128	\$ -	\$ 389	\$ 3,517
Task 4	Services During Bidding	27	\$ 5,810	\$ -	\$ 827	\$ 6,637
3.1	Respond to Technical Questions	9	\$ 2,010	\$ -	\$ 175	\$ 2,185
3.2	Prepare Addenda	11	\$ 2,190	\$ -	\$ 179	\$ 2,369
3.3	Attend Bid Opening	4	\$ 1,008	\$ -	\$ 85	\$ 1,093
3.4	Prepare Conformed for Construction Documents	3	\$ 602	\$ -	\$ 388	\$ 990
Task 5	Services During Construction	78	\$ 17,550	\$ -	\$ 1,875	\$ 19,425
5.1	Attend Pre-Construction Conference	8	\$ 2,016	\$ -	\$ 122	\$ 2,138
5.2	Review Submittals and Shop Drawings	15	\$ 3,010	\$ -	\$ 392	\$ 3,402
5.3	Review and Respond to RFIs and Change Orders	20	\$ 4,270	\$ -	\$ 380	\$ 4,650
5.4	Review Pay Requests	4	\$ 1,008	\$ -	\$ 51	\$ 1,059
5.5	Provide Periodic On-Site Observation During Construction	20	\$ 5,040	\$ -	\$ 382	\$ 5,422
5.6	Prepare Record Drawings	11	\$ 2,206	\$ -	\$ 549	\$ 2,755
Task 6	Management Reserve	-	\$ -	\$ -	\$ -	\$ 10,000
6.1	Management Reserve	-	\$ -	\$ -	\$ -	\$ 10,000
PROJECT TOTAL		289	\$ 58,164	\$ 44,000	\$ 6,886	\$ 119,050

Attachment B-3		
RH2 ENGINEERING, INC.		
2024 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I Staff Engineer	\$175	\$/hr
Professional II Staff Engineer	\$191	\$/hr
Professional III Project Engineer	\$216	\$/hr
Professional IV Project Engineer	\$233	\$/hr
Professional V Project Manager	\$252	\$/hr
Professional VI Project Manager	\$268	\$/hr
Professional VII Project Manager	\$292	\$/hr
Professional VIII Principal	\$302	\$/hr
Professional IX Principal	\$321	\$/hr
Technician I	\$138	\$/hr
Technician II	\$150	\$/hr
Technician III	\$166	\$/hr
Technician IV	\$183	\$/hr
Technician V	\$201	\$/hr
Technician VI	\$218	\$/hr
Technician VII	\$237	\$/hr
Technician VIII	\$250	\$/hr
Administrative I	\$90	\$/hr
Administrative II	\$105	\$/hr
Administrative III	\$127	\$/hr
Administrative IV	\$150	\$/hr
Administrative V	\$170	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6550	price per mile (or Current IRS Rate)
Subconsultants	10%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



Attachment D-3



Alternative "B" – Off-site

NON-DISCRIMINATION IN BENEFITS AFFIDAVIT

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

State of Washington)

) ss

County of)

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

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

Signed_____
Type/Print Name

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

Type/Print NameNotary Public in and for the State of
Washington.

My commission expires _____.

TO: City Council
FROM: Lisa Parks, City Administrator
DATE: February 20, 2024
SUBJECT: Thurston County Opioid Abatement Council Independent Subcommittee – Update

1) Recommended Action:

This is an informational update only.

2) Background:

The abuse of prescription opioids is a growing problem, not just in Tumwater, but in the State of Washington and nationwide. Individuals have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids and the toll opioid abuse and overuse causes on our resources is significant.

In April 2022, the City Council authorized the Mayor to sign the One Washington Memorandum of Understanding, which outlined how the funds the State of Washington receives from the National Distributor Settlement would be divided between participating jurisdictions. In March 2023, the City Council authorized the Mayor to sign the National Opioid Settlement Allocation Agreement II and any future settlement agreements. The National Opioid Settlement Allocation Agreement II incorporated the settlements reached with Walmart, Teva, Allergan, CVS, and Walgreens.

The One WA Agreement required participating jurisdictions to establish regional Opioid Abatement Councils (OAC). Tumwater is part of the Cascade Pacific Action Alliance Region. In July 2023, the City Council authorized the Mayor to sign two interlocal agreements (ILA). One established the required regional OAC for the Cascade Pacific Action Alliance Region, and the other one created an independent subcommittee (as authorized by the regional ILA) comprised of Thurston County and the Cities of Lacey, Olympia, and Tumwater. Staff will provide an update on the work associated with the Thurston County OAC at the meeting.

3) Policy Support:

Build a Community Recognized for Quality, Compassion and Humanity.

4) Alternatives:

This presentation is informational only.

5) Fiscal Notes:

Tumwater will receive 0.2065982350% of any national settlement funds.

6) Attachments:

None.

TO: City Council
FROM: Michelle Sutherland, Administrative Services Director
DATE: February 20, 2024
SUBJECT: Collective Bargaining Agreement with the Chauffeurs, Teamsters and Helpers Local No. 252 encompassing January 1, 2024 through December 31, 2026.

1) Recommended Action:

Recommend to Council approval of the 2024-2026 bargaining agreement between the City of Tumwater and the Chauffeurs, Teamsters and Helpers Local No. 252.

2) Background:

The City bargaining team has negotiated a fair and mutually agreed upon contract with the Chauffeurs, Teamsters and Helpers Local No. 252 encompassing the years 2024-2026. This contract will ensure the City provides a fair and comparable wage and benefit package for the members as they provide critical services to the City. The negotiated contract is in compliance with federal, state and local laws. Competitive and fair compensation packages are essential for retaining experienced staff and attracting new talent. This is critical to maintain and promote a talented and diverse workforce within the City of Tumwater.

3) Policy Support:

Strategic Priorities and Goals 2023-2024: Promote a talented DEI workforce, ensure a safe and healthy workforce, update employee compensation plan, and create a continuous learning organization.

4) Alternatives:

☐ Do not recommend approval.

5) Fiscal Notes:

The contract is within the City's budgetary constraints, which is essential for fiscal responsibility.

6) Attachments:

A. Collective Bargaining Agreement with the Chauffeurs, Teamsters and Helpers Local No. 252 encompassing January 1, 2024 through December 31, 2026.

AGREEMENT

by and between

CITY OF TUMWATER

and

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 252

January 1, 2024 through December 31, 2026



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THIS AGREEMENT is made and entered into by and between the City of Tumwater, hereinafter referred to as the "Employer" or City, and the International Brotherhood of Teamsters, Chauffeurs, and Helpers, Local No. 252, hereinafter referred to as the "Union" pursuant to a certification issued by the State of Washington, Department of Labor and Industries, covering the employee unit designated in Article I, herein.

