



**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, July 16, 2024
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 5. Consent Calendar:**
 - a. Approval of Minutes: City Council Work Session, May 28, 2024
 - b. Approval of Minutes: City Council & Joint Planning Commission Work Session, June 25, 2024
 - c. Approval of Minutes: City Council, July 2, 2024
 - d. Payment of Vouchers (Finance Department)
 - e. Interagency Reimbursement Agreement IAA25301 Between Washington State Administrative Office of the Courts and City of Tumwater (Public Health & Safety Committee)
 - f. Homeland Security Region 3 Omnibus Mutual Aid Agreement (Public Health & Safety Committee)
 - g. Intergovernmental Agreement Between the City of Tumwater and the Confederated Tribes of the Chehalis Reservation (City Council Work Session)
 - h. Israel Road and Linderson Way Pedestrian and Bicycle Improvement Project – Authority to Solicit Bids and Recommend Award (Public Works Committee)
 - i. Linwood Avenue Sidewalk Susitna Lane to 2nd Avenue – Authority to Solicit Bids and Recommend Award (Public Works Committee)
- 6. Council Considerations:**
 - a. 2024 Citywide Striping Project – Construction Contract Award with Specialized Pavement Marking (Transportation & Engineering Department)
 - b. Deschutes Valley Trail Connection Funding Prospectus and Award (Transportation & Engineering Department)
 - c. Service Provider Agreement for the 2nd Avenue Bicycle and Pedestrian Improvements Project with SCJ Alliance (Transportation & Engineering Department)

- d. Service Provider Agreement for the Tumwater Boulevard, North Bound I-5 On/Off Ramp Intersection Project with HDR Engineering (Transportation & Engineering Department)
- e. Community Human Services Program – Home Repairs (Finance Department)

7. Committee Reports

- a. Public Health and Safety Committee (Peter Agabi)
- b. General Government Committee (Michael Althausen)
- c. Public Works Committee (Eileen Swarthout)
- d. Budget and Finance Committee (Debbie Sullivan)

8. Mayor/City Administrator's Report

9. Councilmember Reports

10. Any Other Business

11. Adjourn

Hybrid Meeting Information

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

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 815 3949 3169 and Passcode 114370.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 815 3949 3169 and Passcode 114370.

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_jV403XUZQYuR3L7uDFConw

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.

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) 754-4129 or email ADACoordinator@ci.tumwater.wa.us

TUMWATER CITY COUNCIL WORK SESSION
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CONVENE: 6:00 p.m.

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Finance Director Troy Niemeyer, Police Chief Jon Weiks, Fire Chief Brian Hurley, Water Resources and Sustainability Director Dan Smith, Parks and Recreation Director Chuck Denney, and Sustainability Coordinator Alyssa Jones Wood.

**COMMUNITY
HUMAN SERVICES
PROGRAM – HOME
REPAIRS:**

Director Niemeyer reported the proposal approved by the Council for a \$25,000 pilot program was originally for mobile home repairs for Tumwater residents. Following discussions on the focus of the program, staff learned the City cannot limit the program to mobile home repairs and must include all home repairs for low-income residents to avoid any conflicts for gifting of public funds.

Staff is seeking guidance prior to initiating the program. Because of the lack of staff capacity to administer the program, staff contacted some non-profits to administer the program. Two organizations for consideration include Habitat for Humanity and Rebuilding Together. Both organizations have local offices with local volunteers. The organizations have similar programs and follow the Department of Housing and Urban Development (HUD) guidelines for income eligibility.

Habitat for Humanity utilizes volunteers and future property owners to build homes for both small and larger projects. Rebuilding Together has no specific requirements and focuses on smaller and larger projects. Staff recommends utilizing an existing contract with Rebuilding Together through the Community Human Services Program requiring only a contract amendment for future consideration by the Council.

Councilmember Dahlhoff asked about applicability for seniors because of the need of seniors in manufactured home parks. Seniors are a federally protected class. Director Niemeyer said he would follow up with the City Attorney on the parameters of the program.

Several Councilmembers commented on their support of the proposal. Councilmember Jefferson asked about the possibility of including veterans within the program as well.

City Attorney Kirkpatrick advised that based on the parameters of the budget amendment, the program was intended for senior housing repairs. At this time, the proposal is to move forward with a senior repair program.

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Staff is seeking guidance on which non-profit to select to administer the program. The program is targeted to low-income seniors.

Director Niemeyer said staff is recommending contracting with Rebuilding Together. Staff will draft a contract amendment for consideration by the Council.

The Council requested adding the amendment to Council Considerations to enable announcement of the program to the community.

MUNIFIN 201 – DEBT: Director Niemeyer said the review is the third in a series of four educational series focused on debt with a focus on larger projects.

The City last issued substantial debt in 2011 for the golf course with smaller debt issued in 2019 for fire apparatus.

Debit is borrowed money paid back over time comprised of principal and an interest component. Borrowing money is typically from a bank to secure a loan. The City can also seek loans from a bank; however, the bank loan limit is not sufficient if the project is large. Other loan options for the City include the state's Public Works Trust Fund or Clean Water State Revolving Fund from the Department of Ecology. The programs are competitive and require an application and selection. If the City qualifies and was selected, plans and rates would be excellent. Other options include municipal bonds or local program (non-competitive) requiring a process with statutory limits. Debt in general is considered good or less than good. The City has only assumed good debt, such as debt that increases net worth or assists in generating income in the future. Debt not considered good decreases net worth or does not generate income, such as credit card debt or payday loans.

The disadvantage of debt is interest. Benefits of debt includes the ability to save cash flow instead of using cash for purchasing or building, ensures reserves are intact, and enables the City to buy now and pay later.

Director Niemeyer described the advantages and disadvantages of saving money versus assuming debt.

A "matching principle" is fundamentally accrual accounting documenting revenues generated or the benefit from an asset purchased or constructed matched to the corresponding expense to ensure accurate financial reporting and consistencies between accounting periods. Director Niemeyer shared an example of a fictional project of a \$30 million golf course driving range the department plans to fund by cash. In that scenario of not using a matching principle and reporting the project on a cash basis, the financials would reflect a substantial expense in the first year and no expenses for the next 29 years (assuming a 30-year useful life).

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Essentially, it would create inaccurate financials and a substantial imbalance between revenue and expenses reflecting a huge loss in one year and potentially massive profits in future years. The preference is matching revenue and expense to ensure accurate financial statements and an appropriate comparison from year-to-year, accurate profit and loss statements, and the ability to evaluate the performance of the asset. The City's accounting process spreads the cost over a period of the useful life to match revenues and expenses regardless if the transaction was cash or debt.

Bond financing is typically used for large projects. General Obligation Bonds are bonds the City issues that are not connected to a specific revenue source. Examples include maintenance and operations facilities, a new park, or a new City Hall. Revenue bonds are tied to a specific revenue source, such as a utility project, a water storage tank, or water main projects. Those projects can be financed with revenue bonds as it enables matching revenues to expenses with future users helping to pay for the project.

The Washington State Constitution guides the City on debt. For non-voted debt, the City can issue up to 1.5% of the City's assessed value or approximately \$93 million. Non-voted debt is often considered councilmatic debt as it does not require voter approval. Seeking debt above the assessed value, the Council can request a vote by City citizens to seek up to 2.5% of assessed value with special provisions for parks and open space and utilities for an additional 2.5%.

Councilmember Dahlhoff asked about any prior debt assumed by the City. Director Niemeyer replied that in 2011, the City issued debt for major work to the golf course. The debt was fully paid in 2022.

Councilmember Cathey asked whether obtaining debt essentially increases taxes. Director Niemeyer said it is dependent upon the project and how funding for a project is structured. If the City receives sufficient revenue to cover the debt payment, taxes are not increased.

Councilmember Althaus asked about the level a project should be in terms of generating revenue that would enable the City to secure a bond using the revenues to pay down the debt. Director Niemeyer replied that the City would need to demonstrate through either revenue currently collected or data and projected revenue that the project would generate sufficient revenue to pay for the bond payment. For example, it would likely be difficult for the City to substantiate that the revenue generated from a community pool would be sufficient to make the bond payment.

Councilmember Althaus asked whether there is a metric as a guide to identify bonding capacity based on revenue streams. Director Niemeyer

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replied that when the City requests funds using general obligation bonds, the bonding agency reviews the City's financials, reserves, and projected revenues as part of a due diligence review requiring several months to complete.

Councilmember Agabi asked whether the City's assessed value is based on the current or previous year. Director Niemeyer explained that each fall, the Thurston County Assessor's Office provides a new assessed value used for assessing the next year's property taxes.

Director Niemeyer displayed an example of a repayment schedule for a \$30 million loan for a term of 20 years.

The City also incurs a credit score based on a lettering system. The City received a Standards and Poor AA rating for the last bond issue. The City has a good bond rating. When the City paid off a bond in 2022, the bond rating was removed leaving the City technically with no rating. Financially, the City is doing well with appropriate reserves and strong revenue. It likely another debt issuance would generate an AA rating or possibly higher.

**THURSTON
CLIMATE
MITIGATION PLAN
IMPLEMENTATION
UPDATE:**

Coordinator Jones Wood updated the Council on actions and accomplishments included in the Thurston County Climate Mitigation Plan during 2023 and 2024 regional initiatives the Thurston Climate Mitigation Collaborative is pursuing.

Within the Buildings and Energy Sector, Tumwater completed more LED lighting retrofits at City facilities, launched an all-electric building webpage, achieved SolSmart silver designation, and began a Solar + Storage Feasibility Assessment for City Hall and Tumwater Library.

Within the Transportation and Land Use Sector, Tumwater began the Comprehensive Plan Periodic update to include a new Climate Change Element. The Transportation and Engineering Department completed preliminary engineering for traffic signal controller and detection upgrades, continued construction of the three roundabouts at Trosper Road and Capitol Boulevard, identified the right-of-way required for the X Street roundabouts, began the design of the Linwood Avenue Sidewalk project, and secured school Safe Routes grant funding for the 2nd Avenue Pedestrian and Bicycle Improvement project. The Green Team completed an internal Fleet Electrification Plan estimating the replacement of 66 vehicles with electric vehicles (EV) and creating a roadmap for fleet EV charging and gasoline consumption reduction. The information helped the City receive a grant from the Department of Commerce to fund 10 EV chargers for fleet use. The Council approved the new state Energy Code establishing requirements for EV charging, EV ready, and EV capable for any new development.

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Within the Water and Waste Sector, the City completed an Investment Grade Audit of City facilities. The audit identified \$4.5 million of efficiency retrofits and installations that could improve the City's operations and reduce emissions by 114.8 metric tons annually. Staff is requesting some funding for some of the projects in the City's next budget cycle. Efforts under the audit will assist the City in meeting the requirements of the Clean Building Performance Standards established by the state. Three different compost-related initiatives in 2023 included composting at some City events, composting at City facilities, and incorporating the purchase of compost in some capital and landscaping projects.

The City of Tumwater led efforts to improve the proposed Washington Wildland-Urban Interface Code. In 2023, the City began efforts to update three sections of City codes related to trees, which will be restarted in August as the Wildland-Urban Interface Code was clarified. The City received a grant from the Department of Nature Resources (DNR) to complete an inventory of trees on City properties. Staff continued efforts in the development of the Habitat Conservation Plan.

Progress in 2023 within the Cross-Cutting Sector included updating the City's Sustainability webpage and hosting six interns from The Evergreen State College Center for Climate Action and Sustainability.

The Thurston Climate Mitigation Collaborative is comprised of the four jurisdictions (cities of Lacey, Olympia, Tumwater, and Thurston County). Work has progressed on two regional initiatives involving the Residential Home Energy Score Model Ordinance and the Residential Energy Efficiency and Electrification Campaign. Both initiatives will be presented to the Council at the end of the year or early next year for consideration.

The Collaborative is drafting a model ordinance requiring U.S. Department of Energy home energy scores at the time of listing real estate. The home energy score is a standardized asset-based rating system for home efficiency that considers the structure of the home as opposed to occupant behavior. Similar ordinances have been adopted by many other local governments in the Pacific Northwest and across the country. The ordinance would include subsidies for low and moderate-income households to promote participation.

Step 1 of the Home Energy Score Model Ordinance is in progress with the development of a memo of policy concepts by the Thurston Climate Mitigation Collaborative staff team with recommendations for review by the Community Advisory Workgroup for feedback. The workgroup is comprised of approximately 15 community members with different lived

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experiences to provide insight and to improve recommendations moving forward.

Councilmember Cathey commented on the number of renters living in the City and the difficulty of including renters in different types of programs or landlords not conducive to the programs. She asked how staff anticipates including that segment of the housing population within the goals of the programs. Coordinator Jones Wood advised of several types of approaches, such as the website for the Green Building Registry where tenants can review the home energy score of their residential unit. However, home energy scores are not applicable to stacked multifamily or manufactured homes at this time. Efforts are planned to expand the program after the Department of Energy expands its program by adding different types of structures. At this time, renters of stacked multifamily units and manufactured homes are not included in the program, but plans are in progress to include those types of housing units.

Residential homes recently listed for sale are required to provide a home energy score to enable potential buyers to access the information on the website. However, for existing rental homes, owners are not required to obtain a home energy score for the property unless the owner lists the home for sale. It is also possible for property owners to obtain loans through the Washington State Housing Finance Corporation for special energy loans to finance some improvements in addition to the mortgage, as well as a Fannie Mae energy-related home mortgage product to help finance energy improvements identified in a home energy score audit.

The next step is stakeholder engagement with the City of Olympia contracting through competitive solicitation for a consultant to facilitate six focus groups of different stakeholders. Following the work of the Community Advisory Workgroup, the policy memo, and the focus groups on the draft model ordinance, staff will present the draft to the City Council for feedback.

The second regional initiative underway is the Residential Energy Efficiency and Electrification Campaign, a multi-pronged approach with step 1 completed of a web-based information hub at www.wa.switchison.org. The website is hosted and financed by Thurston County, City of Olympia, Pierce County, City of Tacoma, City of Seattle, and King County for the benefit of all Washington residents to obtain information on ways to electrify a home and sources of energy contractors. Additionally, the program includes an advisory support service to assist residents navigate the process of electrifying equipment in homes. The initiative will be promoting home electrification and possibly supplementing federal and utility incentives and offer turnkey installations for low to moderate-income homeowners. State funding is available for up to 150% of area median income to replace different equipment.

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Staff was recently informed that the City received an award of \$477,540 to support the program. More information will be released following the granting agency formally announcing the award later in the week.

Other climate actions progress not tied to a strategy in the Thurston Climate Mitigation Plan include:

- Supporting the Tumwater Tree Board
- Adding rechargeable battery recycling at “Clean Up Drop Off” Event
- The City’s Climate Disclosure Project (CDP) score increased from “C” to “B” in 2023
- The Tumwater Tree Board distributed 100 native plants and 50 packets of native wildflower seeds to the community during Arbor Day in 2023
- The Tumwater Green Team adopted environmental purchasing requirements for City operations

Councilmember Dahlhoff inquired as to whether any discussions have focused on shifting purchasing to carbon-neutral furniture or preferences for manufacturers and/or distributors of products to address the carbon footprint as well. Coordinator Jones Wood said that at this time, those issues have not been addressed; however, future activities would be added. Additionally the environmental purchasing policy is phased and after 2025 it was important to align product cost increases with the new budget request. Additional phasing could be explored in the future. The team is considering toxics and supporting local sources as shipping is a major component of a product's carbon footprint.

Councilmember Swarthout inquired about program resources for recycling equipment replaced with new energy efficiency equipment. Coordinator Jones Wood advised that the program currently does not offer information for recycling used appliances. Bulk waste is accepted by the Thurston County HazoHouse at the county landfill. Older appliances in working condition could be donated to Habitat for Humanity or other nonprofit organizations. It is also possible to break down appliances to recyclable parts to reduce waste. She added that she plans to explore options.

Councilmember Cathey recommended inviting the interns separately to attend a future work session to share information about their efforts in different program areas. Coordinator Jones Wood said she is attending the Center for Climate Action and Sustainability at The Evergreen State College to recap work of the interns and the different projects. The first project for the City was the completion of climate change impact-focused review of the street tree list and a separate intern project conducting

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**URBAN FORESTRY
MANAGEMENT
PLAN
IMPLEMENTATION
UPDATE:**

surveys and interviews and learning how to perform grounded theory qualitative research with the City's highest residential water volume users.

Coordinator Jones Wood updated the Council on the status of implementation actions in the Urban Forestry Management Plan.

Of all the actions scheduled in the Urban Forestry Management Plan, 80% of the actions are on track or in progress with only 20% of actions delayed mostly because of the delay in amending City urban forestry codes.

The Urban Forestry Management Plan includes five concepts with the first focusing on "Grow." Work is underway on revisions and updates to the three sections of codes for street trees, tree and vegetation protection, and landscaping. The review of updates to the codes will be reinitiated in August during a joint meeting of the Tree Board and the Planning Commission.

Staff completed an evaluation of the size and diversity of trees on City-owned properties. Multiple meetings have been held with the Tree Board and stormwater staff to address actions of creating a relationship between stormwater and the Tree Board. The first action was a joint field trip visiting potential stormwater sites for planting. The Tree Board completed an initial review of non-regulatory programs and incentives to increase the canopy. At the Arbor Day celebration this year at Historical Park, all plants were distributed before the end of the event, which is a first. Normally, plants are left over after the event.

The next concept of the Urban Forestry Management Plan is "Protect." In February, Transportation and Engineering, Water Resources and Sustainability, and Parks operations staff attended four-hour training on principles of urban forestry by DNR staff. The Tree Board reviewed non-regulatory programs and incentives to protect existing canopy.

In 2023, the City launched the Heritage Tree Story Map and completed a tree inventory of City properties to assist in identifying tree trimming needs of existing trees and priorities.

"Manage": is the next concept in the Urban Forestry Management Plan. The tree inventory includes a maintenance plan to help prioritize, schedule, and estimate the costs of tree maintenance on City properties. A Park staff member is pursuing ISA Arborist certification and three staff members in Transportation and Engineering and Water Resources and Sustainability are interested in pursuing certification as well. The City's only certified arborist retired recently from the Parks and Recreation Department.

Staff and the Tree Board distribute resources to residents and business owners on proper tree care. An element of the tree code updates includes

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a review of the approved street tree list to account for lessons learned from other jurisdictions, information from DNR, on-the-ground information from operations staff, and best available science on climate change impacts on tree species and the ability to adapt to shocks and stressors over time. Efforts continue on integrating the tree inventory data with the City's work order systems to recognize trees as natural assets of the City's asset management system. Staff estimated the value of some ecosystems services provided by City forests.

"Fund" is another concept in the Urban Forestry Management Plan with more accurate cost estimates identified for funding required to maintain trees on City properties.

Water Resources and Sustainability is working to establish the nexus between stormwater and urban forestry with new stormwater permit requirements for tree canopies to obtain some funds to support urban forestry. The City received a grant from the U.S. Forest Service to help fund a full-time urban forester beginning in 2025.

The last concept of the Urban Forestry Management Plan is "Engage." One example was during Falls Fest, the City sponsored Carbon Jenga games teaching participants a simplified carbon cycle and an opportunity to discuss roles of carbon sinks, such as forests and other ecosystems. Staff engaged volunteers to conduct the Tree Inventory and Maintenance Plan project, staff participated in Thurston Climate Action Team's tree group during the year, and the City retained Tree City U.S.A. certification for the 28th consecutive year.

Completion of the Tree Inventory and Maintenance Plan was funded by a \$40,000 grant from DNR and \$20,000 from the City's Tree Fund. The plan includes:

- Tree Inventory
 - Street Trees (existing data)
 - City-owned properties
- Analysis of Tree Inventory
- Replacement Value
- Environmental Benefits
- Pets and Pathogens
- Tree Maintenance Needs
- Tree Maintenance Cost
- Priority Planning Analysis

A consultant completed a tree inventory of all City-owned properties except the golf course. Existing street tree inventory was available from 2018 and updated to reflect tree removals. Large forested areas were

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inventoried using a sample-based approach as opposed to counting trees individually, due to funding. All other City properties had each tree assessed and inventoried. The most prevalent species of trees are Norway maple, Callery pear, and red maple. In natural areas, big leaf maple, Douglas fir, red alder, and western redcedar were the most prevalent. Maintaining diversity of both species and age is important. The City should reduce reliance on species of maple tree to promote greater resiliency.

The current replacement value of trees on City properties is approximately \$11.9 million accounting for the historical investments over time and not necessarily ecosystem service values.

Not all ecosystem services can be counted or monetized; however, by using a tool from the U.S. Forest Service called i-Tree some ecosystem services can be counted or monetized by examining specific trees, their proximity to buildings, size, and other parameters to calculate values of ecosystem services for air pollution, sequestering carbon, storing carbon, and stormwater interception, etc.

Ecosystem service values annually of inventoried trees in Tumwater include:

- 2,181 pounds of NO₂, SO₂, PM 2.5, and O₃ are intercepted (value \$5957)
- Sequesters 26.7 tons (24.4 metric tons) (value \$548)
- Contributes to the avoidance of more than 829,870 gallons of stormwater
- To date, trees stored 1,968 tons (1,785 metric tons) of CO₂ (Value \$335,667)
- Cultural Ecosystem Services = priceless

Ecosystem service values for natural area trees in Tumwater include:

- 8,733 pounds of NO₂, SO₂, PM_{2.5}, O₃ are intercepted (value \$27,898)
- Sequesters 159.4 tons (144.6 metric tons) (value \$27,182)
- To date, trees stored 4,002.7 tons (3,631.2 metric tons) (value \$685,654)
- Cultural ecosystem services = priceless

Councilmember Dahlhoff asked whether the iTree program could be demonstrated for the Council and whether it is possible to enter a specific tree to identify risk assessment and the dollar value and how those metrics can be compared. Coordinator Jones Wood explained that there are different iTree tools. One iTree tool assigns ecosystem services values to individual trees. In terms of risk, the tool does not measure risk. However, staff is working on ways to incorporate ecosystem values with decision-

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making for land use changes. Staff has initiated some conversations and plan to meet to begin discussing options in more depth to develop a process the Council and staff could pursue.

Coordinator Jones Wood reported big leaf maples provide the highest value of ecosystem services for the City's forest on City properties. Big leaf maples contribute to more atmospheric carbon removal, removal of air pollutants, avoids runoff, and provides \$18 in value per tree annually.

The project assessed a City-owned forest for susceptibility to 44 emerging and existing pests and pathogens. Approximately 95% of inventoried trees are susceptible to one of the pests or pathogens.

The consulting arborist spent an average of five minutes assessing each tree in areas where trees were counted. Based on the inventory and prevailing wage, there is approximately \$3.4 million of needed tree maintenance work on City properties. The Urban Forestry Management Plan recommends four-year maintenance cycles for urban and community forests. Of the required maintenance work, the estimated budget need is \$850,839 every year for the next four years to catch up with deferred maintenance.

Coordinator Jones Wood displayed a series of maps depicting priority-planting areas, areas for prioritized planting based on stormwater benefits, urban heat island effect, environmental health disparity data, and areas based on a number of census data points for social equity, income, and unemployment for both private and City-owned properties.

The grant from the U.S. Forest Service provides 50% of the funding for hiring a full-time urban forester for three years and provides 100% of the funding for the following:

- Installing ambient air temperature monitoring throughout the City
- Expanding and improving the City's tree giveaway program
- Conduct 25 tree health assessments each year for residents in Tumwater living in disadvantaged communities
- Street tree trimming subsidy for residents of Tumwater disadvantaged communities for properties responsible for street trees adjacent to private property

Disadvantaged communities are defined from the federal definition of EPA Inflation Reduction Act Disadvantaged Community. The City's match for all programs would be funded by 50% for the urban forester's position.

Councilmember Von Holtz cited the City's efforts on preserving the urban forest and the irony of the City's plan to remove a 400-year old tree.

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Councilmember Swarthout inquired as to the location of the information on trees on the City's website. Coordinator Jones Wood said some information on trees is located on the Community Development Department webpage and some is on the Water Resources and Sustainability Department webpage. The update of the website has been delayed pending new code changes the City plans to move forward on in August.

Coordinator Jones Wood addressed questions from the Council and offered to add the Council to the TreeKeeper program to enable access by the Council. Information is also available at the TreeKeeper website without an account; however, maintenance recommendations for each tree would not be available. Information on specific trees in the City can be obtained by the department managing the tree(s). All information on the Davis-Meeker oak has been provided to the Council. The lack of tree plantings in 2023 was because staff was identifying priority-planting areas. Some willow trees were planted as part of wetland restoration projects.

In response to an inquiry from Councilmember Cathey as to why the Davis-Meeker oak tree was not assessed as part of the most current inventory, Coordinator Jones Wood explained that the inventory did not include all City street trees as the preexisting 2018 street tree inventory data were available and grant funds were only sufficient to add to the inventory. It is likely that in the future, City interns would assist in updating the inventory. No street trees were included in the in-depth review as part of the project because of preexisting data. Trees included in the inventory for the project were located on City properties that were not street trees in the right-of-way but received assessments for maintenance needs and identification of primary defects (diseases, pests, etc.). A large Garry oak near Walmart was treated based on a recommendation by the City's contract arborist.

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

City Administrator Parks reported on the mailing of the 2023 Water Quality Report to approximately 15,000 households. The report covers the City's work in 2023 for water quality. This year the report was printed on 30% recycled paper saving approximately \$2,500 in printing costs by locating a lower-cost printer.

Activities during the summer in Tumwater include a Tumwater Youth Program Appreciation Dinner on Wednesday, May 29, 2024 from 6:30 p.m. to 8:30 p.m. at Old Town Center. The Council is invited to attend by RSVP. The Community Development Department is hosting an open house at City Hall on May 29, 2024 from 7 p.m. to 9 p.m. to share information and receive comments on the Comprehensive Plan Periodic Update on the Housing Element.

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The Parks and Recreation Department is sponsoring an event as part of the National Trails Day on June 1, 2024 from 10 a.m. to 1 p.m. at Tumwater Hill Park to include a leisurely stroll along the ¾-mile trail, sharing of information on Tumwater's and the state's trail systems, a scavenger hunt, and distributing trash bags to participants to help pick up trash. On June 8, 2024, Tumwater is hosting Dog Days from 10 a.m. to 2 p.m. at Pioneer Park.

Mayor Sullivan thanked Councilmember Von Holtz for her attendance to the Memorial Day commemoration on her behalf.

Councilmember Cathey inquired about the status of the sign near the Davis-Meeker oak tree reporting that the tree had been delisted from the City's Heritage Tree Program. City Administrator Parks responded that the sign was removed and was not intended to be a misstatement but rather a public notice that had outlived its noticing period for the Historic Preservation Commission meetings.

Councilmember Cathey inquired about future opportunities for the Council to discuss or receive an update on the Davis-Meeker oak tree that enables an opportunity for public comment. City Administrator Parks advised of the City's adherence to a legal proceeding regarding the tree. The Council will receive an update through either an executive session or another venue. The City Attorney will recommend the process for an update. Staff is discussing the possibility of a community outreach process that would include ways to commemorate and honor the history of the oak tree moving forward when the time is appropriate in lieu of current legal proceedings in process. The City promotes public comments from the community at any time. The schedule does not include any meeting or conversation about the tree outside of the legal process or the community outreach process under consideration following the conclusion of the legal proceedings. If changes occur with respect to the legal proceedings, future actions would be difficult to forecast at this time.

Councilmember Dahlhoff commented on information she received from a constituent about a joint meeting of the Tree Board, Parks and Recreation Commission, and the Historical Preservation Commission concerning the Davis-Meeker oak tree. She asked about the process for notification to the Council with respect to the joint meeting. Mayor Sullivan eventually sent an email cancelling the meeting. She assumed the meeting was cancelled because of the legal process. She asked whether the Council would receive notification of any joint meeting. City Administrator Parks said the Council discussed the joint meeting and date during a presentation at a prior work session. An email notification was sent to the Historic Preservation Commission, Tree Board, and the Parks and Recreation Commission announcing the meeting with a follow up announcing the

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
May 28, 2024 Page 14**

meeting. However, because of the legal proceeding, the announcement of the meeting did not occur. For any process moving forward, the Council will receive notification. The joint meeting was to enable an opportunity for different subject matter experts in their advisory capacity to the Council, to provide a platform for the community to provide input for evaluation by the bodies to submit any recommendation to the City Council. The Davis-Meeker oak tree is a recognized heritage tree. The City's code specifically addresses heritage trees, how trees are listed, future actions surrounding heritage trees, and an exemption for hazard trees to secure a permit for removal.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 7:56 p.m.**

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

**TUMWATER JOINT CITY COUNCIL AND PLANNING COMMISSION
MINUTES OF HYBRID MEETING
June 25, 2024 Page 1**

CONVENE: 6:00 p.m.

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

Planning Commission: Chair Elizabeth Robbins and Commissioners Grace Edwards, Terry Kirkpatrick, Brandon Staff, and Michael Tobias.

Absent: Councilmember Leatta Dahlhoff and Commissioner Anthony Varela.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Fire Chief Brian Hurley, Parks and Recreation Director Chuck Denney, Transportation and Engineering Director Brandon Hicks, Water Resources and Sustainability Director Dan Smith, Planning Manager Brad Medrud, and Housing and Land Use Planner Erika Smith-Erickson.

**2025
COMPREHENSIVE
PLAN PERIODIC
UPDATE – JOINT
WORK SESSION
DEVELOPMENT
CODE:**

Manager Medrud said the discussion will focus on the approach to Washington State required amendments to the Tumwater Municipal Code, focusing on specific housing related amendments.

The need for housing in the City is based on a 20-year forecast the City is required to accommodate as part of the 2025 Comprehensive Plan Periodic Update. The forecast identifies a need for 6,676 new housing units in the City of Tumwater and over 2,516 housing units in the urban growth area equating to more than 70% of existing housing. New requirements in state law require the City to plan and add housing units based on Area Median Income (AMI) in five income categories of: 0-30% AMI; 31%-50% AMI; 51%-80% AMP; 81%-120% AMI; and above 130% AMI. Additionally, the City must plan to accommodate a specific percentage of housing for each category of AMI based on Thurston Regional Planning Council's housing allocation for the City.

Tumwater's zoning, regulations, permit procedures, and fees directly influence the location, intensity, and type of use that can be built guided in part by the State Growth Management Act requirements, permit, procedures, and infrastructure that facilitates housing development.

Development regulations are legal tools that translate the goals and policies of the Comprehensive Plan into zoning, land division, and environment regulations. Based on the Citywide Future Land Use Map, the City's Zoning Map establishes the location and boundaries of the zoning districts that allow specific uses and intensities. The agenda packet includes a copy of the Zoning Map.

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MINUTES OF HYBRID MEETING
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Questions to consider during the update include ways to simplify code language to enable the development of more housing and any specific concerns that should be addressed in addition to the new requirements.

Manager Medrud said the discussion will focus on specific housing-related amendments for middle housing, accessory dwelling units (ADUs), co-housing and other residential ownership types, use of existing buildings for housing, and other housing items.

Planner Smith-Erickson explained that middle housing is a range of housing from detached single-family homes to large multifamily complexes. The types of housing units are duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, and cottage housing. The intent of recent legislation (House Bill 1110) is to increase middle housing in areas traditionally dedicated to single-family detached housing. New requirements allow two units per lot in residential zones and at least four units per lot in residential zones if one of the units is dedicated as affordable housing. As an alternative, it is possible to meet density requirements on 75% of City lots that are primarily dedicated to single-family. Staff is reviewing guidance on the alternative. Other state requirements for ADUs, parking, and transit availability are broader than the legislation. Meeting the two ADUs per lot requirements may address some of those requirements. Other requirements include allowing at least six of the nine types of middle housing in residential zones and allowing zero lot line short plats.

Manager Medrud added that the City's obligation to allow for two dwelling units per lot also requires no minimum lot size, which means that any lot that currently exists in the City or developed as part of a subdivision above 1,000 square feet could have two single-family houses, a duplex, a single-family house, or an ADU and meet the requirement in any residentially zoned area. Secondly, six of the nine middle housing types provide a variety of housing types. If one of the units is affordable (up to 50 years 80% or under AMI) it is possible to have four units of the six middle housing types. The City's zoning is based on density by acre not by lot.

Planner Smith-Erickson noted some residential zones have lower densities with some zoning designations that only allow one single-family residence on one lot.

Councilmember Cathey asked whether considerations of the new requirements relate to the neighborhood in terms of size or people living immediately next door or within the shade of a multi story building. Her concern is that the new requirements will change the character of neighborhoods and she is hopeful the Council will discuss how the changes could affect existing housing. She also is not a fan of zero lot lines as it can create some difficult circumstances for people. Manager Medrud responded

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that the City is able to consider compatibility of design between different housing types and the existing neighborhoods with some constraints in design guidelines. Staff is exploring the degree of flexibility the City may have to address design conflicts. He is also unsure as to how to solve the concerns regarding zero lot lines given the new state requirements. Staff anticipates there may be some examples from other jurisdictions in central Puget Sound demonstrating how those issues were resolved.

Chair Robbins asked to what degree all future development has to adhere to the new requirements to achieve meeting housing unit goals. Manager Medrud said a developer can propose a project that is less but not beyond the maximum. Developers could construct two units per lot, but it would not be required. It is the developer's option to determine how to meet any regulations.

Chair Robbins commented that in order to meet City housing goals, it might be incumbent upon the City to determine ways to incentivize development of middle housing in many areas of the City.

Planner Smith-Erickson reported that under the new requirements, the City is required to address the following factors for middle housing:

- Limit design review for middle housing to standards that apply to single-family houses
- Limit parking requirements for middle housing to one parking space on lots less than 6,000 square feet and two spaces on lots greater than 6,000 square feet
- The Department of Commerce approval of 'substantially similar' plans and regulations to those required in this bill
- The Department of Commerce can grant timeline extension if it will result in displacement or overburdened infrastructure
- The Capital Facilities Plan update can also be delayed by the City if an extension is granted
- Common Interest Communities (e.g., condominium or homeowners' associations) cannot prohibit implementation

Manager Medrud added that staff is currently reviewing Department of Commerce issued guidance and some requirements and how they could be addressed. Some requirements are unclear and will necessitate another review by the Council and the Planning Commission.

Planner Smith-Erickson shared a graphic of a palette of middle housing types both at the house-scale level and at the block-scale level. The graphic was shared with the public during the first public housing open house and the City's Juneteenth event. The graphic of different types of middle housing assisted the community in providing feedback and opinions as to

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which types of housing would be a good fit within the City. The state is requiring cities to allow six of the nine middle housing types. The palette includes examples of 10 cottage housing types and examples of five and sixplexes. Community feedback on fiveplexes and sixplexes was a desire for families to provide generational wealth for future generations. Many would like the option of purchasing multiple units to enable people to age in place with family. Other housing types are standard duplexes and townhouses with individual units sharing a common wall, similar to condominiums. The community was not as supportive of triplexes or fourplexes or units that are stacked, as well as courtyard apartments.

Manager Medrud said staff continues to collect information from the online housing survey.

Planner Smith-Erickson reported good public feedback has been received on how code language could be simplified for middle housing.

Commissioner Tobias mentioned the conversion of homes into apartments. He cited an example of a stock of houses built in the 1890s in north Tacoma that have been converted from large homes to apartment housing. He asked whether the conversion of a large house into multiple housing units would be considered middle housing. Manager Medrud explained that if each unit has a kitchen and bath facilities, it is likely the units would be considered middle housing; however, if those facilities are shared, it would fall under the shared housing model, as most rooming houses and shared housing are typically located in higher density areas. Staff would need to consider how those uses could be available in the City and whether the City wants to include the use. It is possible to convert to individual housing units based on the number of units allowed in the zoning district but it likely would be considered on a case-by-case basis.

Planner Smith-Erickson shared a photograph of an accessory dwelling unit (ADU) next to a single-family residence and asked for feedback on the comparison of the photo compared to new, smaller ADUs. The photo depicted an ADU that was contemporary with new design and bright colors compared to the existing residence. ADUs are included in the update of the Development Code. The intent of HB 1337 is to expand housing options by erasing barriers for the construction and use of ADUs. Cities are to ensure ADU development regulations address state requirements:

- Allow two ADUs per lot – The current code limits ADUs to one per lot with a single-family structure
- Maximum size of ADUs may be no less than 1,000 square feet – The current code limits ADUs to 800 square feet in size
- No development or design standards for ADUs can be more restrictive than on the principal home – The current code limits the design of an ADU to maintain the design of the main building

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- Must allow conversion of existing building to an ADU even if nonconforming – The current code does not allow this option
- Impact fees for ADUs may not be greater than 50% of single-family homes – Current impact fees meet the requirement

Planner Smith-Erickson shared a photograph of a single-family dwelling unit with an ADU located off W Street. Current regulations allow one ADU and off-street parking requirements could apply. The ADU would be limited to 800 square feet in size and must resemble the current residence. She shared an illustration of the same property with two ADUs on the lot. Current regulations require lot coverage limits of 60%, which is approximately 6,543 square feet. Factors to consider include ADU ownership, impervious surface, entrances, setbacks, utility connections, parking, Tree & Vegetation Code, smaller lots, and permitting & recording.

Councilmember Cathey inquired as to any requirements for tree retention of lots similar in size as depicted in the example. Manager Medrud advised that tree retention will be a discussion topic in terms of how new state requirements align with other City requirements. Tree retention is just one component along with open space requirements, impervious surface requirements, and other requirements that will require discussion and consideration because the City cannot prohibit the development of two ADUs on one lot. He added that the City has the option of making different choices with the understanding that the state has established a baseline of what must be allowed; however, the process will entail how the City can meet the state requirements while also meeting other City goals deemed important.

Councilmember Jefferson said she supports the ADU concept because it would have an immediate impact on housing supply. She asked whether an ADU could include tiny homes. Manager Medrud responded that the question pertains to building code requirements. A tiny house on a trailer would likely not be allowed because of foundation requirements for structures. The house size is governed by the building code, which has been revised to enable smaller units for habitation.

Planner Smith-Erickson shared that prior to the housing open house, staff met with some stakeholders comprised of developers and other industry interests. Developers addressed the cost of building an ADU. They advocated for the allowance of prefabricated units to reduce costs and meet supply and demand for ADUs. Some developers indicated the cost to build an ADU is equal to building a single-family dwelling to meet building code, heating, and energy requirements.

Councilmember Swarthout asked whether current regulations allow prefabricated units. Manager Medrud said the current code for manufactured housing would need to be revised, as there are some

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minimum size requirements that do not meet state law. Stick built ADUs require delivery of construction materials to a backyard. A prefabricated unit could be lifted and placed on site, increasing both efficiency and saving time and money.

Chair Robbins inquired as to whether a two-story addition to an existing single-family dwelling unit would be considered an ADU. Manager Medrud said ADUs can include a basement, a converted garage, a floor within an existing house, a separate stand-alone two-story ADU, or an addition to a single-family house.

Planner Smith-Erickson reviewed how other jurisdictions are addressing the new ADU requirements:

- Fircrest – Off-street parking not required for ADUs unless the planning director determines there is insufficient on-street parking to satisfy parking demand
- Kenmore – No additional off-street parking spaces required for an ADU
- Sumner – ADUs created via garage conversion not required to have off-street parking if there is available on-street parking and the unit is located within half a mile of the Sumner transit station
- Kirkland – Off-street parking for one ADU not required, for lots with more than one ADU, one space is required, with exceptions (available street parking within 600 feet or property is located within 1/2 mile of frequent transit service)

Planner Smith-Erickson posed two questions for members to consider:

1. How can the code language be simplified to allow more co-living housing to be built?
2. What concerns should be addressed?

Chair Robbins offered that the question likely is not for the simplification but rather publicizing the information to the community through an awareness campaign as to what is possible for the community.

Manager Medrud advised of staff's engagement with the City of Lacey and other jurisdictions to revise ADU pre-approved building plans. An important part of that process is the education component. Other discussions pointed out the importance of reaching out to local banks and lenders about specific loan structures for different housing types. As part of the education and outreach component, many of those topics will be included.

Councilmember Althausen advocated for the process to address parking requirements in the spirit of promoting missing middle housing and ADUs. Parking is often a major impediment to achieving more ADUs in the City.

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Commissioner Tobias asked about practical measures to prevent someone from purchasing a shed and advertising the shed as an ADU available for rent. Manager Medrud said the shed would need to meet the requirements of the building code. In those instances where someone is advertising a shed as an ADU, the City's code enforcement would apply. The structure must be habitable with a minimum of life, health, and safety requirements in addition to being subject to the building code.

Commissioner Kirkpatrick commented on circumstances where ADUs can be sold with the renter unable to purchase the ADU resulting in someone owning multiple ADUs and leasing them. Manager Medrud said the City lacks the authority to regulate those circumstances as ownership cannot be regulated. In some circumstances, an arrangement would be necessary for access and use similar to condominium ownership.

Councilmember Cathey commented on the issue of parking and concerns surrounding parking requiring further exploration and discussion.

Planner Smith-Erickson noted that the City has more flexibility to tailor the update specific to the City. The City lacks transit services similar to what is offered in the City of Seattle where less off-street parking is not such an issue.

Chair Robbins asked about other jurisdictions in the state or in other areas that have had similar developments that have been completed over time to assist the City. Manager Medrud said staff is anticipating central Puget Sound jurisdictions will be able to provide some examples.

Manager Medrud briefed members on co-living housing defined as sleeping units that are independently rented and provide living and sleeping space and residents share kitchen facilities with residents of other units in the building. The City is required to increase the supply and affordability of residential units for people with incomes 50% of the AMI. One option is the introduction of rooming houses. The City currently allows the use in several residential zoning districts. In Seattle, rooming houses include separate bedrooms with shared kitchen facilities, living areas, and shared bathrooms. An existing house is an example of a rooming house as well as new developments.