ARTICLE 1

Section 1. MAINTENANCE OF STANDARDS

The City agrees that all written conditions of employment in its individual operation relating to wages, hours of work, overtime differentials, general working conditions, benefits, and job security provisions shall be maintained at not less than the standards in effect at the time of the signing of this Agreement.

Section 2. BARGAINING UNIT AND RECOGNITION

- a. The City recognizes that according to law, Teamsters Local Union No. 252 has the right to bargain for all employees of the City of Tumwater, in the Operations Division of the Transportation and Engineering Department and Water Resources and Sustainability Department, the Fleet Maintenance Program (FMP) maintenance shop, with the exception of managers or supervisors.
- b. The Employer recognizes the Union as the exclusive bargaining representative for all permanent full time and regularly scheduled part time employees for the unit for which the Union was certified by the Department of Labor and Industries in Case Number 0--1493, dated 10/18/73.

ARTICLE 2

It is hereby agreed by the parties signatory hereunto that it has been and will continue to be in their best interests to promote and encourage areas of understanding and cooperation in Labor-Management relations, to promote efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the City of Tumwater, to promote procedures and methods to promptly and fairly adjust differences, misunderstandings and disputes; to promote reasonable and fair working conditions; and to encourage an environment of good will and harmony between the Employer and employees for the benefit of all.

ARTICLE 3

Section 1. UNION REPRESENTATION

- a. It is mutually agreed that only Union members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such

as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.

- b. The City shall retain the sole right to the selection of new employees. The Union may have up to a thirty (30) minute orientation with new employees during the employees' regular work hours. The union will explain that it is designated as the exclusive bargaining representative for all employees covered under the Collective Bargaining Agreement. The Union shall inform each new employee that membership in the Union is voluntary. In addition, the Union shall explain to the new employee the rights and the benefits the employee would forgo by being a non-member.
- c. The Union agrees to accept employees as members without discrimination as to race, color, creed, sex, sexual orientation, national origin or physical, sensory or mental disability or protected classes under the law.
- d. The Employer will provide for payroll deduction of Union dues and initiation fees (or representation fees in the case of non-members) upon voluntary written authorization by the employee. Payroll deduction authorization cards must be received by the City department by the 15th day of the month to be recognized as effective for that month. The City will transmit to the duly designated officer of the Union the total amount so deducted together with the list of names of the employees from whose pay deductions were made. All refunds of such deductions which may be required to be made to any employee shall be made by the Union, and the Union shall settle all questions, and disputes between it and its members with reference to the deductions or refunds of the like without recourse to the City.
- e. The Employer will distribute one copy of this Agreement to each newly hired employee of the unit. The cost of printing this Agreement shall be equally shared between the Department and the Union.
- f. The Union agrees to supply the Employer with lists of officers of the Union and representatives and to keep such lists current. The Employer will recognize the officers and representatives, or shop stewards 10 days after receipt in writing by the Mayor of the City of Tumwater.
- g. Signatory organization will indemnify, defend, or hold the Employer or City harmless against any claims made and against any suit instituted against the City on account of any check-off of dues for the Union organization. The Union agrees to refund to the City any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof by the City.

ARTICLE 4

Section 1. UNION ACTIVITY

- a. The Union, its Shop Steward, or its members shall not collect dues or conduct Union business during working hours, except as provided herein.
- b. Prior to any proposed investigation of grievances, during working hours, the Shop Steward shall obtain permission from the Department's Operations Manager, or their designee, which will be granted unless the grievant is working on something that requires their immediate attention. If permission cannot be immediately granted, the City will arrange to allow investigation of the grievance at the earliest possible time.
- c. Any charges by the City which indicate that a Shop Steward is spending an unreasonable amount of time for activities per this section shall be referred to the Mayor or their designee for discussion with the Union Business Agent. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Union representative, the Union Representative continues to spend an unreasonable amount of Union business time handling grievances and disputes, the City may withdraw business representative privileges from the Shop Steward to carry out those functions on Department time. It will be the responsibility of the Mayor or their designee to make this determination.
- d. There will be no more than one Shop Steward appointed by the Union for this unit.

ARTICLE 5

Section 1. PREROGATIVES OF MANAGEMENT

- a. It is understood and agreed by the parties that the City possesses the sole right to operate the Department so as to carry out the statutory mandate, mission, and/or goals assigned to the Department, and that all Employer rights repose in the City. However, such rights must be exercised consistent with the provisions of this Agreement. These Employer rights include but are not limited to the following:
 1. To utilize the personnel, methods, and means in the most appropriate and efficient manner possible.
 2. To manage and direct the employees of the City.
 3. To hire, promote, transfer, assign, train, evaluate, or retain employees in positions within the City.
 4. To establish work rules and rules of conduct.

5. To suspend, demote, discharge, or take other appropriate disciplinary action against employees.
 6. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds.
 7. To determine the mission of the city and the methods and means necessary to efficiently fulfill that mission.
- b. The Employer and Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive, or interpreted so as to exclude those prerogatives not mentioned which are inherent to the Employer.
 - c. It is agreed and understood that the rights enumerated in Article V, Section 1-a, of this Agreement are not appropriate for formal negotiation during the life of this Agreement, but does not preclude the Union from seeking review of the exercise of these rights in a particular case in discussion with the Mayor, City Council, or its designee.
 - d. It is understood and agreed that there exists within the City, personnel rules, policies, practices, and benefits which will continue in effect for the period of this Agreement, unless or until changed by the Employer, or as requested by appropriate laws, order, or regulations, provided the Union has had notice of the proposed changes and been given an opportunity to discuss them with the Mayor, City Council, and their designee before the proposed changes are implemented.

ARTICLE 6

Section 1. BULLETIN BOARDS

- a. The City will permit the Union to use reasonable space approved for the purpose of posting Union business matters. The following types of Union letters or announcements may be posted.
 1. Notice of social affairs of the Union.
 2. Union meetings.
 3. Union elections and appointments.
 4. Results of Union election.
- b. All material listed above shall be officially identified as Teamsters Local No. 252 official bulletins.

- c. Identification of material approved for posting shall indicate the name, organization, and office or position held in the Union.
- d. The City will provide digital access to employees' vacation accrual and update at least monthly.

ARTICLE 7

Section 1. GRIEVANCE PROCEDURE

a. Definition:

A grievance is an alleged misinterpretation of, or violation of terms and/or provisions of this Agreement.

Grievant shall mean an individual or a group of individuals or the Union with a grievance.

b. Procedure for Processing Grievances:

1. Operations Manager- Step I:

The grievant may orally present a grievance to the applicable department's Operations Manager. If the grievance is not settled orally, the grievant shall refer it to the Union. The Union Business Agent shall provide a written statement of grievance to be presented to the applicable department Operations Manager within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and remedy (specific relief) requested. The Operations Manager's answer to the grievance shall include the reasons upon which the decision was based, and it shall be made in writing within ten (10) working days of the receipt of the grievance.

2. Mayor - Step II:

If no satisfactory settlement is reached at Step I, the grievance may be appealed to Step II, Mayor, or their designated representative, within seven (7) working days of receipt of the decision rendered in Step I.

The Mayor or their designated representative shall arrange for a grievance meeting with the Union. Such meeting shall be scheduled within seven (7) working days of

the receipt of the Step II appeal. The purpose of this meeting shall be to effect a resolution of the grievance.

The Mayor or their designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the Union within ten (10) working days from the conclusion of the meeting.

3. Mediation – Step III:

If the grievance remains unresolved after fifteen (15) working days from the date of submission of the grievance remedy from the Mayor or designee, the written grievance, as set forth in Step II, may be submitted by mutual agreement to the Public Employment Relations Commission (PERC). Mediation may be waived by written agreement of the parties.

4. Arbitration - Step IV:

If no satisfactory settlement is reached at Step III, the Union within fifteen (15) working days of the receipt of the Step III decision, may appeal the final decision of the employer to Arbitration. In the event an arbiter is not mutually agreed upon by both parties the parties shall jointly request Federal Mediation and Conciliation Service, Public Employment Relations Commission, or National Academy of Arbitrators to submit a list of seven (7) arbiters. Each party shall alternately strike until one name remains. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded.

The arbitrator's decision will be in writing and will set forth their finding of fact, reasoning, and conclusions on the issues submitted to them. The decision of the arbitrator shall be final and binding upon the employer, the Union, and the grievant(s).

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

5. Jurisdiction:

The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

6. Time Limits:

Time limits provided in this procedure may be extended by mutual agreement signed by the parties. Failure of the grievant to file and/or appeal the grievance within the above stated time limits shall cause the grievance to be void unless the grievant had reasonable cause for failure to timely process the grievance.

ARTICLE 8

Section 1. NO STRIKE

- a. Under no circumstances shall the Union, its officers, its employees, or its members directly or indirectly cause, instigate, support, encourage or condone, nor shall any employee or employees in the unit directly or indirectly take part in any action against or any interference with the operations of the City of Tumwater, such as strike, work stoppage, curtailment of work, restriction of productions, or any picketing. In the event of any such action or interference on notice from the City, the Union without delay shall take affirmative action as required to prevent and immediately bring about the termination of such action or interference and the Union will instruct any and all employees to immediately cease and desist their misconduct and advise them that their misconduct represents a violation of this Agreement subjecting them to disciplinary action up to and including discharge, based on Employer's decision.
- b. The City may take legal action or other redress against any individual or group of individuals who have caused damage to or loss of property. In addition, disciplinary action may be taken against the employee or employees, including discharge. It should be understood that after proper notice is provided by the Union and the City is fully satisfied that the Union has taken every recourse possible and is not furthering the cause of the action taken, and tries to prevent further action by an employee or employees, the City agrees that they will not file or prosecute for damages, the officers, or representatives of the Union or the Union as a separate entity.
- c. The City of Tumwater agrees that there will be no lockout during the life of this Agreement.

ARTICLE 9

Section 1. OVERTIME

- a. When necessary, the City may require employees to perform work during hours or days other than or beyond those falling within their regularly scheduled hours of work.
- b. Standard work week employees in the unit shall be paid cash payment or, if requested by the employee, compensatory time for overtime at the rate of time and one-half (1 ½) for work performed. Compensatory time earned may be used only on days mutually agreed to by the employee and the City. Compensatory time may accumulate to the maximums

allowed by law; provided, that any compensatory time on the books at the end of any calendar year will be cashed out at the end of the following February. Additionally, an employee may cash out accumulated compensatory time once per year upon thirty (30) days' notice. If problems arise due to the scheduling of the use of compensatory time, the parties agree to meet to further negotiate that topic.

- c. Management will determine:
 - 1. The number of employees needed to work the overtime.
 - 2. The employees within the class having the ability.
- d. All planned overtime shall be offered to employees covered by this agreement prior to offering such overtime to seasonal and/or temporary employees.
- e. Overtime work that is specific to a work crew shall be offered by seniority within the appropriate crew. If, the Employer is not able to fill the need from within the appropriate crew the overtime shall be offered to qualified bargaining unit employees by seniority. Community events which occur outside the regular work schedule will be assigned by bargaining unit seniority to those available and qualified for the overtime work.

Section 2. OFF DUTY PHONE CALL

- a. An off-duty employee contacted by the Employer or duty person to solicit information or a decision which is beneficial to the Employer shall be compensated at one (1) hour of straight time pay. To be eligible for compensation the phone call (1) must occur more than one (1) hour before or one (1) hour after the employee's scheduled shift and (2) must not be made only because an employee neglected to provide required information during normal work hours. Administrative phone calls such as checking on an employee's availability to work do not qualify for this compensation. Within the one (1) hour of off duty phone call pay, there is not limit on the number of phone calls that can be made to the off duty employee.

ARTICLE 10

Section 1. NON-DISCRIMINATION

- a. No employee shall be discriminated against for upholding Union principles nor shall any employee who serves as a Shop Steward or on a committee of the Union lose their job or be discriminated against for such reasons.
- b. No employee shall receive a reduction in wages or be deprived of more favorable working conditions due to the signing of this Agreement.

ARTICLE 11

Section 1. SENIORITY

- a. The principal of seniority (length of service) shall be applied in cases of layoff for lack of work and for re-hire when work becomes available. Seniority shall also apply in cases of promotion or transfer from one job to another whenever job openings exist within the bargaining unit. Ability, competency and experience being equal, seniority shall be the ruling factor.
- b. Seniority shall be broken by a layoff of one (1) year, by voluntary resignation or by discharge for just cause.
- c. Seniority may be broken by absence from work for over one (1) year due to illness or injury, except in the case of industrial accident seniority shall not be broken by such absence from work for less than two (2) years.
- d. New employees will be regarded as probationary employees until they have completed six (6) months of service from the date of hire. Probationary employees may be discharged with or without just cause during this period.
- e. Temporary seasonal employees and maintenance interns shall not attain seniority and shall not be eligible for accrued or paid Vacation, Holiday, or Health & Welfare benefits. Any such temporary seasonal employee shall not be utilized to supplant a regular employee of the bargaining unit, nor shall such temporary seasonal employee be utilized for more than ninety (90) working days without the express written consent of the Union.