For future discussion, the City may not require co-living housing to:

- Contain room dimensional standards larger than that required by the State Building Code, including dwelling unit size, sleeping unit size, room area, and habitable space
- Provide a mix of unit sizes or number of bedrooms or include other uses
- Have off-street parking within 1/2-mile walking distance of a major

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transit stop

- Provide more than 0.25 off-street parking spaces per sleeping unit
- Meet any standards that are more restrictive than those that are required for other types of residential uses in the same zone
- Treat a sleeping unit in co-living housing as more than 0.25 of a dwelling unit when calculating dwelling unit density or fees for permitting and utility connections
- Exclude co-living housing from participating in affordable housing incentives

Use of existing buildings for housing is applicable to the City primarily for office buildings for reuse. The City has received some proposals for some empty state offices for conversion to residential uses.

Use of existing buildings must address the following:

- In zone districts that allow multifamily residential, allows internal units up to 50% of maximum zoning density
- Does not require more parking for internal units
- Does not impose permitting or development standards beyond those that apply to all residential uses in that zone district
- Makes design standards not applicable to residential conversions in existing buildings
- Allows residential units in all areas of buildings except defined ground floor retail on 'major pedestrian corridors' For creation of units within an existing building, the following is not allowed:
 - Require unchanged units meet new energy code
 - Deny building permit due to existing nonconformities
 - Require a transportation concurrency study or environmental study

Manager Medrud shared several photographic examples of local conversions of commercial properties to housing.

Manager Medrud outlined other areas of new legislation for future discussion as part of the update. The new housing parking requirement is tied to the distance to existing transit service. The City currently has two main transit lines running north/south along Littlerock Road and Capitol Boulevard. Recent legislation also added religious sponsored housing which allows an increased density bonus for affordable housing development (either single-family or multifamily) on property owned or controlled by a religious organization, provided certain conditions are met. Recent legislation also limits City requirements on outdoor encampments, safe parking efforts, indoor overnight shelters, and temporary small houses on property owned or controlled by a religious organization.

Ongoing community engagement during the update includes hybrid open

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houses and community conversations featuring an in-person Land Use and Development Code Community Open House on October 2, 2024, at 7 p.m. with a separate online component starting the day of the open house and active for two weeks.

Phase I Community Engagement during 2024-2025 includes a community survey, open houses, coffee talks, social media, and other outreach actions. Phase II Plan Development will focus on Planning Commission and City Council meetings during 2024. Phase III Plan Adoption in 2025 includes Planning Commission briefings, work sessions, and public hearing(s) and City Council briefings, work sessions, and consideration. All information, such as staff reports, presentations, survey results, and other information is posted on the City's website.

Councilmember Cathey complimented staff for emphasizing within the webpage how the update not only includes expansion of housing units in Tumwater but also respect for nature as the City grows.

Councilmember Jefferson thanked staff and the Planning Commission for their service. Each month Commissioners meet and work on the update of the Comprehensive Plan. Some conversations have occurred about stipends for Commissioners similar to how Olympia compensates its boards and commissions. Although she believes stipends were not included in the budget, the issue is worthy of a discussion with the Mayor.

MAYOR/CITY
ADMINISTRATOR'S
REPORT:

City Administrator Parks reported the Capitol Boulevard/Trospen Road project is close to completion. Communications staff and Transportation staff are planning a ribbon cutting ceremony on Wednesday, July 24, 2024 from 1 p.m. to 2 p.m. at the southwest corner of Capitol Boulevard/Trospen Road near the former Thai restaurant. The program includes a welcome and remarks by Mayor Sullivan and Pete Kmet with a ribbon cutting following with Mayor Sullivan, Councilmembers, management team, some project staff, John Doan, Pete Kmet, Jay Eaton, and the funding agencies.

City Administrator Parks referred to the South Pacific restaurant fire. Information on the fire was posted on the City's social media platforms. The initial fire call was on Sunday, June 23, 2024 at approximately 2 p.m. reporting a small fire on the deck of the restaurant. The fire was extinguished quickly with crews returning to the stations but called out 20 minutes later at 3:30 p.m. to a much larger fire spreading rapidly on the same side of the building. It took approximately three hours for fire crews to control the fire. Fire crews were on site for most of the night handling hotspots. Roads near the restaurant were closed and reopened Monday morning. Mutual aid was provided by the Olympia Fire Department, Lacey Fire District 3, and the McLane Black Lake Fire District. In addition to Tumwater Fire Department personnel, The City's Water Resources staff, Transportation staff, and the Police Department were on site as well

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providing a coordinated response with Communications staff working closely with the fire department during the event. No injuries or deaths occurred.

Mayor Sullivan added that a Facebook post included video of potential suspect(s) published by the Tumwater Police Department.

City Administrator Parks advised that Building and Fire Safety Official Al Christensen has posted the site as unsafe and hazardous. The property owner has installed fencing around the site. The City will be working with the property owner on next steps as the building needs to be demolished.

Council participation in the 4th of July Parade requires a waiver by each Councilmember to participate. One waiver has been received to date. Councilmembers Von Holtz and Swarthout indicated they both plan to participate and encountered some difficulty in signing the waiver electronically.

City Administrator Parks advised that the July meeting agendas are full and will require lengthy meetings. One transportation proposal will be presented for the first time with a request to approve primarily because the Public Works Committee meetings conflicted with the Association of Washington Cities (AWC) conference and the July 4th holiday. She encouraged the Council to review the staff report for the requests and contact staff with any questions or concerns.

The City hired Jason Wettstein as the Communications Manager scheduled to begin with the City on July 8, 2024. His education includes a bachelor's degree in Communication from PLU. He has worked in communications, public affairs, and media relations for state agencies and non-profit educational and cultural services organizations. Recently, he was the Communications Director for the Washington Department of Children, Youth and Families and previously served in a similar position with the Washington Department of Fish and Wildlife, as well as serving as the Communication Relations Manager at The Evergreen State College.

In terms of interim public safety measures for the Davis-Meeker oak tree, the City continues to work on strategy for securing the services of a qualified arborist to complete a second level tree risk assessment. More information will be available at the next meeting. Transportation and Engineering has developed a memorandum that speaks to potential interim measures to address public safety concerns. The current recommendation is implementation of a temporary speed reduction near the tree and adding night lighting. The current speed limit is 40 MPH. Provisions in state statute dictate that as long as the change in speed limit is limited to 10 MPH, the City can change the speed limit without the necessity of Council action. The proposal is to reduce the speed limit in the vicinity of the tree to

**TUMWATER JOINT CITY COUNCIL AND PLANNING COMMISSION
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30 MPH.

Mayor Sullivan conveyed appreciation to Councilmembers who attended the AWC conference.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 7:12 p.m.**

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

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

CONVENE: 7:00 p.m.

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

Excused: Councilmember Leatta Dahlhoff.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Fire Chief Brian Hurley, Parks and Recreation Director Chuck Denney, Community Development Director Michael Matlock, Water Resources and Sustainability Director Dan Smith, Planning Manager Brad Medrud,, Sustainability Coordinator Alyssa Jones Wood and City Clerk Melody Valiant.

SPECIAL ITEMS:

**TUMHOPES:
REINTRODUCTION TO
COMMUNITY
PARTNERS:**

Courtney Fuller, Coalition Coordinator said she serves as the Coalition Coordinator for two prevention coalitions in Thurston County. She joined Tumwater HOPES (Healthy Opportunities for Prevention, Empowerment, and Success) and Bucoda/Tenino Healthy Action Team in January 2024. The community-based coalitions use community-based strategies to determine root social and emotional factors that predict problem behaviors and believes a comprehensive, collaborative approach involving youth, parents, educators, and other caring adults is best for solving the problems facing youth today for prevention, misuse, and abuse of drugs, alcohol, and nicotine. She is employed with Education Service District (ESD) 113, which is funded by the Community Prevention Wellness Initiative (CPWI) under the Health Care Authority. In 2011, the Health Care Authority initiated efforts to form the CPWI because of the need and a readiness to address alcohol, tobacco, and drug (ATD) prevention. Some surveys were conducted in 2011, which identified some communities in the state were willing to receive some help in prevention. Subsequently, Cohort 1 was initiated in 2011 in Bucoda and Tenino.

CPWI began providing substance abuse prevention services and strategies through local coalitions in high need communities. Between 2001 and 2016, Cohort 1 outcomes reflected a substantial decrease in both family and community risk factors and in alcohol binge drinking, tobacco, and other drug use. Since 2011, funding has been provided to the coalitions.

Currently, coalitions are active in 100 communities in the state in nine service districts.

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Student assistance professionals are in schools working with youth who may need assistance for counseling or referral services. Other professionals working with 10- to 14-year old youths also work outside the schools.

The coalition is a data-driven organization sponsoring community surveys and the Healthy Youth Survey. The coalition analyzes data and identifies gaps in the community and available resources to help fill the gaps. The information supports planning efforts and implements actions. Data are analyzed for gaps, decreases in numbers, and areas requiring more assistance. The information is presented to the coalition and the community to receive feedback on desired actions to help youth.

Both coalitions are similar in their work. Under the ESD, a third coalition is located in Elma. Three coalitions are under the umbrella of ESD 13 with the intent to combine all coalition efforts to saturate the community with resources, identify policies, future laws, and necessary steps for moving forward to continue to improve outcomes.

The coalitions established seven goals and objectives focused on increasing community readiness, decreasing laws and norms favorable to alcohol, tobacco, and nicotine use, educating the public on alcohol, tobacco, drugs, and brain chemistry, decrease the initiation of use, decrease availability, decrease favorable attitudes towards alcohol, tobacco, and drugs, increase bonding skills, and increase family healthy beliefs and attitudes. The coalition works with 12 different sectors of the community and strives to build relationships with more community partners. All coalitions work closely with school districts. Current activities include launching several campaigns during the year focused on good behaviors, medicine take back, and participating in school resource fairs.

Councilmember Althausen inquired about the timing for releasing new data. Ms. Fuller advised that the coalition received Healthy Youth Survey data and is in the process of analyzing the data in addition to other sources of data. Data should be available by September to disseminate to the community. An initial review of data reflects a decrease in alcohol, nicotine, and drug use by youths across the state. Numbers began decreasing following the pandemic and it is likely some youths did not complete the survey; however, the trend continues to reflect a reduction.

**DAVIS MEEKER
GARRY OAK TREE
RFQ BRIEFING:**

City Administrator Parks updated the Council on the status of efforts surrounding the Davis-Meeker Garry oak tree since the Council's June 4, 2024 meeting.

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On June 4, 2024, Mayor Sullivan responded to both the Council's concerns and community concerns expressing support for the Davis-Meeker oak tree. Mayor Sullivan agreed to pursue a second level-3 tree risk assessment. Since then, staff researched the best approach and although the City is not required to issue a Request for Qualifications (RFQ) because the project does meet the cost threshold, research determined a RFQ process would be the best approach.

Research included outreach to two cities with urban forestry management programs. City Administrator Parks contacted the City of Olympia and the City of Seattle. She contacted Jason Johns, Urban Forestry Management Program Director for the City of Olympia and Darin Morgan, Seattle Department of Transportation Urban Forestry Management Program Lead with a request for examples of RFQs. As tree risk assessments do not exceed the dollar threshold for competitive bidding, no examples were available but each city responded to questions about the appropriate minimum qualifications for a consulting arborist to perform the work and the minimum components an assessment should include to produce a high level risk assessment. With that information, staff drafted a RFQ for the Council's review.

Professional requirements the City is seeking include an International Society of Arboriculture (ISA) Board Certified Master Arborist (highest level of certification offered by ISA), which requires applicants to pass an extensive scenario-based exam and obligates those who achieve the certification to abide by a code of ethics in ensuring the quality of their work. Applicants are required to be an ISA-certified arborist in good standing and must have measurable experience, formal education, and related credentials or some professional experience. The RFQ requires candidates to be tree-risk assessment qualified (a training course offered to demonstrate professional knowledge and tree risk assessment processes). The RFQ requires the candidate to be experienced in performing level 3 tree risk assessments using the standards outlined in a specific tree care standards document approved by the American National Standards Institute. The candidate should also be experienced in high value risk management assessments and experienced with modern tree assessment techniques (sonic tomography, aerial inspection, evaluation of high stems and branches, and various decay testing methodologies). Additionally, the American Society of Consulting Arborists sponsors a program for registered consulting arborists. The City's consultant is required to be a registered consulting arborist practicing within 250 miles of the City. The organization provided 55 names of registered consulting arborists. The City plans to send the RFQ to those individuals.

City Administrator Parks described the scope of work for the consulting arborist. The timeline for the RFQ includes issuance on July 3, 2024 to

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the list of 55 individuals via email for submittal of qualifications by July 18, 2024. On July 19, 2024 a list of candidates will be selected for interviews scheduled on July 23, 2024 with selection by July 24, 2024. The tree assessment is scheduled to commence on August 1, 2024.

City Administrator Parks invited feedback on the RFQ to incorporate any changes before releasing the RFQ.

Councilmember Von Holtz asked whether the City's contacts also included other cities that have updated policies to protect heritage trees. Additionally, she requested revising or deleting the last sentence in Section 1 of the RFQ because the language appears to reflect the City's original decision and may result in the consulting arborist leaning towards that option. As the City has experienced some loss of trust by the community, it is important to either revise or remove the sentence.

City Administrator Parks advised that she did not contact other jurisdictions. The City of Bellingham was referenced because of its tree code. Bellingham's legacy tree code is similar to the City's heritage tree program. The purpose of the contact to the arborists was to obtain information about tree risk assessments rather than information on code provisions.

Councilmember Althausen noted that some concerns addressed by the public last month were limitations of sonic tomography in terms of technology compared to other technologies for analyzing the tree. Other methods are available for measuring decay further up the trunk. The language in the RFQ speaks specifically to sonic tomography; however, it also enables other inspection methods. Although he supports the use of sonic tomography, he would like to ensure a comprehensive assessment that includes other methods as previously described.

City Administrator Parks affirmed all options would be considered. Sonic tomography is the attachment of electrodes to the exterior of the tree. The technology is advanced. During the initial assessment only one location was assessed by sonic tomography at the base of the tree. It is possible to assess the tree using sonic tomography along the main stem and branches. The RFQ focuses on arborists who can perform advanced methodologies with no recommendations or direction by the City. The request is for the arborist to recommend how to complete the most thorough level 3 assessment possible.

Councilmember Cathey asked whether the candidates are being asked to utilize any of the previous assessments or consider comments by local arborists. City Administrator Parks responded that the purpose for contacting other urban forestry program managers was to gain an

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understanding of the best approach to contract with a neutral third party consultant to perform the work, which speaks to why the City is contacting registered consulting arborists and added some requirements in the RFQ.

Councilmember Cathey commented that the City previously contacted the City of Olympia. At that time, the urban forester weighed in favor of the City's course of action. The issue is whether anyone else who offered an opinion or was involved in previous work or provided comments would be considered when choosing the consultant. City Administrator Parks explained that the outreach to the two urban foresters was because they serve as urban forestry program managers. The intent was to seek a recommendation on the types of qualifications that would be appropriate to complete a level 3 assessment. The contacts did not speak to a review of the report or how the assessment should be completed. Mr. Johns advised that blind peer review of work is not uncommon in arboriculture; however, the review must return to the earlier work and reconcile any contradictions with earlier findings. The City is hiring the individual based on qualifications and will defer to the professional to determine the process of identifying for the City how best to accomplish the level 3 assessment. It could entail the consultant reviewing Mr. McFarland's report, the email from Jason Johns, or the testimony of Mr. Brower and Ray Gleason. The consultant will decide how to complete the work in the manner in which they are credentialed to complete. The City is not establishing the conditions, rather the City will identify what the report needs to address and through the process of interviewing, the candidates will ask how they intend to accomplish the work.

Councilmember Cathey asked how the consultant will access all the information and reports completed previously to include information about the concerns of some Councilmembers and the public. City Administrator Parks advised that any request for information by the consultant would be provided. Typically, the process includes an initial meeting with the consultant to review the project, identify previous efforts, and responds to data requests from the consultant.

Councilmember Cathey mentioned that often, urban foresters are not involved in heritage trees or legacy forest trees. She expressed regret that staff did not contact the City of Bellingham or other jurisdictions. King County completed a process expending time and energy to produce a tree ordinance. As the process proceeds, she recommended consideration for contacting other cities that have completed guidelines because it speaks to the importance of the Council to consider the City's tree ordinances.

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City Administrator Parks noted that both the City of Olympia and the City of Seattle urban forest management programs address heritage trees within the context of their urban forestry management program.

Mayor Sullivan confirmed the requests to incorporate revisions in the RFQ prior to releasing the RFQ.

PUBLIC COMMENT:

Beowulf Brower, resident of Olympia, thanked those for the behind-the-scene efforts to afford a second opinion on the Meeker oak tree. He reviewed the RFQ and believes it is fundamentally sound especially as it pertains to qualifications. This is especially true since the City's arborist does not currently possess a tree risk assessment qualification. He suggested including the Tree Board and the Historic Preservation Commission in the decision-making process. The City is fortunate to have those boards and it would behoove the Council to utilize those bodies because of their many years of combined experience to decide on the selection of an arborist and to interpret the consultant's report. He supports comments by the Council because the City needs an update and strengthening of its tree protection ordinances. Doing so preemptively would have saved a great deal of work. However, it is never too late to start. He is also glad the Council listened to the public and several public agencies as it reflects some hope in government, especially given current events.

Sue Sikora, 20103 Harrison Avenue, Olympia, commented that the topic has been challenging and she is appreciative of preserving the Davis-Meeker Oak tree and including it on the meeting agenda. She thanked the Council for giving the tree a second chance to be preserved and for listening to public voices in favor of preservation. On behalf of the group, Save the Davis-Meeker Garry Oak Tree, she advised of a petition with over 1,700 signatures of support. More signatures of support continue to be received daily. The petition will be emailed to the Council. All petitioners support preserving the historical tree in a way that is safe for everyone. She thanked the Council for continuing the discussion and offered the assistance of the group to support of the process because there are many dedicated volunteers with many talents who are willing to help figure out a way to preserve the precious historical landmark tree. It is also important that the assessment include a statement indicative of whether the tree is capable of saving and preserving to ensure the assessment is clear.

Shannon Duncan, resident of Tumwater, said she is a volunteer with the Save the Davis-Meeker Garry Oak (SDMGO) group. She thanked the Council for working so hard and listening to the group. Many volunteers have joined quickly to save the tree that means different things to different people. As a resident for many years in the beautiful City of Tumwater, she has noticed changes in the City over the last three

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years with many friends and family noticing similar changes. Many public land use signs are posted throughout the City. Although understanding progress in cities is necessary, the City has progressed too much in the last three years and has eliminated much protected land. A small bear recently went through her neighborhood looking for food because its habitat is being destroyed. She thanked everyone who is participating in the group and is appreciative of the Council for listening to the concerns.

Riley Glore said he is a resident of Olympia and a tenant at the airport and drives by the tree each day. He thanked the Council and the Mayor for their reconsideration of the situation as it speaks to an important decision. One issue not addressed is those who are soliciting money to help the tree. Originally, the intent was to raise funds to hire lawyers. However, hiring lawyers is a crazy step as funds could be used to preserve the tree if the determination is to retain the tree. Private funding might be available to assist the City to preserve and maintain the tree.

Pamela Hansen, PO Box 14521, Tumwater, spoke to several issues. She complimented Ms. Fuller for the excellent presentation on Tumwater HOPES. Many years ago she considered forming *Innocent Command* to help young people develop the skill sets they would need if they were raised within a drug environment. She is impressed by the efforts of Tumwater HOPES. She echoed many of the comments regarding the Davis-Meeker oak tree and referred to the Service Provider Agreement with Barker Rinker Seacat Architecture for the community center design for consideration by the Council. After reading an initial report about the community center by *The Jolt*, she realizes there was similar plan previously completed. Unless something has changed significantly, she sees no reason to spend almost a quarter million dollars on a contract to study the proposal again especially because the City has no designated land and no plan. The proposal appears to be a repetitive effort. She suggested the proposal could fall under the False Claims Act. Whether or not it would fall within the parameter of the False Claims Act, she is hopeful the Council reconsiders moving forward with the proposal.