ARTICLE 12

GENERAL WORKING RULES

Section 1. WORK PERIOD DEFINED

- a. The regular work week shall be five (5) consecutive days, Monday through Friday, eight (8) consecutive hours 8:00 a.m. to 4:30 p.m., except intervals of thirty (30) minutes for meals. Lunch periods shall commence not earlier than four (4) hours nor later than five (5) hours after the beginning of the shifts. The City reserves the right to assign employees to work outside of the regular work week if the need arises.

The work period provisions above shall apply except for alternative work schedules. The Employer agrees that no changes to approved 4-10 alternative work schedules will be made for the duration of this contract.

Section 2. REST PERIODS

- a. Employees shall have rest periods of fifteen (15) minutes approximately in the middle of the first half and fifteen (15) minutes approximately in the middle of the second half of their working shifts.

Section 3. SHOW UP TIME

- a. A guarantee of four (4) hours pay shall be in effect for any employee who is called to work, but not put to work.

Section 4. CALL OUT TIME

- a. When an employee is called out before their regular designated starting time or after completion of a shift or on Saturday, or Sunday, or on a Holiday, a minimum of two (2) hours pay will be earned at the appropriate rate.

Section 5. STANDBY ROTATION

- a. All employees will be included on a weekly standby rotation roster. An employee shall not perform more than two consecutive standby duty rotations.
- b. Employees on standby will respond to emergent work situations that arise during non-working hours for a period of seven days, beginning on Thursday evening and ending on the following Thursday evening. In the event that a non-working holiday falls on a Thursday, then the time and place of the duty transfer would be mutually agreed upon by both employees, subject to Management approval. The employee on standby must be available to respond promptly and must be able to respond at any time without being impaired by drugs or alcohol. In consideration for this responsibility, the City agrees to pay employees for the seven (7) day period of standby duty, effective January 1st of each year, as follows: Effective January 1, 2024: \$400; January 1, 2025: \$410; January 1, 2026: \$420.

An additional \$40 will be paid for each holiday that falls within the 7-day standby period. Employees performing standby duty shall have the use of a City vehicle during the week and to include Saturday and Sunday.

Employees may opt out of the duty roster rotation at the beginning of each cycle. The City will allow the exchange of scheduled roster weeks between employees once the roster is set. Arrangements for any exchange of scheduled weeks are the responsibility of the involved employees. Written requests for exchange, signed by both employees and submitted in advance, are subject to approval by Management. Upon approval of a submitted request, the responsibility for standby duty for the scheduled week is transferred in accordance with the request. Requests for exchange or relinquishment of scheduled roster weeks will only be disapproved by Management for legitimate operational needs.

Section 6. MANDATORY DRUG & ALCOHOL TESTING FOR COMMERCIAL DRIVERS

Consistent with federal regulations, employees whose positions require possession of a commercial driver's license shall be subject to mandatory drug and alcohol testing. It is understood that the testing shall include pre-employment, reasonable cause or suspicion, post-accident, random and return to duty tests as mandated by the U.S. Department of Transportation and/or the Federal Highway Administration. Discipline and/or treatment of employees found to have exceeded federal standards for drugs or alcohol shall be consistent with the City of Tumwater Substance Abuse Policy and applicable federal or state laws.

Section 7. DRUG TESTING PROCEDURES

In order to assure safety and compliance with state law, federal law and City policy, the parties agree that the City's Substance Abuse Prevention Policy shall apply with the additions and clarifications of this Section.

- a. Testing will be done by taking samples at an approved collection site or on-site testing as arranged for by the City's Designated Employer Representative (DER). All samples will be evaluated by a federally certified laboratory.
- b. Chain of evidence standards will be those which meet or exceed federal standards as prescribed by United States Department of Transportation (USDOT). Consent and release forms which meet the standards of federal law will be made available to each employee to be tested.
- c. Any alteration of consent forms, refusal to consent to testing, or refusal to cooperate fully with the collection of samples by an employee constitutes insubordination and is grounds for disciplinary action which may include termination.
- d. An employee may request a split sample test and have the second sample tested by another federally certified laboratory at the employee's own expense.
- e. Standards for laboratory processing and interpretation of results shall be consistent with those prescribed by the United States Department of Transportation. Substances to be tested shall be limited to those mandated for testing of commercial drivers by the USDOT. Thresholds for determining a positive test result shall be those mandated for testing of commercial drivers by the USDOT.
- f. Employees who voluntarily ask for assistance to deal with drug or alcohol problems and who have not violated other policies of the City, will not be subject to discipline as a result of revealing their need for treatment.
- g. An employee who tests positive for the first time, will not be disciplined beyond a written reprimand unless the employee: refuses the opportunity for rehabilitation; fails to

complete a rehabilitation program successfully; has violated rules or policies of the City in a manner which otherwise justifies more severe discipline; or has, within the past two years and, with the assistance of the City, completed an approved rehabilitation program which required abstinence from use of addictive substances.

- h. For purposes of this section, the responsibility of the Lead Worker for enforcing the provision of substance abuse policies will be limited to immediately reporting any behavior that may indicate impairment to department management.

Section 8. MANAGEMENT ASSISTANCE WITH BARGAINING UNIT WORK

To improve efficiency and safety on the job, the Employer and Union employees recognize that management employees may assist bargaining unit employees with their tasks on a limited basis when employee safety is a concern, when employee training is being provided through direct task demonstration, and/or when the employee asks for assistance. Such assistance will be provided infrequently and will not be used in a manner which eliminates the need to hire additional employees. Except for the case of emergencies, training will not be on overtime.

ARTICLE 13

Section 1. LEAVE OF ABSENCE

- a. Any employee so desiring shall be granted a leave of absence from their position for up to 120 days without loss of previous seniority but without pay upon showing of cause satisfactory to the City. All such requests shall be made in writing sufficiently in advance of the contemplated absence. Such leave may be further extended upon the satisfactory showing of cause. Leave of absence requests shall be made while the employee is still in employment status or in a period of illness where health or other compelling reasons prompts such request and follows in a continuity with actual employment status. Leave of absence without pay shall not be allowed until all annual leave credits have been used.

Section 2. SICK LEAVE

- a. A total of ninety-six (96) hours of sick leave for each twelve (12) months of employment shall be allowed to accumulate at the rate of eight (8) hours for each full month of employment in the calendar year in which the employee is first employed and thereafter eight (8) hours of sick leave for each full month of employment in each successive calendar year. When sick leave periods extend beyond three (3) days, the City may require the employee to present a certificate from a registered practicing physician, or other bona fide practitioner. Maximum carryover accrual for sick leave is nine hundred and sixty (960) hours or one hundred and twenty (120) days on January 1 from the previous year.
- b. A minimum of fifteen (15) regular days per month must be worked for an employee to receive benefits for that month. Days not worked because the employee is on paid sick leave and/or paid vacation shall be considered as days worked for the purpose of the

preceding sentence. At minimum, sick leave will accrue at a rate of one (1) hour for every forty (40) hours of paid work.

Pursuant to City policy, accrued sick leave may be used for the care of domestic partners of employees. Sick leave used as part of Family Care leave shall be taken in accordance with Section 8 of this article. Temporary employees and those employees not working sufficient days to earn benefits accrual in a calendar month (fifteen (15) regular days per month) are subject to earning sick time at the rate and terms of the City's personnel policies.

- c. Sick Leave Payments Upon Retirement: Employees who separate from city service due to retirement or death shall be compensated for fifty percent (50%) of their total sick leave balance hours. Compensation shall be based upon the employee's salary at the time of separation and shall be subject to applicable withholding under state and federal law.

For the purposes of the preceding sentences, retirement shall not include vested "out-of-service" employees who leave funds on deposit with the department of retirement systems (DRS). Employees who are choosing to retire and wish to receive a sick leave payment must provide a resignation letter and appropriate documentation of their decision to retire to the city's human resources office.

- d. Sick Leave Payments Upon Voluntary Termination or Layoff: Employees shall be compensated for twenty five percent (25%) of their total unused sick leave balance at the time of separation at their regular salary rate, provided that the Employee has at least 192 hours of accrued sick leave. Employees shall be eligible for their benefit as a result of voluntary separation or involuntary layoff but shall not be eligible if terminated for cause. Compensation shall be based upon the employee's salary at the time of separation.
- e. Annual Sick Leave Payment: Employees shall be eligible to receive monetary compensation for accrued sick leave as follows: In November of each year, and at no other time, employees with at least 768 hours of accrued sick leave may elect to convert the sick leave hours earned in the previous 12 month period, minus those hours used during that period, to monetary compensation at the rate of twenty-five percent and shall be based on the employees' current salary. Payment of converted sick leave shall occur in the first paycheck issued in December.

Section 3. BEREAVEMENT LEAVE

In the event of a death in the family (father, mother, wife, husband, son, daughter, brother, sister, aunt, uncle, niece, nephew, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, domestic partner registered with the City or any relative living in household), an employee shall be entitled to a maximum twenty-four (24) hours of paid time to attend the family memorial or to secure affairs. When travel is involved, sixteen (16) hours of accumulated sick leave may be granted, to be taken from accumulated sick leave.

Up to four (4) hours paid leave will be allowed to attend the funeral of a close friend or non-qualifying relative.

Section 4. MILITARY LEAVE

Employees enlisting or entering the military or naval services of the United States pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges provided by the Act.

Employees fulfilling their obligations with respect to the National Guard or Reserve status of the Armed Forces shall be granted a leave of absence for such purpose for the period of time not to exceed fifteen (15) days pursuant to RCW 38.40.060.

Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be granted all rights and privileges provided by the Act.

Section 5. JURY DUTY

An employee summoned for jury duty shall be granted administrative leave for such service and shall be paid by the City their regular wage, less such remuneration he/she shall receive as compensation for jury service.

Section 6. FAMILY AND MEDICAL LEAVE

Pursuant to state and federal law and to City personnel policy, employees may utilize up to twelve (12) weeks of paid and/or unpaid sick and/or vacation leave for personal illnesses, or to care for a parent, child, spouse or domestic partner registered with the City with a serious medical condition. During a family and medical leave period, regardless of whether paid or unpaid leave is utilized, the employer's share of medical and dental insurance premiums will continue. Employees must follow procedures established by the City personnel policy manual for requesting and utilizing family and medical leave.

Section 7. SICK LEAVE SHARING

Employees may be allowed to share accrued sick leave to the extent and in the same manner that non-represented employees are permitted to do so by City policy and ordinance.

Section 8. FAMILY CARE LEAVE

- a. Pursuant to state law and to City personnel policy, employees may use any or all of the employee's choice of sick leave or other paid time off to care for a child of the employee with a "health condition" as defined in the law and policy or family member, including a registered domestic partner of the employee, or parent-in-law of the employee who has a "health condition" or "emergency condition" as defined in the law and policy.
- b. An employee may not take leave until it has been earned.
- c. Employees unable to report to work because of the need to take family care leave are to notify their immediate supervisor within one hour of the official start time, except

in the case of a bona fide emergency. Use of paid leave may not be allowed, at the discretion of the supervisor, unless such report has been made.

Section 9. PAID FAMILY LEAVE

Eligible employees are covered by Washington's Paid Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employer and employee premiums will be paid in accordance with Washington law.

ARTICLE 14

Section 1. HOLIDAYS

- a. All employees who have been on the payroll of the City a minimum of one (1) working day and who are available for work their regularly scheduled work day prior to and their regularly scheduled work day following the holiday shall receive pay for holidays named below regardless of which day of the week the holiday falls. All qualified employees shall be paid for such holidays, if no work is performed, at the rate of eight (8) hours at the applicable hourly rate for their classification. All qualified employees on a ten (10) hour shift shall have the option of using two (2) hours from the employee's vacation bank, compensatory time bank, or floating holiday bank to be compensated for ten (10) hours for the holiday, or to be compensated eight (8) hours for the holiday. Temporary seasonal employees are not eligible for paid holidays.

The following holidays will be recognized:

HOLIDAYS	DATES
New Years Day	January 1st
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25 th
Floating Holidays	Observed individually (20 hours)

Any additional state holiday declared by the Governor during the life of this agreement shall also be recognized.

- b. All work performed on any of the above holidays shall be paid for at the time and one-half (1 ½) rate plus holiday pay. When a holiday falls on a Saturday, such holiday will be observed on Friday. When a holiday falls on Sunday, such holiday shall be observed on the following Monday.
- c. Part-time employees shall be paid pro rata holidays in accordance with the number of hours regularly compensated as compared to a full month.
- d. Employees may not utilize a floating holiday until they have completed the initial probationary period.