Dave Nicandri, resident of Tumwater, commented that it is the week of the 4th of July and he would like to celebrate several achievements. The first is issuance of an RFQ to study the oak tree, as he did not anticipate the proposal would be under consideration by the Council. Secondly, the City, the Council, and City staff should be congratulated for completing the successful Trosper Road roundabout project. The project took time with much tribulation, but the roundabout is not only efficient, it is fun to drive. Ditto to the new road constructed to the golf course and valley. The new road is also fun to drive and more efficient

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saving him 8/10^{ths} of a mile each day. The City is lucky to work with that specific set of developers as the area represents a stunning development and reverses a nearly century-old grievous wound to the City caused by the creation of the freeway. The City is creating a new City center care and it is fabulous to witness the development. He acknowledged and thanked the City for installing the historic Old Highway 99 signs at the City entrances both north and south and on both sides of the historic bridge. The signs were installed in time to call attention to the corridor's most pronounced landmark, the Davis-Meeker oak tree by the airport. Finally, he is wearing his initiative 2066 pin in support of stopping the ban on natural gas. The issue will be decided by a vote of the people and eliminates the need for him to complain to the Council each meeting about building codes. The issue will be decided by the voters, much like voters did a few years ago for fireworks. During the week of the July 4th holiday, the City is celebrating with a parade and fireworks. He wished everyone a good holiday.

Jacob Hoffer complained that an Olympia Police Officer stole his *Original Sin* protest sign and pointed at him while accusing him of being in cahoots with high mind cultists. His back was against a wall as the officer aggressed with his nose touching his finger. The Bill of Rights is very clear as no one is entitled to people's minds. He is always guilty until proven innocent. More recently his efforts have focused on his handler for social media at telepathyconspiracy on YouTube showcasing his source code where his thoughts are more fully explained. He questioned what he could do if police are targeting him, as they are never honest.

Ronda Larson Kramer, 1814 Eastside Street, Olympia, explained that she learned that the test the City's arborist performed on the oak tree was a mallet test comprised of pounding on the base of the tree and listening at the base within an area of noisy traffic. That method is not sonic tomography. Sonic tomography was completed by Tree Solutions at the base of the tree only. The group, Save the Davis-Meeker Garry Oak, is requesting the use of sonic tomography throughout the entire canopy of the tree. The test is advanced technology versus a mallet. After testing, it is possible to identify areas of potential cavities and decay by using resistograph, a more invasive testing tool using a small drill to identify the internal structure. The group's website is at www.davis-meeker-oak.org. The group is participating in the City's 4th of July parade. She encouraged the community to participate.

Michelle Peterson, resident of Tumwater, cited the intent of the petition for saving the Davis-Meeker oak tree: "Please preserve the Davis Meeker Oak Tree for future generations, as well as making it safe to stay where it is without threat to public safety. This famous and

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beloved tree is an irreplaceable piece of our heritage cherished by the citizens of Tumwater, visitors, native tribes, and people of surrounding areas using this main transportation route.” She is pleased to discuss future steps rather than commemoration of the tree.

Skip McConkle, resident of Tumwater, said his family had cut trees down for firewood for their home on Troser Road. He donated the property with trees larger than the oak tree that had to be removed. He does not believe the tree should be removed but rather it should be groomed. He cited a natural magazine that promotes grooming and maintenance of trees in various articles. Oak trees are typically hollow and more so as they age. The tree and the ground belong to the people of Tumwater. According to the articles, the tree should be irrigated and fertilized. He was able to stop the addition of fluoride to drinking water through a petition drive in Olympia and advocated for pursuing a petition drive to save the tree.

- CONSENT CALENDAR:**
- a. Approval of Minutes: Council Work Session June 11, 202
 - b. Payment of Vouchers
 - c. Intergovernmental EMS Contract Funding Amendment No. 2 – SWAT Medic
 - d. Golf Course Stormwater Retrofit Grant Agreement with Department of Ecology Amendment 1
 - e. Reappointment of David Bills, Brian Reynolds and Satpal Sohal to the Lodging Tax Advisory Committee

MOTION: **Councilmember Althaus moved, seconded by Councilmember Swarthout, to approve the consent calendar as published. A voice vote approved the motion unanimously.**

Mayor Sullivan reviewed the items approved on the consent calendar.

**COUNCIL
CONSIDERATIONS:**

**PIONEER PARK EV
CHARGER CAPITAL
AGREEMENT WITH
DEPARTMENT OF
COMMERCE:**

Coordinator Jones Wood reported the City received a grant from the Department of Commerce to deploy and purchase an ADA-accessible off-grid solar-powered, battery backed-up EV charger with two, Level-2 ports. The project is a pilot to test the effectiveness of the charger and solar unit. The option is helpful in locations where existing electrical service is unavailable or the city prefers not to trench through the ground in places like athletic fields.

The scope of work includes a pre-deployment community meeting at Pioneer Park to review the proposed location and unit. Staff will initiate an order for the EV charger and then deploy and commission the unit. The unit will feature a weatherproof box for brochures and a sticker

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next to the 120-volt outlet for charging eWheelchairs and eBikes. Staff will produce a frequently asked questions informational sheet, train staff, and conduct a post-deployment community meeting to offer information on how to operate the charger. The City will communicate the availability of the charger through the City's website and through PlugShare. Staff will monitor and maintain the station. The grant includes funding to prepay six years of operations, maintenance, warranty, and the EV charging network component. This particular type of unit will be the first installed in the state. The unit is used extensively in California and New York. Pierce County has expressed interest in following the pilot program to include attending pre- and post-deployment meetings.

Coordinator Jones Wood invited questions and requested approval for the Mayor to sign the agreement with the Department of Commerce.

In response to questions from Councilmembers, Coordinator Jones Wood advised that since the unit is solar with a battery backup and not connected to the grid, the unit is limited to approximately 300 miles of charge each day. The EV station will be free to the public. Following the end of the six-year grant, the City has the option of assessing a fee. The City submitted a competitive out-of-the box proposal and the Department of Commerce decided to offer the grant for an innovative pilot to ascertain if the unit would benefit other jurisdictions.

MOTION:

Councilmember Jefferson moved, seconded by Councilmember Cathey, to approve and authorize the Mayor to sign the capital grant agreement with the Washington State Department of Commerce for the purchase and installation of an EV charging pilot at Pioneer Park in the amount of \$87,052. A voice vote approved the motion unanimously.

**SERVICE PROVIDER
AGREEMENT WITH
BARKER RINKER
SEACAT
ARCHITECTURE FOR
COMMUNITY CENTER
DESIGN:**

Director Denney reported the request is for approval and authorization for the Mayor to sign a service provider agreement with Barker Rinker Seacat Architecture in Denver, Colorado to design a community center for the City. The General Government Committee reviewed the contract and recommended approval to the Council.

As previously mentioned, a similar process was completed in 2004 as part of the Public Facilities District funding competition between the cities of Lacey, Olympia, and Tumwater. At that time, the facility was different from the current proposal. The City was not successful in obtaining funding for the proposal. The proposed community center will include some of the same elements; however since 2004, the population has increased from 16,000 residents to 28,000 residents with different needs that will be assessed as the new facility plan is developed.

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Three groups are assigned to the project. The first is an internal staff group (staff steering committee) working with the consultant team on internal administrative tasks. The second is a steering committee assigned to complete much of the work with staff and the consultant. Members of the committee would include a Councilmember and representation from the Parks and Recreation Commission, Tumwater School District, Senior Center, youth sports, Tumwater Area Chamber of Commerce, a representative from the YMCA, and several community members at-large. The third group is the public as the entire process is driven by public input to enable the steering committee's decisions on the direction to pursue. A community survey will be released and two community workshops will be hosted to review survey results.

Director Denney addressed questions with respect to the timeline. The community center was funded as part of the formation of the Tumwater Metropolitan Park District approved by the voters. The facility is funded and the timeline is based on completion of the design. Staff is exploring four different sites. An evaluation matrix has been developed to evaluate each site to determine the best location. The community center is intended to serve all Tumwater citizens and should be easily accessible. The matrix will cover proximity to bus routes, services, schools, local business, local restaurants, and street infrastructure. Four sites under consideration are the former Washington Department of Transportation (WSDOT) site off Capitol Boulevard, the brewery property behind the golf course (warehouse), Port of Olympia property, and a proposed YMCA site off 93rd Avenue. The minimum parcel size required is 10 acres. The design process includes restraints both in the size of the facility and the budget.

Councilmember Althaus asked whether the proposal approved by the voters for land for a future aquatics facility would be a factor the consultant considers in the analysis of various sites. Director Denney confirmed it would be and reviewed language included in the voter's pamphlet for the Metropolitan Park District. The promise to voters was to build a community center with meeting and event space, a senior center, indoor sports courts, and land for a future public swimming pool.

MOTION:

Councilmember Althaus moved, seconded by Councilmember Jefferson, to Authorize the Mayor to sign the service provider agreement with Barker Rinker Seacat Architecture for Community Center Design. A voice vote approved the motion unanimously.

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**CONTRACT
APPROVAL FOR AN 8-
YEAR MULTIFAMILY
TAX EXEMPTION FOR
THE ROOKERY
APARTMENTS
(TUM24-0714):**

Manager Medrud reported the proposal is contract approval for an 8-year multifamily tax exemption for the Rookery Apartments project located off Capitol Boulevard to enable the project to move forward.

In 2014 with the adoption of the Capitol Boulevard Corridor Plan, the plan recommended establishing a multifamily tax exemption program to improve the financial viability of redevelopment of the corridor and to achieve the vision for the corridor. In 2017, the Council adopted a multifamily tax exemption program to stimulate desired multifamily development within key areas of the City. At that time, those areas included the Brewery District and the Capitol Boulevard Corridor area. The program includes an 8-year tax exemption providing market rate housing. The 8-year tax exemption does not include an affordable housing component because the primary intent is to stimulate overall multifamily housing development and support more development along the corridor.

An approved multifamily tax exemption is a shift in revenue from property tax for the course of the exemption. The City's property levy provides the funds for the City's operations. When a property is exempt from property tax, those costs are redistributed to other property owners in the City. Through April 2024, the City has approved 300 conditional uses of which 263 units are market rate housing and 37 are affordable housing units. Final approvals total 141 total units with 112 market rate units and 29 affordable units. In terms of location in the City, 119 units are located in the Brewery District that have been approved conditionally under the 8-year tax exemption program and 322 units located within the Littlerock Road subarea include two projects under the 12-year exemption program. For the 12-year exemption, one project has received final approval, and one has received conditional approval.

The proposed project is located at 6501 Capitol Boulevard north of the intersection of Capitol Boulevard and Dennis Street. The project is a mixed-use development of six units of multifamily housing. The proponent is applying for the 8-year tax exemption to assist in funding the project.

The approval process for a conditional approval is outlined in the Tumwater Municipal Code. The applicant filed a complete conditional certificate application with the City and City staff completed the review and determined the application is complete and meets the requirements of the code. The Community Development Department approved the conditional certificate. Part of the process requires the applicant to contract with the City. The conditional certificate and contract are valid for three years from the date of approval. Following completion of the project and issuance of a certificate of occupancy, the applicant files an

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application or the final certificate. The City files the final tax exemption with the Thurston County Assessor's Office.

Staff recommends the Council authorize the Mayor to sign the contract for the 8-year tax exemption as recommended by the General Government Committee on June 12, 2024.

Councilmember Swarthout said the tax exemption for the project is essential for the business owned by three women to complete financially. She referred to many comments from community members as to the amount of tax burden residents have to assume because of the tax exemption program. She suggested including some financial facts about the program on the website as many people are indicating the costs to a taxpayer can be thousands of dollars.

Manager Medrud replied that the City is required to report to the state annually on all approved projects, particularly for the affordability component to demonstrate that each unit is affordable under the program. The information is submitted to the state to satisfy the requirement, which could be included on the City's website. In terms of the costs of the program distributed across the community, costs were researched in February 2023 in response to a question from the Council. The Finance Director assisted in identifying some costs in 2023 dollars for property tax, which varies property by property. Generally, based on an assumption that an apartment complex is valued at \$5 million, the City's property tax portion would be approximately 1.77% per each \$1,000 in value equating to approximately \$8,850. The examination included how the City portion would be allocated across the community in total to 10,000 single-family dwellings with the cost identified for each property owner of less than \$5 per unit annually.

Councilmember Swarthout cited the Comprehensive Plan update and the projected need of housing units by income level. The language refers to the need for public support for all housing markets. She questioned the definition of "public support."

Manager Medrud said public funds would likely be required for construction of low income housing projects. In cases where supportive housing is needed, those services are a public cost. The City can offer incentives to the higher end of the market up to 80% of area median income, but essentially public funds would be needed for most housing units at most lower income levels.

Councilmember Cathey said she voted in opposition to the tax exemption program for many of the same reasons addressed by Councilmember Swarthout. Hundreds of units have been built with a 12-year tax exemption by large local builders who do not have to pay

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property taxes for 12 years as long as 20% of the units are affordable housing. At the end of 12 years, the units can convert to market-rate housing.

Manager Medrud advised that in 2021, the Legislature amended the multifamily tax exemption to allow an option to extend the 12-year program with some conditions. The first is that the actual AMI of tenants of affordable units would be low-income rather than the current range of 80% to 150% of AMI as stipulated in state law. There are options to consider at the end of the 12 years that would require amendments to the current program.

Councilmember Cathey reiterated her opposition of the tax exemption program because the City collects the same amount of property tax and must increase other property owner taxes, which she opposes. The larger complexes built by wealthy builders in the area are taking advantage of the 12-year tax exemption program and only providing 20% affordable units. She plans to support the proposal as the project proponents are three women who are providing housing for moderate and low-income households.

Councilmember Althaus commented on the housing need projection in the City over the next 15 years of approximately 5,000 units representing a dramatic departure from the current situation. Tools available to the City to incentivize density along corridors are important tools in the tool chest. The impact to taxpayers should also consider more sprawl when less density is achieved in the urban core, which adds to the cost of services for outlying communities. To the degree that more units can be built in high-density corridors, it results in reduction of other taxpayer expenses for wider roads and other services provided by the City. This particular project is only for six units developed by women who live in the community. He acknowledged the request by Councilmember Cathey to revisit the program, which he supports next year because the state has also adopted legislation that would allow for a 20-year exemption that would provide affordable units for a period of 75 years.

Councilmember Agabi asked whether the development proposal conforms to the federal income guidelines. Manager Medrud said the proposed development is market-rate housing with no affordable percentage required to follow income guidelines. The project is supporting the construction of new housing and is not providing housing for lower incomes. Income ranges the City follows are from the Department of Housing and Urban Development (HUD) income levels modified for Thurston County to establish the region's AMI.

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Councilmember Council noted that with many of the new larger apartment complexes built in the City recently, a substantial number of mature trees have been lost that should be another consideration.

MOTION:

Councilmember Althaus moved, seconded by Councilmember Jefferson, to authorize the Mayor to sign contract for an 8-Year Multifamily Tax Exemption for the Rookery Apartments (TUM-24-0714). A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:
*Peter Agabi***

The next meeting on July 9, 2024 includes a Thurston County Prosecutor's update and consideration of a Homeland Security Region 3 Omnibus Mutual Aid Agreement and an Interagency Reimbursement Agreement IAA25301 Between Washington State Administrative Office of the Courts and City of Tumwater.

**GENERAL
GOVERNMENT:
*Michael Althaus***

At the June 12, 2024 meeting, members continued the review of the 2025 Comprehensive Plan Periodic Update focusing on Land Use and Conservation Elements. The committee also reviewed and forwarded recommendations on the Contract Approval for an 8-Year Multifamily Tax Exemption for the Rookery Apartments and the Service Provider Agreement for the Community Center Design.

**PUBLIC WORKS:
*Eileen Swarthout***

The next meeting is scheduled on Thursday, July 18, 2024 and includes the Three Legs Crossing Oversizing Agreement, an Agreement for Transfer of Interest in Brewery Assets, and the LOTT Deschutes Valley properties purchase update.

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

The next meeting has not been scheduled at this time.

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

City Administrator Parks advised that at the July 16, 2024 meeting, the Council will consider and review several project-related proposals requiring attention prior to the Council's summer recess.

The City is hosting many events on Thursday, July 4, 2024 with a parade that begins at 11 a.m. The Family Fun Festival and the Nisqually Red Casino Fireworks Show will be held at the golf course with gates opening at 6 p.m. at a cost of \$10 per vehicle with the parking proceeds supporting the Thurston County Special Olympics. The fireworks show begins at 10:15 p.m.

The Council's July 9, 2024 work session is a hybrid joint meeting with the Planning Commission.

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The ribbon cutting ceremony for the Capitol Boulevard/Trosper Road project is scheduled on Wednesday, July 24, 2024 from 1 p.m. to 2 p.m. on the southwest corner of the intersection near the former Thai restaurant. Participants include Mayor Sullivan, Councilmembers, management team, project staff, John Doan, Pete Kmet, Jay Eaton, and the funding agencies.

Recently, the Supreme Court ruled on the Grants Pass case affecting the enforcement of camping regulations on city-owned and public properties. The ruling indicated that it is not cruel and unusual punishment as prohibited by the Eighth Amendment to enforce camping regulations. Legal staff continues to evaluate the decision to identify any ramifications for a future discussion with the Council on potential options. The City's code prohibits camping and staff will continue to assist those who are experiencing homelessness and sleeping on public property.

The state audit is scheduled later in the month.

Mayor Sullivan reported on her attendance to the Association of Washington Cities conference (AWC).

Mayor Sullivan shared that former Councilmember Neil McClanahan's memorial service is at noon on July 3, 2024 at St. Michael's Parish. She plans to attend his service. It is a sorrowful time when the community loses someone who contributed so much for so many years and served as the Thurston County Undersheriff for 34 years.

**COUNCILMEMBER
REPORTS:**

Peter Agabi:

At the last meeting of the Thurston Economic Development Council Board meeting in June, members received a presentation from the CEO of *Experience Olympia and Beyond* on its 10-year Thurston County Master Destination Plan. The plan includes several key areas involving the EDC. Representatives from the Office of Minority and Women's Business Enterprises provided an update on efforts supporting equity and inclusion and an entrepreneurial business system. The Korea Startup Center in Seattle owned by the Korean government is partnering with the EDC to support Korean startups and entrepreneurs to launch and scale their South Korean businesses.

Kelly Von Holtz:

At the last bi-monthly meeting of the Thurston County Law Enforcement Assisted Diversion (LEAD) meeting, members reviewed some successes and challenges of participants, diversion expansion efforts, and some future celebrations.

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Councilmember Von Holtz attended the AWC conference in Vancouver, Washington.

Joan Cathey:

Councilmember Cathey attended the Regional Housing Council meeting. Other intergovernmental meetings have been cancelled during the summer.

Councilmember Cathey reminded everyone that during upcoming high temperatures, it is important to check on elderly neighbors or those who may be physically challenged. The forecast is for high temperatures in the 90s for many days. Dogs and other animals should be cared for during extreme heat.

Eileen Swarthout:

Councilmember Swarthout attended the June 7, 2024 Thurston Regional Planning Council meeting. Members reviewed the Federal Transit Assessment and Transit Safety Performance Measures, reviewed a resolution for 2024/2025, and received a presentation on rural transit funding and service update. Rural transit serves Chehalis Reservation, Tumwater, Bucoda, Grand Mound, Rainier, Rochester, and Tenino.

At an executive meeting of the Thurston County Climate Mitigation Committee, members received reports from LOTT and Puget Sound Energy and discussed the selection of the 2025 Thurston Climate Mitigation regional initiative. Members selected a white paper on a gap analysis for regional and jurisdictional plans and policies that aim to reduce greenhouse gas emissions in the transportation sector by reducing vehicle miles traveled. Members received a presentation on the 2022 greenhouse gas emissions inventory.

Michael Althausen:

At the last meeting of the Funding and Governance Work Group for the Deschutes Estuary project, members continue to review and develop the interlocal agreement (ILA) with other partners. Work continues with the consultants and the work group and following some agreement as to draft language, a work session will be scheduled to review the draft ILA.

Councilmember Althausen attended the Regional Housing Council meeting on Wednesday, June 26, 2024. The Council approved the request for information for the funding pipeline for housing projects. The pipeline is a list of potential future housing projects on the county's funding list over the next several years. The Council released a Request for Information (RFI) for the next three years of pipeline projects. Next year will cover only one year of projects with the normal three-year cycle scheduled next year to get back on track because of the pandemic. The Council approved \$16 million in funding for projects to place on the pipeline for the next three years. Members discussed the potential

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of hosting a retreat or a strategic planning session in the fall to discuss the Council's role in policy development and rendering policy recommendations that cities or other entities could consider in the future, as well as the overall role of the Council.

Angela Jefferson:

Councilmember Jefferson attended two meetings of Tumwater HOPES. She is encouraged about the future of the organization and the competent leader who is ready to complete the work necessary for an effective coalition.

On June 18, 2024, she attended the all-day Board Retreat for Experience Olympia and Beyond (Visitor & Convention Bureau). Members discussed unveiling the Thurston County Master Destination Plan. Activities required prior to executing the plan include extensive community engagement, connectivity website and street signage, tribal relationships and tourism, and workforce development. The plan is available on the website.

At the last meeting of the Thurston County Emergency Medical Services Council meeting, 24 graduates were introduced. Members received a presentation on the location of the eighth medic unit in Tumwater. The proposal has been presented to all parties. A MCI (Multiple Casualty Incident) drill is scheduled on July 12, 2024 at 3 p.m. at Tumwater Middle School. Invitations have sent to all agencies.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 9:08 p.m.