ARTICLE 15

Section 1. VACATIONS

- a. Vacation leave with pay shall be allowed to each regular permanent employee at the rate of eight (8) hours vacation leave credit for each month of completed service. Vacation leave for all employees shall be those set forth:

<i>TIME EMPLOYED BY THE CITY</i>	<i>VACATION TIME ACCRUED PER MONTH</i>
1 – 12 months (1 st year)	9 hours per month
13 – 24 months (2 nd year)	9 hours & 40 minutes per month
25 – 48 months (3 rd & 4 th years)	10 hours & 20 minutes per month
49 – 60 months (5 th year)	11 hours per month
61 – 84 months (6 th & 7 th years)	11 hours & 40 minutes per month
85 – 108 months (8 th & 9 th years)	12 hours & 20 minutes per month
109 – 120 months (10 th year)	13 hours per month
121 – 144 months (11 th & 12 th years)	13 hours & 40 minutes per month
145 – 168 months (13 th & 14 th years)	14 hours & 20 minutes per month
169 – 204 months (15 th , 16 th , & 17 th years)	15 hours per month
205 – 228 months (18 th & 19 th years)	15 hours & 40 minutes per month
229 months & after (20 th year & thereafter)	16 hours & 20 minutes per month

- b. Continuous past service shall be included in determining the employee's length of service for vacation leave purposes. Vacation leave accrued at the time of separation from employment shall be paid.
- c. Maximum accrual of 240 hours of vacation leave to be allowed. No such leave shall be granted except at a time which will least interfere with the work of the department and unless application for such leave has been made in advance and approved by the department head or such leave is taken for Family Care leave in accordance with Article XIII, Section 8.
- d. Any regular permanent employee who is in a vacation leave status and becomes incapacitated through illness, accident or hospitalization shall have the right to revert to a sick leave status. Employees using sick leave in this circumstance are to notify their immediate supervisor within one hour of the official start time, except in the case of a bona fide emergency. Sick leave with pay may not be allowed, at the discretion of the supervisor, unless such report has been made. When sick leave period extends beyond three days, the City may require the employee to present a certificate from a registered practicing physician or other bona fide practitioner.

ARTICLE 16

Section 1. VACATION LEAVE SCHEDULING

- a. Employer agrees that an employee's request to take annual leave credited to the employee shall normally be honored, provided that it not interfere with work load requirements and schedules.
- b. Other factors being equal, employees with the greater seniority within the same job classification shall be given preference of vacation requests within the respective selection involved.
- c. Employees who desire to take their vacation at a specific period and time shall submit their request to the Operations Manager in writing prior to May 1st for the year such vacation will fall. Subject to modification due to workload requirements and schedules, the Operations Manager will compile and publish a listing by section made up of these requests by the 15th of May. Employees on said list shall have priority and shall be granted vacation insofar as possible for the time stipulated on the listing. Should it be necessary for the City to cancel a previously scheduled vacation due to emergency work load requirements, the employee's vacation so canceled will be given priority for rescheduling. It is understood and agreed between the parties that all annual leave shall be granted at the convenience of the Employer.
- d. Vacation taken as a result of Family Care Leave shall be taken in accordance with Article XIII, Section 8.

ARTICLE 17

Section 1. RESTRICTION OF LAW AND REGULATIONS

- a. It is understood and agreed by the parties that this Agreement is subject to the Fair Labor Standard (FLSA) provisions or Department of Labor Rules and Regulations issued to implement the FLSA; to all applicable existing or future laws or regulations of the State of Washington (as amended from time to time) including rules and regulations by the City of Tumwater, which are not in conflict with the existing contract, or other agencies of government pursuant to authority granted to it by the Legislature. Wherever there is a conflict between the provisions of this Agreement and any applicable law or regulations, the provisions of the law or regulation shall govern.
- b. Should any article, section, or portion thereof of this Agreement be held unlawful or invalid by any court, agency, or board of competent jurisdiction, or in conflict with existing State Laws, such decisions shall apply only to specific article, section, or portion thereof directly specified in the decision. The remaining sections or provisions shall remain in full force and effect.

ARTICLE 18

BENEFITS

Section 1. MEDICAL INSURANCE

Beginning on the first day of the first month following execution of the contract and for the remainder of the contract term, the City shall pay the composite rate to the Washington Teamsters Welfare Trust for family medical insurance coverage under Plan A including the twelve month waiver of contribution option, the \$400.00 per week time loss option, and the \$30,000 life insurance option, for each regular full time and regularly scheduled part-time employee who was compensated for eighty (80) hours or more during the preceding month. The above payments shall be made to an authorized administrative office by the tenth (10th) day of each month.

Section 2. DENTAL INSURANCE

Beginning on the first day of the first month following execution of the contract and for the duration of this agreement, the City shall pay the composite rate under Dental Plan B to the Washington Teamsters Welfare Trust for family dental insurance coverage for each regular full time and regularly scheduled part-time employee who was compensated for eighty (80) hours or more during the preceding month. The above payments shall be made to an authorized administrative office by the tenth (10th) day of each month.

Section 3. VISION INSURANCE

Beginning on the first day of the first month following execution of the contract and for the duration of this agreement, the City shall pay the composite rate under Vision Plan EXT to the Washington Teamsters Welfare Trust for family vision insurance coverage for each regular full time and regularly scheduled part-time employee who was compensated for eighty (80) hours or more during the preceding month. The above payments shall be made to an authorized administrative office by the tenth (10th) day of each month.

Section 4. MAINTENANCE OF BENEFITS / CHANGE IN BENEFITS

For the duration of this Agreement, the City agrees to maintain the insurance plans provided for in this Article and to increase its maximum premium contribution in an amount to cover the required premiums, excluding the additional Kaiser self-payment (if any). The Washington Teamsters Welfare Trust reserves the right to modify benefits or eligibility for the purpose of cost-containment, cost management, or changes in medical technology and treatment.

Section 5. LICENSURE, IDENTIFICATION AND EQUIPMENT

Annually, the City will pay a boot allowance of \$350 to each employee for the purchase of heavy duty, safety-toed work boots and/or appropriate footwear that meet L&I requirements. Payment

will be made in the first pay period for new employees and once each calendar year for existing employees.

Employees can participate in the laundry service provided by the City to supply work jeans. In lieu of the laundry service, annually, employees can opt to receive a yearly jeans allowance of \$300 to purchase and self-laundry appropriate work jeans. Payment will be made in the first pay period for new employees and once each calendar year for existing employees.

The City will provide required Personal Protective Equipment (PPE) and appropriate uniforms with City logo.

The City shall pay for license, certification or training required to perform the essential duties of the job. All bargaining unit employees shall be issued a City identification card and shall carry that card during work hours.

Employees are responsible for applicable taxes on allowances paid.

Section 6. SUPPLEMENTAL RETIREMENT PROGRAM

The City shall pay into the Western Conference of Teamsters Pension Trust on behalf of the employees, based on the employee's compensable time per the table below. The City shall divert from employee's pay per the table below.

Effective Date	Employee Portion	Employer Contribution	Total Contribution to WCTPT
January 1, 2024	\$3.15	\$.25	\$3.40
January 1, 2025	\$3.15	\$.50	\$3.65
January 1, 2026	\$3.15	\$.75	\$3.90

- a. Effective January 1, 2024, based on January 2024 hours, the City shall pay an amount equal to two dollars and sixty-five cents (\$3.40) per hour for each hour for which compensation is paid to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each employee performing bargaining unit work, including non-regular employees, said amounts to be computed monthly. The total amount due for each calendar month shall be remitted in lump sum not later than ten (10) days after the last business day of such month.
- b. Effective January 1, 2025, based on January 2025 hours, the City shall pay an amount equal to two dollars and ninety cents (\$3.65) per hour for each hour for which compensation to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each employee performing bargaining unit work, including non-regular employees, said amounts to be computed monthly. The total amount due for each calendar month shall be remitted in lump sum no later than ten (10) days after the last business day of such month.

- c. Effective January 1, 2026, based on January 2026 hours, the City shall pay an amount equal to three dollars and fifteen cents (\$3.90) per hour for each hour for which compensation to him/her into the Western Conference of Teamsters Pension Trust Fund on account of each employee performing bargaining unit work, including non-regular employees, said amounts to be computed monthly. The total amount due for each calendar month shall be remitted in lump sum no later than ten (10) days after the last business day of such month.
- d. The City agrees to abide by such rules as may be established by the Trustees of the trust fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of the agreement.
- e. Employees shall be permitted to voluntarily participate in City sponsored deferred compensation programs subject to federal regulations and City policies and/or practices.
- f. For the purpose of determining the required pension contributions under this article, "bargaining unit work performed" is defined as work performed by a regular employee, and excludes any work performed by a seasonal employee, with the following exception: in the event that seasonal employee is hired as a regular employee, the city will begin making contributions for the employee as of the date of regular hire and will in addition make a contribution retroactive to the employee's first day of employment as a seasonal, not to exceed five (5) years prior to the date of hire as a regular employee.

If an employee returns to seasonal status after serving as a regular employee, the City will cease making contributions; if the employee again returns to regular status, retroactive contributions will be made as set forth above for the intervening period of seasonal employment.

Section 7. LONGEVITY

In order to recognize the long-time service of regular employees of the City, the following longevity plan shall be implemented as an additional monetary benefit, based upon the length of continuous employment in the City's service:

	Monthly Benefit
7 years but less than 10 years of service	\$50
10 years but less than 15 years of service	\$120
15 years but less than 20 years of service	\$160
20 years but less than 25 years of service	\$190
25 years or more years of service	\$215

Section 8. TUITION REIMBURSEMENT

Employees shall be permitted to participate in the City's tuition reimbursement program subject to the rules and procedures established by City policy.

Section 9. LIFE INSURANCE

Upon execution of this Agreement and for the term of the Agreement, the City agrees to pay 100% of the premium for \$20,000 of group life insurance from a provider of the City's choice to each member of the bargaining unit.

Section 10. TEMPORARY EMPLOYEES

Temporary employees are not entitled to Health & Welfare benefits under Sections 1, 2, 3, and 4, above.

Section 11. WORKER'S COMPENSATION

- a. All occupational injuries or illness shall be reported immediately to division management and recorded in writing on the City's Accident/Incident Report form.
- b. An employee requiring medical attention due to an occupational injury or illness is required to file a claim for workers' compensation benefits. The L&I "Report of Industrial Injury or Occupational Disease:" claim form is obtained from a physician, clinic, or hospital.
- c. The City may require the employee to undergo an examination, at its expense, performed by a physician of its choice, to determine when the employee can return to work and if he/she will be capable of performing the essential duties of the position.
- d. Absences for an on-the-job injury covered by Worker's Compensation will be treated by the City as "kept on salary" administrative leave for up to fourteen (14) calendar days following the date of injury. The fourteen (14) calendar days must be consecutive and must immediately follow the date of injury. In the event that there is a delayed time loss benefits determination exceeding the 14-day period, the employee will be required to take available accrued leave or request leave without pay under the City's Leave Without Pay policy. Once a determination is made, any paid leave taken that should have been kept-on-salary administrative leave will be restored to the employee. Any absence related to an on-the-job-injury must be at the written direction of the worker's medical provider. This kept-in-salary policy does not prevent the injured worker from returning under the City's Modified Assignment/Return to Work Policy during or after the fourteen (14) calendar day period. Should the Worker's Compensation payment be less than an employee's normal base wage, the employee shall have the option to utilize available leave banks to make employee whole.

- e. Absence from an on-the-job injury covered by Worker's Compensation greater than the number of days provided for in paragraph four (4) of this section may be charged to any of the injured worker's paid leave banks or to unpaid leave at the discretion of the injured worker, subject to the City Policy. However, employees covered by Workers Compensation and on unpaid leave will not have any annual actual or step increase adjustments. The injured worker's choice of the type of leave will be noted on their timesheet.
- f. After the provision of paragraph four (4) of this section have ended, and employee using paid sick leave and simultaneously receiving compensation under the Worker's Compensation Law is required to give any and all L&I time loss payments to the City's Finance Department within three (3) working days of receipt. Employees in this situation will have sick leave "buy back" calculated by the Finance Department in order to restore the amount of sick leave equivalent of time loss payment.
- g. After the provisions of paragraph four (4) have ended, an employee using any other form of paid leave other than sick leave and simultaneously receiving compensation under the Worker's Compensation law will keep both forms of payment and will have no salary or leave adjustment from the City, i.e. no "buy back".

ARTICLE 19

Section 1. WAGES (See Appendix A)

Section 2. STEP INCREASES

Step increases will be paid from the first of the anniversary month.

Section 3. WORK OUT OF JOB CLASS

Any employee assigned to work out of classification in a higher paid job class for one half (½) of the shift or more by direction of the Employer or their designee, shall be compensated for all hours worked at the higher classification at the appropriate pay scale at a step which provides a minimum of four percent (4%) above the employee's regular rate of pay.

Section 4: SHIFT CHANGES DUE TO INCLEMENT WEATHER OR EMERGENCIES

An employee shall qualify for shift differential pay of \$2.00 per hour for the entire shift if the employee is required to work a temporary shift other than their normal start time. The Shift differential pay does not apply for hours compensated at an overtime rate. If a declared local, state, or federal emergency lasts beyond fourteen consecutive days and the temporary shift change requires no more than a 30-minute variation in start or end time, the shift differential pay is forfeited.