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

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: July 16, 2024
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- June 28, 2024, payment of Eden vouchers 174107 to 174124 in the amount of \$201,130.88 and electronic payments 903028 to 903034 in the amount of \$72,646.68 and wire payments in the amount of \$237,578.99; and Enterprise vouchers 183794 to 183837 in the amount of \$58,355.18 and electronic payments 904430 to 904446 in the amount of \$42,564.65 and wire payments in the amount of \$70,569.70.
 - July 05, 2024, payment of Enterprise vouchers 183838 to 183846 in the amount of \$110,106.82 and electronic payments 904447 to 904451 in the amount of \$13,541.89.
-

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		
WA ST DEPT OF REVENUE	70,569.70	MAY USE TAX AND EXCISE TAX
HERITAGE RESTORATION, INC	82,424.92	BREWMASTER'S HOUSE RESTORATION SERVICES – STRUCTURE DRAW 3

* 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 183794 through 183837 in the amount of \$58,355.18

Electronic payment Nos 904430 through 904446 in the amount of \$42,564.65

Wire payments in the amount of \$70,569.70.

Eden

Voucher/Check Nos 174107 through 174124 in the amount of \$201,130.88

Electronic payment Nos 903028 through 903034 in the amount of \$72,646.68

Wire payments in the amount of \$237,578.99



Asst. Finance Director, on behalf of the Finance Director

Checks dated 06/28/2024

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 183838 through 183846 in the amount of \$110,106.82

Electronic payment Nos 904447 through 904451 in the amount of \$13,541.89



Asst. Finance Director, on behalf of the Finance Director

Checks dated 07/05/2024

TO: City Council
 FROM: Lisa Parks, City Administrator
 DATE: July 16, 2024
 SUBJECT: Interagency Reimbursement Agreement IAA25301 Between Washington State Administrative Office of the Courts and City of Tumwater

1) Recommended Action:

Authorize the Mayor to sign the Interagency Reimbursement Agreement IAA25301 Between Washington State Administrative Office of the Courts and the City of Tumwater, in substantially similar form as approved by the City Attorney.

At the July 9, 2024, Public Health & Safety Committee meeting, the agreement was recommended for approval on the consent calendar.

2) Background:

State v. Blake is a 2021 Washington State Supreme Court decision that ruled the felony drug possession law unconstitutional. Someone convicted of simple possession of a controlled substance under RCW 69.50.4013 (and its predecessor statutes) may be eligible to have their conviction vacated and a refund of any legal financial obligations (LFOs) paid on these cases. The Legislature has provided limited reimbursement opportunities to cities both for the LFOs and also any extraordinary costs associated with identification and resentencing. The proposed agreement would provide for that reimbursement from the State through June 30, 2025.

3) Policy Support:

VISION | MISSION | BELIEFS

Partnership | We work collaboratively with residents, businesses, and community organizations. We also actively partner with other jurisdictions to address regional, state, and even broader issues.

4) Alternatives:

☐ Do not authorize signature of the Agreement.

5) Fiscal Notes:

The financial exposure to the City for prosecution, court and public defense time is unknown, along with the exposure for refunding legal financial obligations for those convictions or sentences impacted by the Blake decision. This agreement would provide up to \$28,507 in reimbursement for the extraordinary judicial, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the Blake decision. This includes language from Engrossed Substitute Senate Bill 5187, Section 114(13) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia. As these are pass-through funds, there is no need for a budget amendment.

6) Attachments:

- A. Interagency Reimbursement Agreement IAA25301 Between Washington State
Administrative Office of the Courts and the City of Tumwater

INTERAGENCY REIMBURSEMENT AGREEMENT - IAA252301
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
CITY OF TUMWATER

This Interagency Reimbursement Agreement ("Agreement") is entered into by and between Washington State Administrative Office of the Courts ("AOC") and City of Tumwater ("Jurisdiction") to reimburse extraordinary costs of resentencing and vacating sentences as required by *State v. Blake* ("*Blake*"). AOC and Jurisdiction will be known individually as *Party* and collectively as *Parties*.

I. PURPOSE

The purpose of this Agreement is to reimburse the extraordinary judicial, prosecutorial, clerk, court administration and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the *Blake* decision. For Municipalities and Counties, this will include language Engrossed Substitute Senate Bill 5187, Section 114(3) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia.

II. REIMBURSEMENT

- A. Extraordinary Expenses Reimbursement. AOC shall reimburse Jurisdiction up to a maximum of \$28,507 for the extraordinary judicial, clerk, court administration, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions and/or sentences are affected by the *Blake* decision. For Municipalities this will include language from the Engrossed Substitute Senate Bill 5187, Section 114(13), passed by the 2023 Legislature, which includes simple drug possession to include cannabis and possession of paraphernalia.

To be eligible for reimbursement, the Costs must be incurred between July 1, 2024 and June 30, 2025. AOC will not reimburse Jurisdiction Costs incurred after June 30, 2025. AOC may, at its sole discretion, deny reimbursement requests in excess of the amount awarded. If additional funding is or becomes available for these purposes, AOC and Jurisdiction may mutually agree to increase the amount awarded under this Agreement.

- B. General. AOC shall reimburse Jurisdiction for approved and completed reimbursements by warrant or electronic funds transfer within 30 days of receiving a properly completed A-19 invoice and the necessary backup documentation.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins on July 1, 2024, regardless of date of execution, and ends on June 30, 2025. The period of performance maybe amended by mutual agreement of the Parties.

IV. TERMS OF REIMBURSEMENT

A. Jurisdiction shall electronically submit, once per month, it's A-19 invoices to payables@courts.wa.gov.

B. Jurisdiction's A-19 invoices must include:

1. Payment documents from Jurisdiction indicating the amounts expended, the recipients, and the date of expenditure;
2. A list of any case numbers associated with the services provided;
3. A breakdown of expenses by judicial, clerk/court administration, prosecutorial, and defense-related costs;
4. Any employee positions supported by Blake related funds, broken down by judicial, clerk/court administration, prosecutorial, and defense-related positions, including name of employee, title, hourly wage of the individual, time spent on *Blake*-related cases and a list of corresponding cause numbers;
5. The unique three-digit court code for the Jurisdiction the work was completed on behalf of must be provided on the A-19. If a Jurisdiction contracts with another jurisdiction to provide court services, then the unique court code for the jurisdiction for which the work was completed must be provided; and,
6. Data, including case numbers and aggregate data on the number and type of cases:
 - a. Vacated under *Blake*;
 - b. Resentenced under *Blake*; and
 - c. Being worked on under *Blake*.

V. REVENUE SHARING

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Jurisdiction no later than May 1, 2025 that AOC intends to reallocate funding among courts in the program and/or to support the Supreme Court's directive for an AOC case vacating team. If AOC determines the Jurisdiction may not spend all monies available under the Agreement or if Jurisdiction declines and/or elects not to participate in the vacating of Blake eligible cases, AOC may reduce the Agreement amount as mentioned above. If AOC determines the Jurisdiction may spend more monies than available under the Agreement and for its scope, AOC may increase the Agreement amount.
- B. If the AOC initiates revenue sharing, then the Jurisdiction must submit the final revenue sharing A-19 to payables@courts.wa.gov between July 12, 2025 and August 1, 2025.

VI. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the Parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

VII. GOVERNANCE

- A. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.
- B. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:
 - 1. Applicable state and federal statutes and rules;
 - 2. This Agreement; and then
 - 3. Any other provisions of the Agreement, including materials incorporated by reference.

VIII. WAIVER

A failure by either Party to exercise its rights under this Agreement does not preclude that Party from subsequent exercise of such rights and is not 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.

IX. SEVERABILITY

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

X. AGREEMENT MANAGEMENT

The Program Managers/Point of Contacts noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Jurisdiction Program Manager/ Point of Contact
Sharon Fogo Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 Sharon.Fogo@courts.wa.gov (360) 819-7305	Troy Niemeyer Finance Director 555 Israel Rd SE Tumwater, WA 98501 taniemeyer@ci.tumwater.wa.us 360-252-5488

XI. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the Parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Jurisdiction

<hr/> <i>Signature</i>	<hr/> <i>Signature</i>
<hr/> <i>Date</i>	<hr/> <i>Date</i>
<hr/> Christopher Stanley, CGFM	<hr/> Debbie Sullivan
<hr/> <i>Name</i>	<hr/> <i>Name</i>
<hr/> Chief Financial and Management Officer	<hr/> Mayor
<hr/> <i>Title</i>	<hr/> <i>Title</i>

Attest:

SignatureDate

Melody Valiant

Name

City Clerk

Title

Approve as to form:

SignatureDate

Karen Kirkpatrick

Name

City Attorney

Title

TO: City Council
FROM: Brian Hurley, Fire Chief
DATE: July 16, 2024
SUBJECT: Homeland Security Region 3 Omnibus Mutual Aid Agreement

1) Recommended Action:

Authorize the Mayor to sign the Homeland Security Region 3 Omnibus Mutual Aid Agreement. The agreement was recommended for approval on the consent calendar at the July 9, 2024 Public Health and Safety Committee meeting.

2) Background:

Washington State Homeland Security Region 3 is made up of political subdivisions, special purpose districts, state institutions of higher education, and tribes located in or contiguous with Grays Harbor, Lewis, Mason, Pacific, and Thurston counties. This omnibus mutual aid agreement is created to provide coordinated response and mutual aid between participating agencies during an emergency or disaster. Members may request assistance in the form of personnel, equipment, materials or other resources to support emergency activities.

3) Policy Support:

Provide and Sustain Quality Public Safety Services

- Ensure timely, efficient, and effective public safety response in our community.
 - Explore and implement partnerships to improve efficiency of service delivery.
-

4) Alternatives:

☐ Do not recommend agreement for approval

5) Fiscal Notes:

Negotiable resource reimbursement is provided for in the agreement.

6) Attachments:

A. Homeland Security Region 3 Omnibus Mutual Aid Agreement

Region 3 Mutual Aid Agreement Omnibus Agreement

This OMNIBUS AGREEMENT is made and entered into by the undersigned counties, cities, tribes, political subdivisions, special purpose districts, and state institutions of higher education located in or contiguous with the Washington State Homeland Security Region 3 counties of Grays Harbor, Lewis, Mason, Pacific, and Thurston – hereafter referred to as “Members” - to enable them to provide assistance to each other as requested.

WHEREAS, the Members have expressed a mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage assistance among Members to this agreement; and

WHEREAS, in the event of an emergency, a Member to this Omnibus Agreement may need assistance in the form of personnel, equipment, materials or other resources to support emergency activities; and

WHEREAS, each Member may own and maintain resources for a variety of public and emergency services and may, under certain conditions, lend its resources to other Members in the event of an emergency; and

WHEREAS, the formation of Region 3 is facilitated for the purpose of joint participation in the Homeland Security and Emergency Management all-hazards planning and preparedness programs to beneficial support for preparedness, response and recovery; and

WHEREAS, in order to provide coordinated response and mutual aid between participating agencies to this agreement during emergencies or disasters; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned Member agrees as follows:

Article 1 - APPLICABILITY

This Omnibus Agreement is available for execution to all counties, cities, tribes, political subdivisions, special purpose districts and state institutions of higher education located within, or contiguous with, the counties mentioned above. Execution of this Omnibus Agreement shall occur when the Member signs an identical version of this Omnibus Agreement.

Article 2 - DEFINITIONS

- A. Assistance means employees, services, equipment, materials, or supplies offered during incidents, emergencies or disasters by the Lender and accepted

by the Borrower to assist in maintaining or restoring normal services when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, terrorism/sabotage and other occurrences where assistance from other Members is necessary or advisable, as mutually determined by the lending Member and requesting Member. Assistance may also be offered to support training, drills and exercises.

- B. Assistance Costs means any expenses that extend beyond the first eight (8) hours (usual and customary costs) incurred by the Lender in providing any asset requested. After eight (8) hours, the borrower incurs all costs associated with the borrowed asset(s). For this Agreement, the computation of time begins when the lending agency agrees to provide resources by mobilizing the same. Further agreements regarding costs are addressed herein in Article 11, “Payment for Services and Assistance”.
- C. Borrower means a member county, city, tribe, other political subdivision, special purpose districts, or state institution of higher education that has adopted, signed and subscribes to this Omnibus Agreement, has made a request for Emergency Assistance, and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Omnibus Agreement.
- D. Contact Person(s) means the person or persons designated by each Member to request Emergency Assistance from or grant Emergency Assistance to another Member pursuant to the terms of this Omnibus Agreement.
- E. Counterparts: This Agreement may be executed in counterparts and by facsimile signature with the same force and effect as if all original signatures were set forth in a single document. The Regional Lead Coordinating Agency shall maintain an original and/or a copy of each signature sheet for each participant.
- F. Designated representative shall be identified and designated by each Member to serve as the representative of their respective Member in any meeting to work out the language or implementation issues of this Omnibus Agreement.
- G. Emergency includes, but is not limited to, any human-caused or natural event or circumstance within the area of operation of any participating Member causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of any affected Member or Members, in terms of personnel, equipment and facilities, thereby requiring assistance.

- H. Emergency Contact Information Form is the form to be submitted to the Regional Lead Coordinating Agency and Designated Representative by each Member listing names, addresses, and 24-hour phone numbers of the Contact Person(s) of each Member. Alternatively, the phone number of a dispatch office staffed 24 hours a day that can reach the Contact Person(s) is acceptable.
- I. Event refers to an incident, emergency, disaster, training, drill or exercise which causes a Borrower to request assistance from a Lender under this Omnibus Agreement.
- J. Execution means an action, whereupon the occurrence of which comes after a Member has followed an approved legal process.
- K. Institution of higher education means a state university, regional university, The Evergreen State College, community college, or technical college authorized under Title 28B RCW of the State of Washington, Higher Education.
- L. Lender means a Member who has subscribed to this Omnibus Agreement and has agreed to deliver assistance to another Member pursuant to the terms and conditions of this Omnibus Agreement.
- M. Omnibus Agreement means identical agreements executed in counterparts, which bind the executing Member to its terms and conditions to provide and receive assistance. The terms and conditions of the Omnibus Agreements are all identical and the execution of an Omnibus Agreement by a Member binds that Member to all other Members who have executed an identical Omnibus Agreement in counterparts. To be effective for purposes of receiving assistance, this Omnibus Agreement must be fully executed and received by the Subscribing Member's Designated Representative.
- N. Member as a term used in this Agreement refers to any function, agency, department, county or city government and their departments and agencies, tribes, other political subdivisions, and state institutions of higher education, including, but not limited to, Law Enforcement, Fire Service, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.
- O. Political Subdivision includes, but is not limited to, any county, city or town, tribe, fire district, port, public utility district, or school district.
- P. Regional Lead Coordinating Agency is designated as the Homeland Security Region 3 Coordinator. Thurston County shall serve as the Regional Lead Coordinating Agency.
- Q. Repository Agency is the Regional Lead Coordinating Agency, or Thurston

County, in the absence of a regional organization. This agency shall maintain records, lists, etc. relative to this Omnibus Agreement.

- R. Resources includes personnel, equipment, teams, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.
- S. Termination Date is the date upon which this Agreement terminates pursuant to Article 29, herein.

Article 3 - PARTICIPATION

Participation in this Omnibus Agreement is purely voluntary. Execution of this Agreement is therefore not legally binding on a Member until the Member agrees to become a lender or borrower in accordance with its terms.

No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment if applicable, as specified in Article 11 of this Omnibus Agreement. However, Members who execute the Omnibus Agreement will:

- A. Ensure that other Members have their organization's most current Emergency Contact Information and possess a good understanding about how to request assistance under this Agreement.
- B. Participate in scheduled meetings, coordinate training, as well as plan for operations and implementation issues to the extent possible.
- C. Operate under the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

Article 4 - ROLE OF DESIGNATED REPRESENTATIVE OF MEMBERS

Members agree to identify a Designated Representative who shall serve on behalf of their respective Member to clarify language or implementation issues of this Omnibus Agreement.

The Designated Representative of each Member shall:

- A. Participate in any meetings convened on the implementation of this Omnibus Agreement.
- B. Obtain and communicate to relevant Member departments the discussion items and decisions of the meeting, as they bear on interoperability among

Members.

- C. Maintain a copy of this Omnibus Agreement (including amendments) and a list of the Members.
- D. Maintain and distribute checklists to assist Members in the planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.
- E. The Designated Representative of each Member shall ensure that the Regional Lead Coordinating Agency has current Emergency Contact Information for their respective Member.
- F. Notify the Regional Lead Coordinating Agency in writing upon their Member's termination of participation in this Omnibus Agreement.

Additional duties of the Designated Representative from the Regional Lead Coordinating Agency:

- G. The Designated Representative of the Regional Lead Coordinating Agency shall maintain a master copy of the agreement and accompanying original Member signature pages.
- H. The Designated Representative of the Regional Lead Coordinating Agency shall ensure that each Member has a copy of the signature page of newly executed Omnibus Agreement(s).
- I. The Designated Representative of the Regional Lead Coordinating Agency, when requested, shall provide each Member with copies of the Emergency Contact Information Forms provided by the other Members.
- J. The Designated Representative of the Regional Lead Coordinating Agency shall notify all Members whenever a Member terminates its participation in this Omnibus Agreement.

Article 5 - REQUESTS FOR ASSISTANCE

A Member may request assistance of other participating Members in preventing, mitigating, responding to and recovering from incidents, emergencies, disasters, or in concert with drills or exercises. Requests for assistance shall be directed to the designated contact person(s) on the contact list provided by the Members. Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days. The extent to which the Lender provides any assistance shall be at the Lender's sole discretion. In the event the emergency impacts a large geographical area that activates either Federal or State emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such Federal and State laws.

Article 6 - GENERAL NATURE OF ASSISTANCE

Assistance shall be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the Omnibus Agreement shall not create any duty to respond on the part of any Member. A Member shall not be held liable to any other Member for failing to provide assistance. A Member has the absolute discretion to decline to provide any requested assistance and to withdraw resources it has provided at any time without incurring any liability.

Resources are “borrowed”, with reimbursement (if applicable) and terms of exchange varying with the type of resource as defined in Articles 7 and 8. The Members hereto recognize that time is critical during an emergency and diligent efforts shall be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available. A subscribing Member maintains the option of submitting a request for assistance directly to the State or Federal government or through any other mutual aid agreement or compact the Member agency is party to.

Article 7 - MANAGEMENT OF RESOURCES

At the sole discretion of the Lender, resources may be made available upon request of a Member. Resources are subject to the following conditions:

- A. Resources of a Lender shall continue under the command and control of the Lender, but shall be under the operational control of the appropriate officials within the incident management system of the Borrower.
- B. At the option of the Lender, loaned equipment may be loaned with an operator. See Article 7F, 7G, and 7H for terms and conditions applicable to use of borrowed personnel.
- C. Loaned resource shall be returned to the Lender upon release by the Borrower, or immediately upon the Borrower’s receipt of an oral or written notice from the Lender for the return of the resource. When notified to return resource to a Lender, the Borrower shall make every effort to return the resource to the Lender’s possession within 24 hours following notification.
- D. Lender’s cost related to the transportation, handling, and loading/unloading of equipment shall be borne by the Borrower unless mutually agreed upon otherwise. Lender shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for Lender’s employees who perform such services.
- E. Without prejudice to a Lender’s right to indemnification under Article 11, in the event loaned equipment is lost or damaged while being dispatched to

Borrower, or while in the custody and use of the Borrower, or while being returned to the Lender, Borrower shall reimburse the Lender for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired within a time period indicated by the Lender, then Borrower shall reimburse Lender for the cost of replacing such equipment with equipment that is of equal condition and capability. Any determinations of what constitutes “equal condition and capability” shall be at the discretion of the Lender. If Lender must lease or rent a piece of equipment while the Lender’s equipment is being repaired or replaced, Borrower shall reimburse Lender for such costs. Borrower shall have the right of subrogation for all claims against persons other than Members to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. No Member shall be liable for damage caused by the sole negligence of another Member’s operator(s).

- F. Any Lender personnel providing assistance to Borrower shall remain under the command and control of the Lender, to include medical protocols, standard operating procedures and other protocols. The organizational units shall be under the operational control of the appropriate authorities within the incident management system of the Borrower. Lender shall not be liable for cessation or slowdown of work if Lender’s employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the Borrower’s response operation. When supervisory personnel are loaned, the lender may make stipulations on the scope and duties of supervisory personnel loaned.
- G. Any valid licenses, certifications, or other permits issued to Lender personnel by Lender or Lender’s state, evidencing qualification in a professional, mechanical or other skill, may be recognized by the Borrower during the term of the event and for purposes related to the event. When notified to return personnel to a Lender, the Borrower shall make every effort to return the personnel to the Lender immediately after notification.
- H. The Lender must ensure that loaned personnel have the ability, skill, and certification necessary to perform the work required and may be obliged to disclose the qualification(s) and training level of personnel identified to provide assistance.
- I. The Members’ Designated Representative shall develop planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Article 8 - RECORD KEEPING

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by the Lender shall be recorded on a shift-by-shift basis by the Lender and/or the loaned employee(s) and shall be provided to the Borrower as needed.