Section 5: PAYDAYS

There shall be two paydays in a month. The first payday for the first half of the month will be on or before the twenty- fifth (25th) day of the month. The second payday for the second half will be on or before the (10th) day of the following month. But if the 10th or 25th falls on a non-work day, i.e., Saturday, Sunday, or a recognized holiday, the payday shall be the last work day preceding the 10th or 25th.

ARTICLE 20

Section 1. LIFE OF AGREEMENT

All provisions of this Agreement shall continue to be in full force and effect from January 1, 2024, through December 31, 2026.

- a. Prior to termination date of this contract, either party may recommend any or all parts of this Agreement be re-opened for negotiations, provided one of the parties advises the other party in writing ninety (90) days prior to the termination date of this Agreement by submission and receipt in writing to the other party. The party receiving the request for re-opening of the contract will then be provided an opportunity to submit their recommendations or proposal prior to the start of formal negotiations. In the event that such notice is timely provided, negotiations shall begin not later than sixty (60) days prior to the anniversary date of this contract. The Union agrees to submit written proposals to the City by November 1st.
- b. This Agreement shall remain in full force and effect during the period of negotiation until notice of termination of this Agreement is provided.
- c. Should neither party of this Agreement receive written notice requesting negotiations ninety (90) days prior to the expiration date of the contract, the Agreement shall be considered to have been re-negotiated for twelve (12) months.
- d. This Agreement may be amended at any time during its effective term provided there is mutual consent of both parties in writing.

DATED THIS _____ DAY OF _____, 2024, in Tumwater, Washington.

CITY OF TUMWATER:

+

TEAMSTERS UNION LOCAL NO. 252:

Debbie Sullivan
Mayor

BRIAN BLAISDELL
Secretary-Treasurer

ROB DEROSA
Sr. Business Agent

ATTACHMENT A**CITY OF TUMWATER SALARY SCHEDULE
TEAMSTERS LOCAL 252****Effective January 1, 2024, Hourly Wages**

Job Class	Step 1	Step 2	Step 3	Step 4	Top Step
Field Crew Lead *	98%	102%	106%	110%	114%
Maintenance Technician III	90%	94%	98%	102%	106%
Maintenance Technician II	84%	88%	92%	96%	100%
Maintenance Technician I	76%	80%	84%	88%	92%
Electrician (Senior)	109%	113%	117%	121%	125%
Signal Tech II (Senior)	109%	113%	117%	121%	125%
Fleet Tech	88%	92%	96%	100%	104%
Fleet Tech II (Senior)	92%	96%	100%	104%	108%

After Supplemental Retirement Contribution

Job Class	Step 1	Step 2	Step 3	Step 4	Step 5
Field Crew Lead	37.97	39.65	41.32	43.00	44.68
Maintenance Technician III	34.61	36.29	37.97	39.65	41.32
Maintenance Technician II	32.09	33.77	35.45	37.13	38.81
Maintenance Technician I	28.74	30.41	32.09	33.77	35.45
Electrician (Senior)	42.58	44.26	45.94	47.62	49.39
Signal Tech II (Senior)	42.58	44.26	45.94	47.62	49.39
Fleet Tech	33.77	35.45	37.13	38.81	40.48
Fleet Tech II (Senior)	35.45	37.13	38.81	40.48	42.16

7.25% Increase

2024 Teamsters Pension supplemental retirement rate: \$3.15 per hour

*Field Crew Lead additional 2% premium on base hourly wage

CITY OF TUMWATER SALARY SCHEDULE
TEAMSTERS LOCAL 252

Effective January 1, 2025, Hourly Wages

Job Class	Step 1	Step 2	Step 3	Step 4	Top Step
Field Crew Lead *	98%	102%	106%	110%	114%
Maintenance Technician III	90%	94%	98%	102%	106%
Maintenance Technician II	84%	88%	92%	96%	100%
Maintenance Technician I	76%	80%	84%	88%	92%
Electrician (Senior)	109%	113%	117%	121%	125%
Signal Tech II (Senior)	109%	113%	117%	121%	125%
Fleet Tech	88%	92%	96%	100%	104%
Fleet Tech II (Senior)	92%	96%	100%	104%	108%

After Supplemental Retirement Contribution

Job Class	Step 1	Step 2	Step 3	Step 4	Step 5
Field Crew Lead	39.41	41.15	42.88	44.62	46.36
Maintenance Technician III	35.94	37.67	39.41	41.15	42.88
Maintenance Technician II	33.33	35.07	36.80	38.54	40.28
Maintenance Technician I	29.86	31.59	33.33	35.07	36.80
Electrician (Senior)	44.19	45.92	47.66	49.40	51.22
Signal Tech II (Senior)	44.19	45.92	47.65	49.40	51.22
Fleet Tech	35.07	36.80	38.54	40.28	42.02
Fleet Tech II (Senior)	36.80	38.54	40.28	42.02	43.75

3.5% Increase

2025 Teamsters Pension supplemental retirement rate: \$3.15 per hour

*Field Crew Lead additional 2% premium on base hourly wage

CITY OF TUMWATER SALARY SCHEDULE
TEAMSTERS LOCAL 252

Effective January 1, 2026, Hourly Wages

Job Class	Step 1	Step 2	Step 3	Step 4	Top Step
Field Crew Lead *	98%	102%	106%	110%	114%
Maintenance Technician III	90%	94%	98%	102%	106%
Maintenance Technician II	84%	88%	92%	96%	100%
Maintenance Technician I	76%	80%	84%	88%	92%
Electrician (Senior)	109%	113%	117%	121%	125%
Signal Tech II (Senior)	109%	113%	117%	121%	125%
Fleet Tech	88%	92%	96%	100%	104%
Fleet Tech II (Senior)	92%	96%	100%	104%	108%

After Supplemental Retirement Contribution

Job Class	Step 1	Step 2	Step 3	Step 4	Step 5
Field Crew Lead	40.69	42.48	44.27	46.06	47.85
Maintenance Technician III	37.11	38.90	40.69	42.48	44.27
Maintenance Technician II	34.43	36.21	38.00	39.79	41.58
Maintenance Technician I	30.85	32.64	34.43	36.21	38.00
Electrician (Senior)	45.61	47.40	49.19	50.98	52.86
Signal Tech II (Senior)	45.61	47.40	49.19	50.98	52.86
Fleet Tech	36.21	38.00	39.79	41.58	43.37
Fleet Tech II (Senior)	38.00	39.79	41.58	43.37	45.16

3.0% Increase

2026 Teamsters Pension supplemental retirement rate: \$3.15 per hour

*Field Crew Lead additional 2% premium on base hourly wage