If no personnel are loaned, the Lender shall provide shipping records for materials and equipment, and the Borrower is responsible for any required documentation of use of material and equipment for state or federal reimbursement.

Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to ensure proper disaster documentation and reimbursement.

Article 9 - INDEPENDENT CONTRACTOR

Lender shall be and operate as an independent contractor of Borrower in the performance of any assistance. Employees of Lender shall, at all times while providing assistance, continue to be employees of Lender and shall not be deemed employees of Borrower for any purpose.

Wages, hours, and other terms and conditions of employment of Lender shall remain applicable to all of its employees who provide assistance. Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Lender's employees. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Article 10.

In no event, shall Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of, or as agent for Borrower under or by virtue of this Omnibus Agreement.

Article 10 - PAYMENT FOR SERVICES AND ASSISTANCE

When a request for assistance is made, the Lender and Borrower will determine if reimbursement for services will be requested. Optimally, payment terms and conditions will be negotiated and agreed on at the time of the initial request, but if more time is necessary, any payment terms must be agreed upon within thirty (30) days of the request. In many cases, the Lender and Borrower will agree no reimbursement is necessary.

If reimbursement is desired, parties will adopt Washington State and/or FEMA rate schedules.

When reimbursement has been negotiated, the Borrower shall pay the Lender for all valid and invoiced Assistance Costs within sixty (60) days of receipt of the Lender's invoice. If this presents a hardship, the Borrower can make a request to the Lender to revise the payment timeframe. In the event Lender provides equipment, supplies or parts, the Lender shall have the option to accept payment of cash or in kind for the equipment, supplies or parts supplied.

Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days.

Article 11 - INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. **INDEMNIFICATION.** Except as provided in section B, to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing assistance to the Borrower, whether arising before, during or after performance of the assistance and whether suffered by any of the Members or any other person or entity.

The Borrower agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Borrower, by mutual negotiation, hereby waives, as respects any indemnity only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington.

- B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Any Member shall not be required under this Omnibus Agreement to indemnify, hold harmless and defend any other Member from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Member's officers, employees, or agents acting in bad faith or performing activities beyond the scope of their training or duties.
- C. **LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of assistance through this Omnibus Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Omnibus Agreement whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Omnibus Agreement.
- D. **DELAY/FAILURE TO RESPOND.** No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.
- E. **DISPUTE RESOLUTION PROCEDURES.** Each Member seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify the Borrower of such claim and shall not settle such claim without the prior consent of Borrower, which consent shall not be unreasonably withheld. Such Member shall have the right to participate in the defense of said claim to the extent of its own interest.

Member's personnel shall cooperate and participate in legal proceedings if so requested by the Borrower, and/or required by a court of competent jurisdiction.

Article 12 - SUBROGATION

- A. **BORROWER'S WAIVER.** Borrower expressly waives any rights of subrogation against the Lender, which it may have on account of, or in connection with, the Lender providing assistance to the Borrower under this Omnibus Agreement.
- B. **LENDER'S RESERVATION AND WAIVER.** Lender expressly reserves its right to subrogation against the Borrower to the extent the Lender incurs any self-insured, self-insured retention or deductible loss. The Lender expressly waives its rights to subrogation for all insured losses only to the extent the Lender's insurance policies permit such waiver.

Article 13 - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS

Lender's employees, officers or agents, made available to Borrower, shall remain the general employee of Lender while engaged in carrying out duties, functions or activities pursuant to this Omnibus Agreement, and each Member shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Member shall provide worker's compensation in compliance with statutory requirements of the State of Washington.

Article 14 - GOVERNMENTAL AUTHORITY

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the events covered by this Omnibus Agreement. A Member and its employees providing assistance under this Agreement shall be entitled to all privileges and immunities from liability as are authorized by the Washington Emergency Management Act, Chapter 38.52 RCW and Federal law.

Article 15 - NO DEDICATION OF FACILITIES

No undertaking by one Member to the other Member under any provision of this Omnibus Agreement shall constitute a dedication of the facilities or assets of such Member, or any portion thereof, to the public or to the other Member. Nothing in this Omnibus Agreement shall be construed to give a Member any right of ownership, possession, use or control of the facilities or assets of the other Member.

Article 16 - NO PARTNERSHIP

This Omnibus Agreement shall not be interpreted or construed to create an association, joint

venture or partnership among the Members or to impose any partnership obligation or liability upon any Member. Further, no Member shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Member.

Article 17 - NO THIRD MEMBER BENEFICIARY

Nothing in this Omnibus Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Members. This Omnibus Agreement shall not release or discharge any obligation or liability of any third party to any Member.

Article 18 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though prior agreements of the Members may take precedent over certain concepts outlined in this Agreement.

Article 19 - SUCCESSORS AND ASSIGNS

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any Member may terminate its participation in this Omnibus Agreement subject to Article 28.

Article 20 - GOVERNING LAW

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

Article 21 - VENUE

Any action which may arise out of this Omnibus Agreement shall be brought in the courts of the State of Washington.

Article 22 - TORT CLAIMS

It is not the intention of this Omnibus Agreement to remove from any of the Members any protection provided by any applicable Tort Claims Act. However, between Borrower and Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this Omnibus Agreement.

Article 23 - WAIVER OF RIGHTS

Any waiver at any time by any Member of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations,

shall not constitute or be deemed a waiver.

Article 24 - SEVERABILITY

Should a court of competent jurisdiction rule any portion, section or subsection of this Omnibus Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

Article 25 - NON EXCLUSIVENESS AND ADDITIONAL AGREEMENTS

This Omnibus Agreement is not intended to be exclusive among the Members. Any Member may enter into separate assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under the Omnibus Agreement. To the extent that prior agreements between Members are inconsistent with this Agreement, prior agreements for assistance between the counties, cities, tribes, other political subdivisions, or state institutions of higher education hereto shall supersede this Omnibus Agreement, until and unless any inconsistencies of the prior agreements are reconciled by the Members.

Article 26 - MODIFICATIONS

No provision of this Omnibus Agreement may be modified, altered, or rescinded by any individual Member without 2/3 affirmative concurrence of the Members to this Agreement. Modifications to this Omnibus Agreement must be in writing, must be approved by a 2/3 affirmative vote of the Members, and must be signed by the Designated Representative of each Member.

Article 27 - NOTICES

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the Designated Representative or equivalent for all Members at the address designated in the organization's Emergency Contact Information Form.

Article 28 - TERM AND TERMINATION

- A. This Omnibus Agreement is effective upon execution by two or more Members commencing July 1, 2024, and shall remain in effect until December 31, 2029. Thereafter, unless otherwise agreed upon, the agreement may be extended in five (5) year increments upon concurrence of the signatory Members.
- B. A Member opting to terminate this Omnibus Agreement shall provide written termination notification to the Regional Lead Coordinating Agency for all

Members. Notice of termination becomes effective upon receipt by the Regional Lead Coordinating Agency. Any terminating Member shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Member hereto has caused this Omnibus Agreement for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures.

ADOPTED:
(Date)

CITY OF TUMWATER

Debbie Sullivan
Mayor

ATTEST:

CLERK CITY OF TUMWATER

APPROVED AS TO FORM:

By: Karen Kirkpatrick, City Attorney

TO: City Council
 FROM: Lisa Parks, City Administrator
 DATE: July 16, 2024
 SUBJECT: Intergovernmental Agreement Between the City of Tumwater and the Confederated Tribes of the Chehalis Reservation

1) Recommended Action:

Approve and authorize the Mayor to sign the Intergovernmental Agreement Between the City of Tumwater and the Confederated Tribes of the Chehalis Reservation.

The agreement was reviewed and discussed during the July 9, 2024, City Council Work Session.

2) Background:

The Chehalis Tribe is purchasing property at Exit 99 of I-5 located on 93rd Avenue SW. The property is currently owned by the Kaufman Real Estate, LLC and was platted in 2022 as the "I-5 Commerce Place". The property is just shy of 38 acres, consisting of 12 lots varying in size from 1 to 4 acres, and including 4 separate "Tracts" that cover approximately 6.5 acres to accommodate required stormwater facilities, open space and tree preservation areas. A copy of the recorded plat is included as Exhibit B to the Interlocal Agreement, which is attached to this staff report.

The Tribe intends to place the property into trust and assume jurisdiction, and in so doing, has a preference to vacate the plat, the public road right of way (although the road itself will remain), and to terminate the Covenants, Conditions and Restrictions that were required of, and recorded with, the final plat. Over the past several months, a city staff team has been meeting with the Tribe to identify the necessary steps to accomplish the Tribe's goals and intentions, and this Intergovernmental Agreement is the result of that collaboration. It sets forth the obligations and expectations of the City and the Tribe related to the purchase and development of the property by the Tribe. Below is a summary of each party's obligations and responsibilities currently proposed in the agreement.

In the agreement, the City's obligations include:

- Facilitating a plat vacation process;
- Review and cooperate with the Tribe regarding relocation of the road and any/all utilities and easements;
- To plan for and address transportation infrastructure deficiencies and solutions, and to include the Tribe in the Interchange Study. Both parties also recognize there may need to be separate agreements for projects to address deficiencies, including to identify funding and construction of improvements prior to generation of new traffic associated with future development of the property; and
- To cooperate in modifying or extinguishing the stormwater maintenance agreement, keeping in mind whether or not there may be continuing public use of the stormwater facilities.

The Tribe's obligations include:

- Taking the necessary steps to initiate and conclude the plat vacation process;
- Acknowledging their ownership and responsibility for maintaining the existing road;
- To cooperate with the City and State agencies in deciding if relocation of the road and/or utilities may be necessary, and to pay the cost of such a move if needed;
- Acknowledging the easements that currently exist;
- Recognizing that, in vacating the public right of way, State law requires 50% of the value of that right of way be paid to the City, which may be satisfied through potential future property dedications;
- Acknowledging the effects of vacating the plat and the care that needs to be taken in doing so; and
- Acknowledging and agreeing to address roadway safety and concurrency issues related to their development that are above and beyond those projected from the original Kaufman project.

3) Policy Support:

Build a Community Recognized for Quality, Compassion, and Humanity:
Continue to maintain and advance positive Tribal Relations.
Create and Maintain a Transportation System Safe for All Modes of Travel

4) Alternatives:

Do not approve the agreement.

5) Fiscal Notes:

None at this time.

6) Attachments:

A. Interlocal Agreement, including Exhibits A through D

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF TUMWATER
AND THE CONFEDERATED TRIBES OF
THE CHEHALIS RESERVATION
RELATED TO PROPERTY
LOCATED ON 93rd AVENUE SW
IN TUMWATER, WASHINGTON**

THIS AGREEMENT is made and entered into by the CITY OF TUMWATER, a municipal corporation of the State of Washington, (“City”) and the CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION, a federally recognized Indian tribe (“Tribe”).

WHEREAS, Tribe is purchasing Property at Exit 99 of I-5 located on 93rd Avenue SW in Tumwater (the Legal Description of the Property is attached hereto and made a part hereof as Exhibit A).

WHEREAS, Property is subject to a recorded Plat #4952603, I-5 Commerce Place Plat, which Plat is attached hereto and made a part hereof as Exhibit B (the “Plat”).

WHEREAS, as part of the platting process, the plat proponent established a road, Legacy Court SW, which road is now owned by the City.

WHEREAS, at the closing for the Property, Seller intends to terminate the previously approved Commercial Association Covenants, Conditions and Restrictions recorded with the Property.

WHEREAS, simultaneously with the closing of the purchase of the Property, the Tribe intends to seek a plat vacation.

WHEREAS, it is the intention of the Tribe to place the Property in trust and assume jurisdiction.

WHEREAS, the parties hereto wish to enter into an agreement protecting the interests of the Tribe and the City with respect to the issues addressed in this Agreement.

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 and pursuant to forms of governmental organization that will accord best with geographic, economic, population 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;

NOW, THEREFORE, in consideration of the mutual terms, provisions, and obligations contained herein, it is agreed by and between the City and Tribe as follows:

1. Purpose/Objective

The purpose of this Agreement is to set forth the obligations and expectations of the parties related to purchase and development of the Property by the Tribe.

2. Responsibilities

The parties shall cooperate with each other and take all steps necessary and reasonable to accomplish their respective responsibilities under this Agreement in a timely manner.

A. Responsibilities of the City shall be as follows:

- i. Upon receipt of a complete application for a Plat Vacation, including all required submittal documents and payment of all fees, the City will promptly begin its review of the application and schedule the hearing examiner meeting. Application submittal requirements are addressed in TMC Title 17, The plat vacation process is more specifically addressed in TMC 17.26.
- ii. The City agrees to cooperate with the Tribe in reviewing requests for relocation of Legacy Court SW and any and all utilities and easements.

- iii. The City agrees to cooperate with the Tribe to identify transportation infrastructure level of service (LOS) deficiencies and solutions within the area related to and concurrent with future development by the Tribe, particularly along 93rd Avenue. The City agrees to conduct an Interchange Study in which the Tribe will participate as a stakeholder, and the City will review and evaluate traffic impact assessments prepared by the Tribe as a component of any proposed development. The City agrees to cooperate with the Tribe to enter into separate agreements for administration and funding of the projects needed to address transportation infrastructure LOS deficiencies prior to generation of new traffic associated with development by the Tribe on the Property.
- iv. The City agrees to cooperate with the Tribe to modify or extinguish the Stormwater Maintenance Agreement, attached hereto as Exhibit C and incorporated herein. Based on whether there continues to be a need for public use of the facilities after purchase of the Property, the parties shall consult to determine if a new agreement is necessary.

B. Responsibilities of the Tribe shall be as follows:

The Tribe shall take all necessary steps to vacate the Plat and road within the Plat commencing by filing a complete Application for Vacation with City in accordance with TMC 17.26.060 and RCW 58.17.212 including submitting all required submittal documents and fees. The Tribe shall participate in all hearings required as a part of the vacation process and shall be responsible for all costs associated with plat vacation review and document recording.

- i. Upon vacation of the Plat, the Tribe shall own Legacy Court SW. The Tribe shall have sole responsibility for ownership and maintenance of Legacy Court SW and shall hold the City harmless from all cost, loss, expense and damage arising out of or in connection with the Tribe's ownership of Legacy Court SW.

- ii. After consultation with and approval by the City, the Tribe may move the location of Legacy Court SW and any attendant sewer, water or other utility facilities within or adjacent to Legacy Court SW provided the Tribe moves the road in such a manner as will not result in an approach closer to the I-5 interchange or cut off the ability of adjacent landowners, upon the payment by customer to City of any applicable fees, to access the sewer and water infrastructure at the boundary of the Property. Relocation of the road and any utility facilities shall be coordinated with the City and appropriate State agencies, as necessary for approval of any water system modification, and shall be at the Tribe's sole expense.
- iii. The Tribe acknowledges the easements recorded as part of the Plat are binding upon the Tribe and run with the land. The Tribe will consult with the City should it intend to move any of the easements from their current location to an alternate location on the Property. If the appurtenances are relocated, they shall be relocated in such manner as to allow adjacent property owners the ability to extend utilities to their properties. Any relocation of utilities shall be at the sole expense of the Tribe and new easements shall be granted for the benefit of the City and recorded on the property with Thurston County. The Tribe shall grant the City one or more new utility easements, in a form approved by the City, to access, inspect, design, construct, reconstruct, operate, maintain, repair, replace, remove, grade, excavate, and enlarge all utility facilities including water main and sanitary sewer lines and all appurtenances thereto.
- iv. Notwithstanding anything herein to the contrary, the Tribe acknowledges that, in order to vacate Legacy Court SW, City ordinances require the property owner to pay the City fifty percent (50%) of the appraised value of the road. The City and Tribe shall mutually agree upon an MAI appraiser to appraise the value of Legacy Court SW. All costs of the appraisal shall be the responsibility of the Tribe.

In lieu of monetary compensation, the parties agree that the Tribe may satisfy this obligation by dedicating to the City for street or other municipal purposes real property useful for

the intended purpose where the property has a fair market value at least equal to the amount of monetary compensation that would otherwise be required.

- v. Upon vacation of the Plat, the Tribe acknowledges and agrees to the following:
 - a. The Tribe will permanently maintain the current wetland buffer which exists on the Property. Notwithstanding the foregoing, treed areas outside of the wetland buffer are not guaranteed to remain intact.
 - b. The Tribe will consult with the City prior to any development proposed to encroach on the City's Wellhead Protection Areas, depicted on Exhibit D attached hereto and made a part hereof, and the Tribe will not permit any land uses prohibited by the City within the applicable Wellhead Protection Areas.
 - c. Upon purchase of the Property, the Tribe shall own all stormwater facilities on the Property. The Tribe shall have sole responsibility for ownership and maintenance of all stormwater facilities and shall hold the City harmless from all cost, loss, expense and damage arising out of or in connection with the Tribe's ownership and maintenance of the stormwater facilities. The parties acknowledge that the stormwater retention features of the Plat may be changed by the Tribe to meet with any of the Tribe's development plans. Notwithstanding the foregoing, the parties shall cooperate to determine if the Stormwater Maintenance Agreement should be modified or extinguished.
- vi. The Tribe agrees to address public roadway safety and concurrency issues that arise from the Tribe's development of the Property if it creates traffic levels greater than those from the originally planned Kaufman development. The Tribe agrees to cooperate with the City to identify and address transportation infrastructure level of service (LOS) deficiencies within the area related to and concurrent with

future development by the Tribe, particularly along 93rd Avenue. The Tribe will participate as a stakeholder in an Interchange Study conducted by the City. The Tribe will complete a traffic impact assessment as a component of any proposed development and provide to the City for review. The Tribe agrees to enter into separate agreements for administration and funding of the projects needed to address transportation infrastructure LOS deficiencies prior to generation of new traffic associated with development by the Tribe on the Property.

3. Future Agreements.

The parties agree to cooperate with each other and use best efforts to reach agreement on the matters contained within this Agreement including negotiating future agreements, taking the necessary steps to accomplish the matters addressed herein, and executing documents necessary to effectuate this Agreement.

Emergency services is outside the scope of this Agreement. The Parties may mutually address emergency services separately at such time as the Property is developed.

4. Public Records Requests

Each party shall be responsible for maintaining its own records and shall respond to records requests received by it directly. Each party to this Agreement recognizes that the agency receiving a public records request is responsible for determining the manner in which it deems appropriate to respond to a public records request. Additionally, each party agrees to cooperate to the fullest extent possible in providing records related to this Agreement requested by the other party in order to respond to records requests.

5. Indemnification

Each party, and its successors and assigns, shall release, indemnify, defend, and hold the other party, and its successors and assigns, harmless from and against any and all loss, costs, claims, suits, liabilities, causes of action, and expenses of any kind or nature (including reasonable attorneys' fees) arising out of, related to, or incurred by reason of its own negligence in carrying out the rights and obligations of this Agreement.

6. Joint Board

This Agreement creates no separate legal entity and no joint board. Disposition of any property owned by the Parties under this Agreement shall be as provided for in this Agreement.

7. Duration of Agreement

This Agreement shall be effective on the date of the last authorizing signature affixed hereto until July 31, 2029, unless otherwise amended or terminated in the manner described under section 12 or 8 of this Agreement.

8. Termination of Agreement

This Agreement may be terminated only by mutual written agreement of the Parties.

9. Dispute Resolution

If a dispute arises, the Party making the claim will provide the other Party written notice within thirty (30) days. The notice shall detail the matter in question. Authorized representatives of each Party shall attempt to resolve the dispute by negotiation within thirty (30) days of notification. If such negotiation is unsuccessful, the parties mutually agree to a formal dispute resolution process such as mediation, through an agreed-upon mediator experienced in Indian Law. If they cannot reach an agreement with respect to a mediator, then the Parties shall apply to Judicial Arbitration and Mediation Service (JAMS) for the appointment of a mediator. All costs for mediation services shall be divided equally between the Parties. Each Party will bear their own costs and legal fees, unless otherwise determined in mediation.

10. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Venue for any action that cannot be resolved through mediation may be brought only in the Superior Court of Thurston County, Washington.

11. CONSENT TO JURISDICTION AND EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY

THE TRIBE DOES HEREBY EXPRESSLY CONSENT TO A LIMITED WAIVER OF SOVEREIGN IMMUNITY AND CONSENTS TO JURISDICTION IN THE COURTS OF THE STATE OF WASHINGTON AS HAVING EXCLUSIVE JURISDICTION TO HEAR, RESOLVE AND ENTER FINAL JUDGMENT ON ANY LEGAL DISPUTE BY AND BETWEEN THE PARTIES WITH RESPECT ONLY TO THIS AGREEMENT CONCERNING THE INTERPRETATION OF THIS AGREEMENT, ENFORCEMENT OF ANY OF ITS PROVISIONS, AND/OR FOR EQUITABLE RELIEF FOR ANY ALLEGED OR ACTUAL BREACH OF ANY PROVISION OF THIS AGREEMENT AND/OR FOR THE ENFORCEMENT OF ANY SUCH FINAL JUDGMENT ENTERED BY ANY COURT OF THE STATE OF WASHINGTON REGARDING SUCH MATTERS. THIS LIMITED WAIVER IS FOR THE BENEFIT OF THE CITY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY.

12. Entire Agreement

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

Any addition, deletion, or change to the terms and conditions of this Agreement shall be in the form of a written amendment approved by each of the parties.

13. Filing

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

14. Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three (3) days after the date of deposit in the United States Postal Service.

CITY OF TUMWATER

Attn: City Clerk
555 Israel Road SW
Tumwater, WA 98501

**CONFEDERATED TRIBES OF
THE CHEHALIS RESERVATION**

Chairman
Chehalis Tribe
420 Howanut Road
Oakville, WA 98568

15. Authority

The parties represent that they have taken all steps necessary and have the authority to enter into this Agreement, to be bound by the Agreement, and to execute the terms of this Agreement.

16. Effective date

This Agreement is hereby entered into between the City of Tumwater and the Confederated Tribes of the Chehalis Reservation and shall take effect on the date of the last authorizing signature affixed hereto:

CITY OF TUMWATER

**CONFEDERATED TRIBES OF
THE CHEHALIS RESERVATION**

Debbie Sullivan, Mayor

Dustin Klatush, Chairman

Dated:_____

Dated:_____

ATTEST:

ATTEST:

Melody Valiant, City Clerk

Charlotte Lopez, Tribe Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Harold Chesnin, Tribal Attorney

EXHIBIT A**PARCEL A:**

THAT PORTION OF THE SOUTH 375 FEET OF THE EAST 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:
 BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER STATION AD 10+53.77 P.C., AS SHOWN ON SHEET 2 OF 3 SHEETS OF HIGHWAY ENGINEERS MAP, DATED DECEMBER 21, 1965 AND 60 FEET DISTANT NORTHERWESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM THE AD CENTERLINE OF PRIMARY STATE NO. 1 (SR-5) MAYTOWN TO TUMWATER, LATHROP ROAD INTERCHANGE, THENCE IN A STRAIGHT LINE SOUTH 28° 41' 30" WEST TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT OPPOSITE HIGHWAY ENGINEERS STATION DB 4+85, AS SHOWN ON SAID MAP, AND 40 FEET DISTANT NORTHERLY THEREFROM; THENCE CONTINUING WESTERLY PARALLEL WITH SAID DB CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER STATION DB 2+50 AND THE END OF THIS LINE DESCRIPTION. EXCEPT COUNTY ROAD KNOWN AS LATHROP ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513; ALSO EXCEPT THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821155.

PARCEL B:

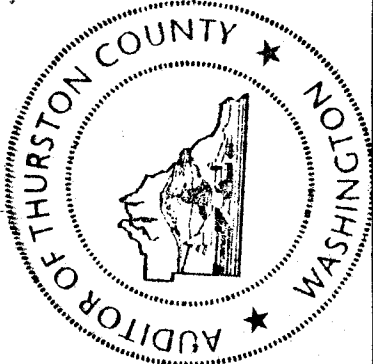
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER 100 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST 140 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 2,387.73 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 375 FEET; THENCE EAST 140 FEET, MORE OR LESS, TO A POINT 100 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTH 375 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT PORTION THEREOF LYING WITHIN LATHROP ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513; ALSO EXCEPTING THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821153.

PARCEL C:

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING WESTERLY OF TRACTS CONVEYED TO THE STATE OF WASHINGTON, BY DEEDS RECORDED MARCH 2, 1953, AUGUST 15, 1957 AND JULY 19, 1966 UNDER AUDITOR'S FILE NOS. 516498, 587782, AND 743347, RESPECTIVELY.

PARCEL D:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF THE SOUTH LINE OF SAID SECTION 16, 2,299.3 FEET EAST OF ITS SOUTHWEST CORNER; RUNNING THENCE EAST ALONG SAID SOUTH LINE 88.43 FEET; THENCE NORTH 375 FEET; THENCE EAST 240 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID NORTH LINE 328 FEET, MORE OR LESS TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 1,320 FEET, MORE OR LESS; TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 30 FEET FOR COUNTY ROAD KNOWN AS LATHROP ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513; ALSO EXCEPTING THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821154. IN THURSTON COUNTY, WASHINGTON.



1 of 5

4952603

PLAT

PLAT OF I-5 COMMERCE PLACE

SHEET 1 OF 5

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.

DEDICATION

KNOWN TO ALL PEOPLE PRESENT THAT KAUFMAN REAL ESTATE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER, IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS LAND DIVISION AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES, STORM DRAINAGE EASEMENTS, SANITARY SEWER EASEMENTS AND WATERMAIN EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE DIVISION AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROADS.

VEHICULAR ACCESS TO 93rd AVENUE SE, EXCEPT AS SHOWN, IS HEREBY WAIVED. DEDICATION TO THE PUBLIC SHALL IN NO WAY BE CONSTRUED TO PERMIT A RIGHT OF DIRECT VEHICULAR ACCESS TO 93rd AVENUE SE, NOR SHALL THE CITY OF TUMWATER OR ANY OTHER LOCAL GOVERNMENT AGENCY WITHIN WHICH THE PROPERTY IS OR MAY BECOME LOCATED EVER BE REQUIRED TO GRANT A PERMIT TO BUILD OR CONSTRUCT AN ACCESS OF APPROACH TO 93rd AVENUE SE FROM THE LOTS OR TRACTS WITHIN THIS PLAT.

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED OWNER, DOES HEREBY GIVE AND GRANT TO THE CITY OF TUMWATER, A MUNICIPAL CORPORATION, PERPETUAL EASEMENTS, AS SHOWN ON THE FACE OF THIS PLAT TO RUN WITH THE LAND, FOR USE FOR WATER MAIN AND ITS APPURTENANCES AND SEWER MAIN AND ITS APPURTENANCES AND THE RIGHT TO REPAIR, CONSTRUCT, OPERATE, MAINTAIN, INSPECT, ALTER, MODIFY, REPLACE, REMOVE AND UPDATE TO PRESENT AND FUTURE TECHNOLOGICAL STANDARDS SAID WATER MAIN AND SEWER MAIN AND RELATED APPURTENANCES OVER, ACROSS AND UNDER THE AREAS DESIGNATED ON THE FACE OF THE PLAT.

TOGETHER WITH THE ACKNOWLEDGMENT THAT THE GRANTOR SHALL NOT PLACE OR HAVE PLACED ANY UTILITY, BUILDING OR OTHER STRUCTURE WITHIN THE WATER MAIN AND SEWER MAIN EASEMENTS SHOWN ON THE FACE OF THE PLAT.

TRACTS "A", "B", "C" & "D" ARE HEREBY DEDICATED TO THE I-5 COMMERCE PLACE LOT OWNERS ASSOCIATION

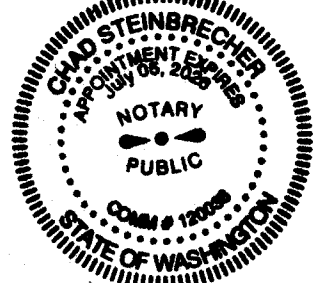
IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS THIS 6th DAY OF September, 2022.

(NAME & TITLE) John Kaufman
Vice President

ACKNOWLEDGMENTS

STATE OF WASHINGTON >S.S.
COUNTY OF THURSTON

THIS IS TO CERTIFY THAT ON THIS 6th DAY OF September, 2022, BEFORE ME PERSONALLY APPEARED John Kaufman TO ME TO BE THE Vice President OF KAUFMAN REAL ESTATE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREON MENTIONED, AND ON DATE STATED THAT ARE AUTHORIZED TO EXECUTE SAID INSTRUMENT.



For Clarity expiration date July 5, 2026,
Commission #120038

Chad Steinhilber
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT Tumwater,
MY COMMISSION EXPIRES 7-5-2026.

RESTRICTIONS AND PLAT NOTES

- PURSUANT TO CHAPTER 17.22 OF THE TUMWATER MUNICIPAL CODE, LOTS 1 THROUGH 12 ARE SUBJECT TO ALL SERVICE FEES AND CHARGES WHICH MAY BE LEVIED BY THE OWNERS ASSOCIATION FOR THE MAINTENANCE, OPERATION AND IMPROVEMENT OF COMMUNITY FACILITIES AND FOR LIENS FOR ANY UNPAID SERVICE FEES OR CHARGES.
- TRACTS A, B, C, & D SHALL BE OWNED AND MAINTAINED BY THE I-5 COMMERCE PLACE LOT OWNERS ASSOCIATION.
- TRACTS A & B ARE DESIGNATED STORM WATER MANAGEMENT AREAS FOR THIS PLAT. THE STORM WATER SYSTEMS SHALL BE MAINTAINED BY THE LOT OWNERS ASSOCIATION IN ACCORDANCE WITH THE STORM WATER MAINTENANCE PLAN RECORDED WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS PLAT.
- TRACT C IS DESIGNATED AS OPEN SPACE.
- ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE LOT OWNERS ASSOCIATION AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES AND SHALL BE SUFFICIENT FOR THE FRONT YARD LANDSCAPING REQUIREMENTS FOR LOTS 1-9 & LOT 11 INCLUSIVE. ADDITIONALLY, THE 25.5 FEET OF LANDSCAPING ADJACENT TO LOT 1 FRONTING ON 93rd AVENUE SE SHALL COUNT TOWARD THE 15% LANDSCAPE REQUIREMENT FOR DEVELOPMENT OF LOTS 1-12.
- THE COST OF CONSTRUCTION AND MAINTAINING ALL STREETS OR DRIVEWAYS NOT HEREIN DEDICATED AS PUBLIC STREETS SHALL BE THE OBLIGATION OF ALL OF THE OWNERS AND THE OBLIGATION OF ANY CORPORATION IN WHICH TITLE OF THE STREETS MAY BE HELD.
- VEHICULAR ACCESS TO 93rd AVENUE SE FROM LOT 1 IS RESTRICTED, THE APPROVED ACCESS POINTS ARE FROM LEGACY COURT SW.
- EACH LOT IN THE SUBDIVISION SHALL PROVIDE A STORM WATER MANAGEMENT PLAN, IN ACCORDANCE WITH ANY OF TUMWATER STANDARDS AT THE TIME OF DEVELOPMENT OF EACH LOT.
- THE KAUFMAN HABITAT CONSERVATION PLAN WAS PREPARED AND SUBSEQUENTLY APPROVED BY U.S. FISH & WILDLIFE SERVICE (USFWS) FOR THIS PLAT TO MITIGATE POTENTIAL IMPACTS TO THE OLYMPIA POCKET GOPHER, TAYLOR'S CHECKERSPOT BUTTERFLY AND STREAKED HORNED LARK (FEDERAL FISH AND WILDLIFE PERMIT NUMBER TE91853B-0). THE MITIGATION MEASURES INCLUDED IN THE APPROVED PLAN HAVE BEEN IMPLEMENTED AND NO FURTHER MITIGATION WILL BE REQUIRED FOR THE DEVELOPMENT OF EACH LOT WITHIN THIS PLAT.
- THE PROPERTY OWNER AND THE CITY OF TUMWATER WISH TO RECORD THIS FINAL PLAT WITHOUT DELAY AND WHEREAS IT IS UNDETERMINED HOW LOTS 9, 10, 11 AND 12 WILL DEVELOP, EITHER SEPARATELY OR CONSOLIDATED INTO FEWER PARCELS. IT IS HEREBY AGREED BETWEEN THE CITY OF TUMWATER AND KAUFMAN REAL ESTATE LLC AND ITS SUCCESSOR AND ASSIGNS TO DELAY THE CONSTRUCTION OF THE WATER MAIN AND THE SEWER MAIN AND THE GRANTING OF THE EASEMENTS TO THE NORTH PROPERTY LINE OF THE I-5 COMMERCE PLAT UNTIL SUCH TIME AS THE LOTS DEVELOP, WHETHER AS ONE CONSOLIDATED PARCEL OR INDIVIDUAL PARCELS.

THE GRANTING OF THE WATER MAIN AND SEWER MAIN EASEMENTS IN ADDITION TO THE CONSTRUCTION OF THE UTILITIES WILL BE CONDITIONED UPON FUTURE SITE DEVELOPMENT/GRADING PERMITS AND/OR BUILDING PERMITS FOR THE LOTS 9, 10, 11, AND 12.

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF TUMWATER, A MUNICIPAL CORPORATION, PUGET SOUND ENERGY, INC., A GAS AND ELECTRIC COMPANY, CENTURYLINK, INC., ANY TELECOMMUNICATIONS COMPANY, ANY CABLE TELEVISION COMPANY, THE LOT OWNERS ASSOCIATION AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE EXTERIOR TEN FEET PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGES OF ALL LOTS AND TRACTS TOGETHER WITH THOSE EASEMENTS DEPICTED ON SHEETS 4 & 5 IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN ANY PRIVATE OR PUBLIC UTILITIES, INCLUDING UNDERGROUND PIPE, CONDUIT, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, SEWER, WATER, STREET LIGHTING AND UTILITY SERVICE; TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

SHEET INDEX

- SHEET 1..... DEDICATION, EASEMENT PROVISIONS, APPROVALS AND LAND SURVEYOR'S CERTIFICATE
SHEET 2..... SECTION SUBDIVISION, LEGAL DESCRIPTION, PLAT NOTES, SURVEY NOTES, LINE AND CURVE TABLES
SHEET 3..... PLAT BOUNDARY, SURVEY REFERENCES, SURVEY NOTES
SHEET 4..... LOTS 1-8 & TRACTS A & B
SHEET 5..... LOTS 9-12 & TRACTS C & D

APPROVALS

EXAMINED AND APPROVED THIS 21st DAY OF September, A.D., 2022.

[Signature]
TUMWATER TRANSPORTATION & ENGINEERING DIRECTOR

EXAMINED AND APPROVED THIS 14th DAY OF September, A.D., 2022.

[Signature]
TUMWATER COMMUNITY DEVELOPMENT DIRECTOR

I HEREBY CERTIFY THAT ALL LOCAL IMPROVEMENT DISTRICT ASSESSMENTS ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID.

[Signature]
FINANCE DIRECTOR, CITY OF TUMWATER

I HEREBY CERTIFY THAT ALL TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID.

[Signature] 9-9-22
THURSTON COUNTY TREASURER

EXAMINED AND APPROVED THIS 9th DAY OF SEPTEMBER, A.D., 2022.

[Signature]
THURSTON COUNTY ASSESSOR

COVENANTS/AGREEMENTS

- COVENANTS, CONDITIONS AND RESTRICTIONS ARE RECORDED UNDER AUDITOR'S FILE NO. 4952602
- STORM WATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 4952601

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 27 DAY OF Sept, 2022 AT 10:54 A.M. IN BOOK - OF - AT PAGE - AT THE REQUEST OF HATTON GODAT PANTIER

[Signature]
THURSTON COUNTY AUDITOR
AUDITOR'S FILE NO. 4952603

BY [Signature]
DEPUTY

APPROVED FOR
RECORDING
City of Tumwater

LAND SURVEYOR'S CERTIFICATE



I, JEFF S. PANTIER, HEREBY CERTIFY THAT THIS NON-RESIDENTIAL PLAT OF I-5 COMMERCE PLACE IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF A PORTION OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., THAT THE DISTANCES AND COURSES SHOWN HEREON ARE CORRECT, THAT THE MONUMENTS ARE SET AS SHOWN AND THAT THE LOT AND TRACT CORNERS HAVE BEEN STAKED ON THE GROUND WITH 5/8" REBAR WITH PLASTIC CAPS STAMPED "JSP 28073".

[Signature]
JEFF S. PANTIER PROF. REGISTERED LAND SURVEYOR CERTIFICATE NO. 28073

August 31, 2022
DATE

HATTON GODAT PANTIER
ENGINEERS AND SURVEYORS
3910 MARTIN WAY E. SUITE B
OLYMPIA, WA 98506
TEL: 360.943.1599 FAX: 360.357.6299
hattonpantier.com

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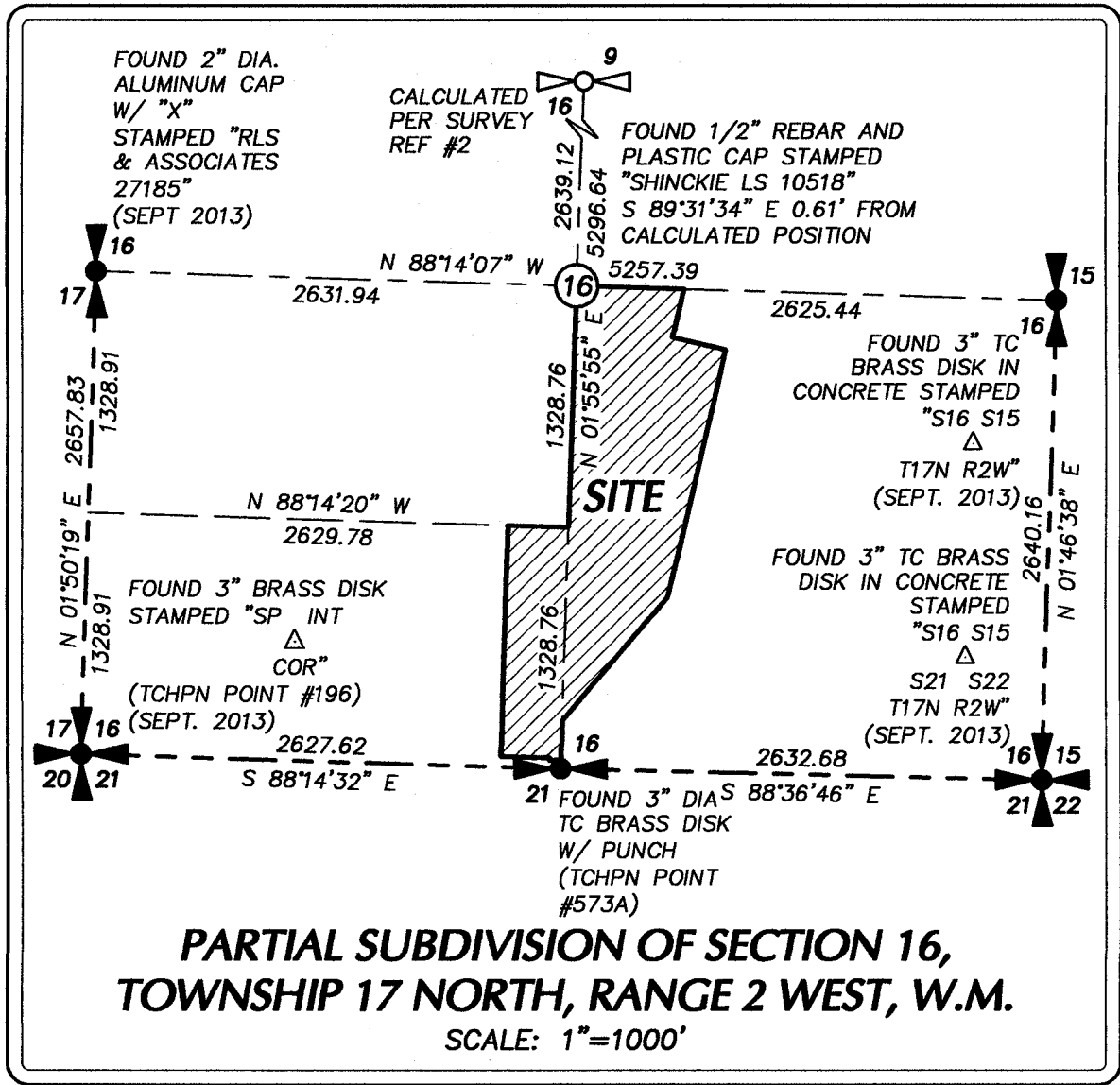
EXHIBIT B

PLAT 4952603 2 of 5

PLAT OF I-5 COMMERCE PLACE

SHEET 2 OF 5

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 86°13'49\"	61.42
L2	S 01°45'28\"	14.63
L3	S 88°04'05\"	11.67
L4	N 88°14'32\"	25.00
L5	N 88°14'32\"	16.00
L6	N 87°55'30\"	73.48
L7	S 87°55'30\"	23.32
L8	N 01°55'55\"	16.50
L9	S 87°55'30\"	24.75
L10	S 76°06'40\"	71.57

CURVE TABLE			
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH
C1	38°35'44\"	121.44	81.80
C2	38°31'16\"	150.00	100.85
C3	90°00'00\"	100.00	157.08
C4	38°36'52\"	69.00	46.50
C5	24°37'10\"	181.00	77.77
C6	9°37'29\"	181.00	30.41
C7	4°16'36\"	181.00	13.51
C8	38°31'16\"	119.00	80.01
C9	46°27'52\"	69.00	55.96
C10	75°11'04\"	25.00	32.81
C11	166°10'01\"	55.00	159.51
C12	15°49'36\"	55.00	15.19
C13	15°49'36\"	55.00	15.19
C14	68°12'44\"	55.00	65.48
C15	34°22'47\"	25.00	15.00
C16	46°54'00\"	131.00	107.23

DESCRIPTIONS:

PARCEL A:
THAT PORTION OF THE SOUTH 375 FEET OF THE EAST 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER STATION AD 10+53.77 P.C., AS SHOWN ON SHEET 2 OF 3 SHEETS OF HIGHWAY ENGINEERS MAP, DATED DECEMBER 21, 1965 AND 60 FEET DISTANT NORTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM THE AD CENTERLINE OF PRIMARY STATE NO. 1 (SR-5) MAYTOWN TO TUMWATER, LATHROP ROAD INTERCHANGE, THENCE IN A STRAIGHT LINE SOUTH 28° 41' 30\"

PARCEL B:
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER 100 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST 140 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 2,387.73 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 375 FEET; THENCE EAST 140 FEET, MORE OR LESS, TO A POINT 100 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTH 375 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT PORTION THEREOF LYING WITHIN LATHROP ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513; ALSO EXCEPT THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821153.

PARCEL C:
THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING WESTERLY OF TRACTS CONVEYED TO THE STATE OF WASHINGTON, BY DEEDS RECORDED MARCH 2, 1953, AUGUST 15, 1957 AND JULY 19, 1966 UNDER AUDITOR'S FILE NOS. 516498, 587782, AND 743347, RESPECTIVELY.

PARCEL D:
THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT OF THE SOUTH LINE OF SAID SECTION 16, 2,299.3 FEET EAST OF ITS SOUTHWEST CORNER; RUNNING THENCE EAST ALONG SAID SOUTH LINE 88.43 FEET; THENCE NORTH 375 FEET; THENCE EAST 240 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE 945 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID NORTH LINE 328 FEET, MORE OR LESS TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 1,320 FEET, MORE OR LESS; TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 30 FEET FOR COUNTY ROAD KNOWN AS LATHROP ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513; ALSO EXCEPTING THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821154. IN THURSTON COUNTY, WASHINGTON.

LAND SURVEYORS NOTES:

- A TYPOGRAPHICAL ERROR APPEARS IN THE PARCEL "A" LEGAL DESCRIPTION, WHICH IS A RESULT OF AN ERROR IN THE VESTING DEED RECORDED UNDER AUDITOR'S FILE NO. 4223491. THE INCORRECT PORTION IS THE BEARING OF SOUTH 28° 41' 30\"
- THIS SURVEY WAS CONDUCTED BY FIELD TRAVERSE METHODS USING A LEICA THREE SECOND TOTAL STATION SURVEY INSTRUMENT. THE RESULTS OF THIS SURVEY EXCEED THE STANDARDS CONTAINED IN WAC 332.130.090.
- ALL CORNERS NOTED AS FOUND WERE VISITED IN AUGUST OF 2013.

SURVEY REFERENCES

- SUBDIVISION GUARANTEE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, THROUGH THEIR AGENT, THURSTON COUNTY TITLE COMPANY DATED MAY 6, 2022 UNDER FILE NO. TH37370
- THURSTON COUNTY HIGH PRECISION SURVEY CONTROL NETWORK
- SR5 RIGHT OF WAY PLANS, MAYTOWN TO TUMWATER, SHEETS 6-12 DATED MAY 1952
- SR5 RIGHT OF WAY PLAN, MAYTOWN TO TUMWATER, LATHROP ROAD INTERCHANGE, SHEET 2 DATED DECEMBER 21, 1965
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 4178427
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 3848391
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 3705330
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 3161359
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 3161358
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 9008090011

TITLE NOTES:

- TITLE INFORMATION DEPICTED/NOTED ON THIS PLAT IS BASED ON SUBDIVISION GUARANTEE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, THROUGH THEIR AGENT, THURSTON COUNTY TITLE COMPANY DATED MAY 6, 2022 UNDER FILE NO. TH37370.
- THE LAND DESCRIBED HEREON HAS BEEN ASSIGNED PROPERTY TAX ACCOUNT NOS. 12716420000, 12716340100, 12716340102 AND 12716340101 BY THURSTON COUNTY.
- INTENTIONALLY OMITTED
- THE LAND DESCRIBED HEREON IS SUBJECT TO AGREEMENT BETWEEN KAUFMAN REAL ESTATE, LLC AND PUGET WESTERN, INC. FOR COST SHARING ASSOCIATED WITH TRAFFIC SIGNAL IMPROVEMENTS, AS DISCLOSED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 4303640.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON FOR ALL OILS, COAL ORES, MINERALS, FOSSILS, ETC., AS RECORDED UNDER VOLUME 174 OF DEEDS PAGE 128. SAID DEED ALSO SUBJECT TO UNLOCATABLE EASEMENT FOR RIGHT OF WAY GRANTED TO THURSTON COUNTY AUGUST 24, 1932 UNDER APPLICATION NO. 1430; ALSO SUBJECT TO AN UN-LOCATABLE EASEMENT FOR RIGHT OF WAY FOR RAILROAD PURPOSES GRANTED TO THE OLYMPIA TERMINAL RAILWAY COMPANY UNDER APPLICATION NO. 8821 THROUGH CERTIFICATE NO. 307, ISSUED JANUARY 8, 1913.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON FOR ALL OILS, COAL, ORES MINERALS, FOSSILS, ETC., AS RECORDED UNDER AUDITOR'S FILE NO. 383226. SAID DEED ALSO SUBJECT TO UNLOCATABLE EASEMENT FOR RIGHT OF WAY GRANTED TO THURSTON COUNTY AUGUST 24, 1932 UNDER APPLICATION NO. 1430; ALSO SUBJECT TO AN UN-LOCATABLE EASEMENT FOR RIGHT OF WAY FOR RAILROAD PURPOSES GRANTED TO THE OLYMPIA TERMINAL RAILWAY COMPANY UNDER APPLICATION NO. 8821 THROUGH CERTIFICATE NO. 307, ISSUED JANUARY 8, 1913.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON FOR ALL OILS, COAL, ORES MINERALS, FOSSILS, ETC., AS RECORDED UNDER AUDITOR'S FILE NO. 462790. SAID DEED ALSO SUBJECT TO UNLOCATABLE EASEMENT FOR RIGHT OF WAY GRANTED TO THURSTON COUNTY AUGUST 24, 1932 UNDER APPLICATION NO. 1430; ALSO SUBJECT TO AN EASEMENT FOR RIGHT OF WAY FOR RAILROAD PURPOSES GRANTED TO THE OLYMPIA TERMINAL RAILWAY COMPANY UNDER APPLICATION NO. 8821 THROUGH CERTIFICATE NO. 307, ISSUED JANUARY 8, 1913.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO RELINQUISHMENT OF CERTAIN RIGHTS, INCLUDING EASEMENTS FOR ACCESS, LIGHT AND AIR AND ALL RIGHTS OF INGRESS AND EGRESS TO, FROM AND BETWEEN SAID LAND AND INTERSTATE HIGHWAY 5 (SR5), AS DISCLOSED BY DEEDS RECORDED UNDER AUDITOR'S FILE NO. S 587782, 743346 AND 743347.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO RIGHTS GRANTED TO THE STATE OF WASHINGTON FOR A DRAINAGE DITCH 30 FEET WIDE BY 170 FEET LONG, AS DISCLOSED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 516498.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO RIGHTS GRANTED TO PACIFIC NORTHWEST PIPELINE CORPORATION IN RIGHT OF WAY CONTRACTS RECORDED UNDER AUDITOR'S FILE NOS. 585288 AND 587077 AND AS AMENDED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 757510. SAID EASEMENT ALSO INCLUDES PROVISIONS FROM TEMPORARY CONSTRUCTION AREAS THAT EXCEED THE LIMITS OF THE PERMANENT EASEMENT. THE EASEMENT NOTED ABOVE CONTAINS AN AMBIGUOUS LEGAL DESCRIPTION; HOWEVER PACIFIC NORTHWEST PIPELINE CORPORATION REPRESENTATIVES ACKNOWLEDGE THE EASEMENT LOCATION SHOWN HEREON DURING SITE CONSTRUCTION AND POT HOLING TO TO CONFIRM ITS LOCATION.
- A PORTION OF THE LAND OF DESCRIBED HEREON IS SUBJECT TO EASEMENT GRANTED TO PUGET SOUND ENERGY RECORDED UNDER AUDITOR'S FILE NO. 4827283.
- A PORTION OF THE LAND OF DESCRIBED HEREON IS SUBJECT TO EASEMENT GRANTED TO PUGET SOUND ENERGY RECORDED UNDER AUDITOR'S FILE NO. 4827352.

August 5, 2022



HATTON GODAT PANTIER
ENGINEERS AND SURVEYORS
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hattonpantier.com

EPP
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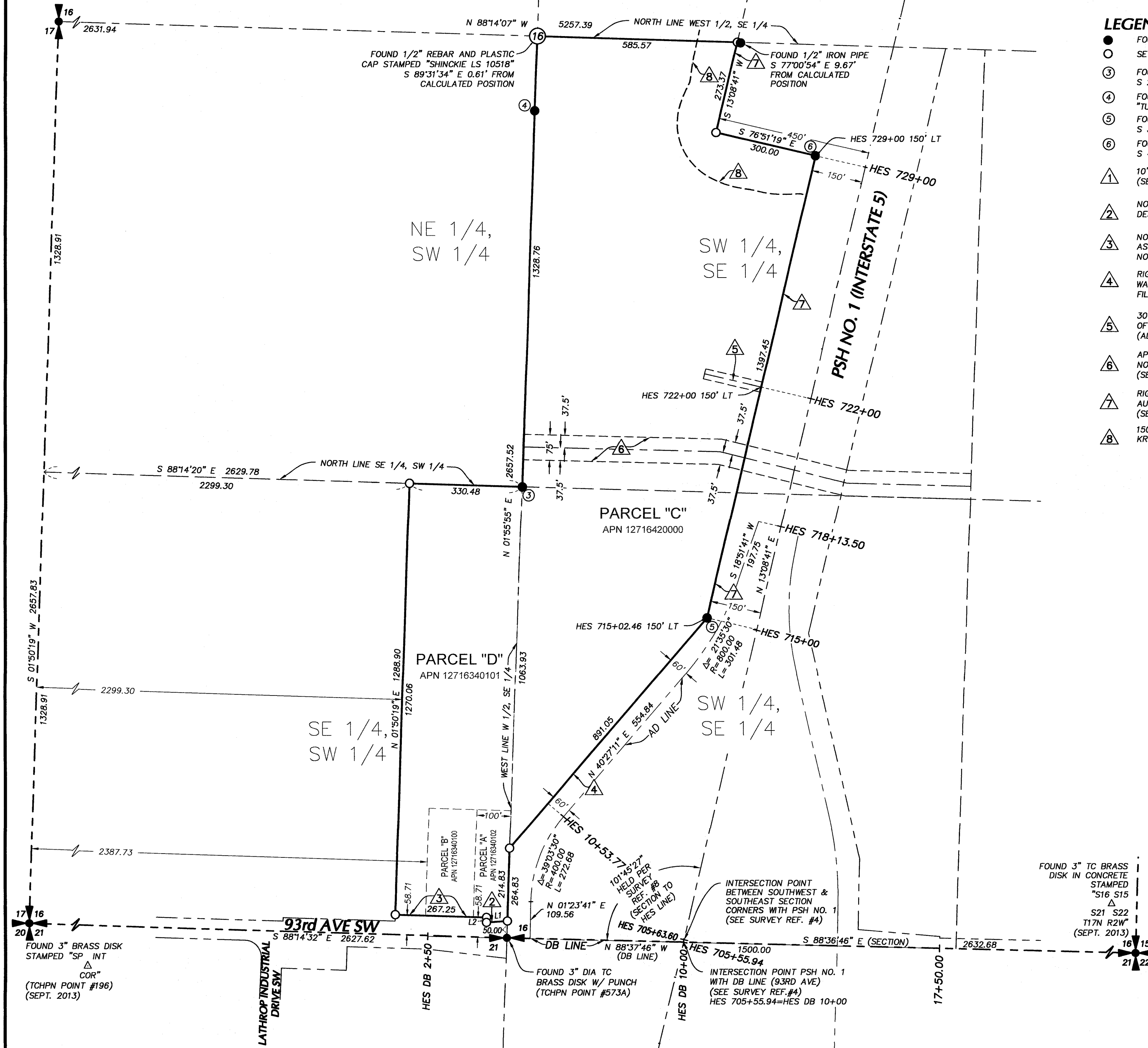
EXHIBIT B

PLAT 4952603 3 of 5

PLAT OF I-5 COMMERCE PLACE

SHEET 3 OF 5

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.



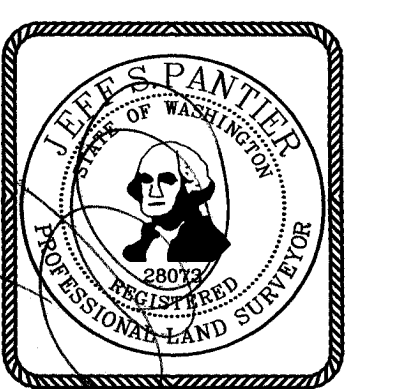
LEGEND

- FOUND AS NOTED
- SET 5/8" REBAR WITH PLASTIC CAP STAMPED "JSP 28073"
- ③ FOUND 1/2" IRON PIPE
S 26°30'9" W 0.52' FROM CALCULATED POSITION
- ④ FOUND 5/8" REBAR AND PLASTIC CAP STAMPED
"TUMWATER LS 19626" ON CALCULATED LINE
- ⑤ FOUND 1/2" REBAR & PLASTIC CAP STAMPED "SCINCKE LS 13518"
S 31°18'54" W 0.34' FROM CALCULATED POSITION
- ⑥ FOUND 4"x4" CONCRETE MONUMENT
S 48°53'1" W 0.78 FROM CALCULATED POSITION
- △ 10' WIDE UTILITY EASEMENT
(SEE EASEMENT PROVISIONS SHEET 1 OF 5)
- △ 2 NORTH LINE RIGHT OF WAY CONVEYED TO THURSTON COUNTY AS
DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 4160513
- △ 3 NORTH LINE RIGHT OF WAY CONVEYED TO THURSTON COUNTY
AS DESCRIBED IN DEEDS RECORDED UNDER AUDITOR'S FILE
NO.'S 4821153, 4821154 & 4821155
- △ 4 RIGHT OF WAY LINE DESCRIBED IN DEED TO THE STATE OF
WASHINGTON DESCRIBED IN DEED RECORDED UNDER AUDITOR'S
FILE NO. 743347 (SEE TITLE NOTE NO. 8)
- △ 5 30' WIDE DRAINAGE EASEMENT DESCRIBED IN DEED TO THE STATE
OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NO. 516498
(ALSO SEE TITLE NOTE NO. 9)
- △ 6 APPROXIMATE LOCATION 75' WIDE EASEMENT GRANTED TO PACIFIC
NORTHWEST PIPELINE, AS DESCRIBED UNDER AUDITOR'S FILE NO. 757510
(SEE TITLE NOTE NO. 10)
- △ 7 RIGHT OF WAY LINE DESCRIBED IN DEED RECORDED UNDER
AUDITOR'S FILE NO.'S 516498 & 743347
(SEE TITLE NOTE NO. 9)
- △ 8 150' WETLAND BUFFER BASED ON REPORT BY
KRIPPNER CONSULTING, LLC DATED JANUARY 30, 2020

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 86°13'49" W	61.42
L2	S 01°45'28" W	14.63

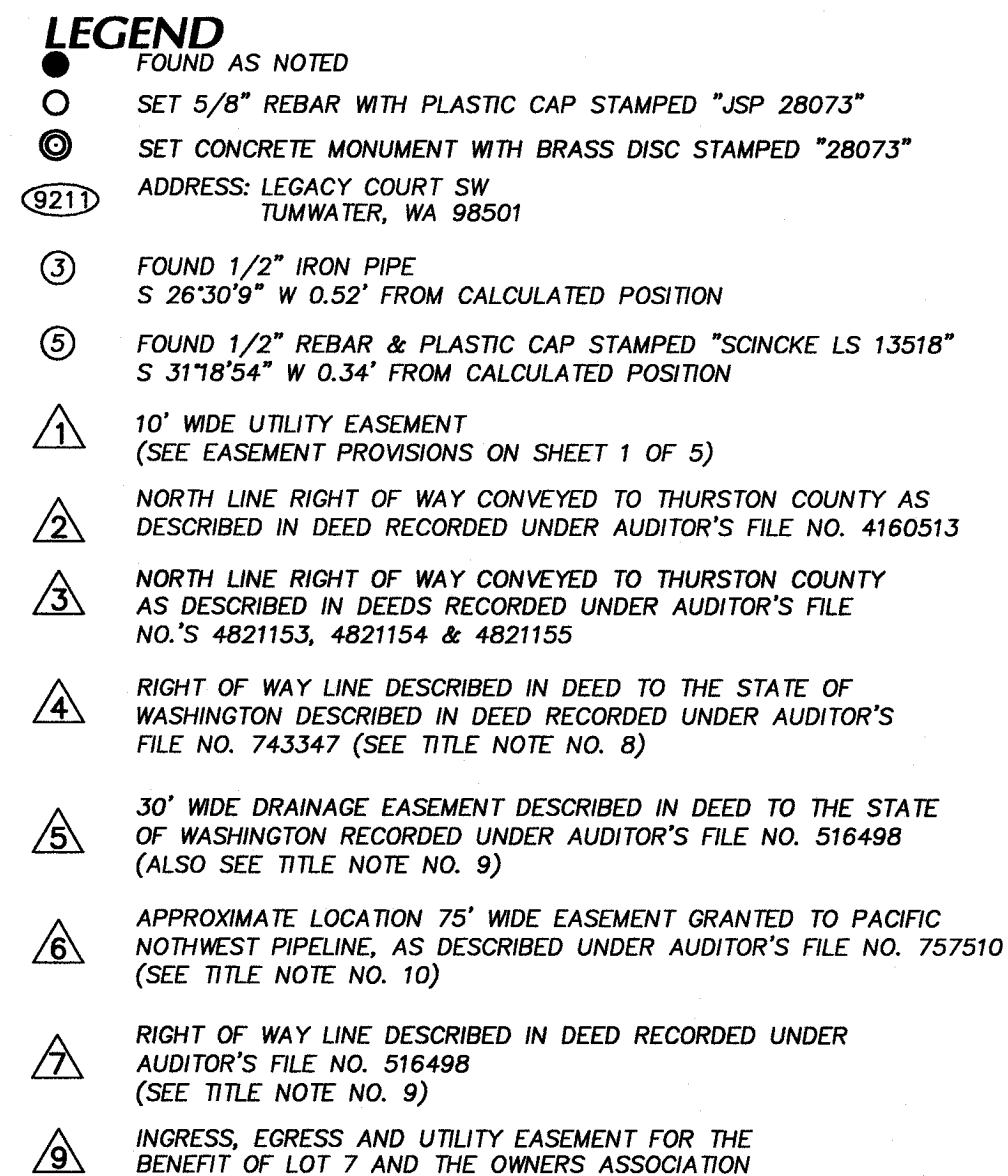


SCALE: 1"=200 FEET




HATTON GODAT PANTIER
ENGINEERS AND SURVEYORS
3910 MARTIN WAY E, SUITE B
OLYMPIA, WA 98506
TEL: 360.943.1599 FAX: 360.357.6299
hattonpantier.com 13-051

PLAT OF I-5 COMMERCE PLACE
A PORTION OF THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST
AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER
OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.

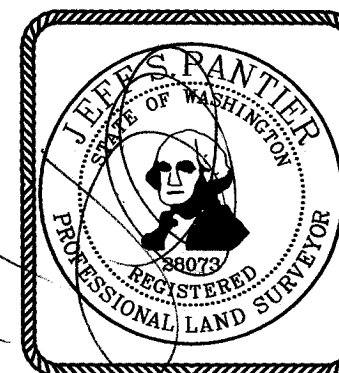


BASIS OF BEARINGS:
THURSTON COUNTY HIGH PRECISION NETWORK
BASED ON CONTROL POINTS #196 AND #573A
EQUAL S SOUTH 88° 14' 32" EAST

SCALE: 1"=100 FEET



A horizontal scale bar with alternating black and white segments. Below the bar, the numbers 50, 100, and 200 are printed, indicating distances in feet. The total length of the bar represents 200 feet.



FOUND 3" TC BRASS
DISK IN CONCRETE
STAMPED
"S16 S15
Δ
S21 S22
T17N R2W"
(SEPT. 2013)

HATTON GODAT PANTIER
ENGINEERS AND SURVEYORS
3910 MARTIN WAY E, SUITE B
OLYMPIA, WA 98506
TEL: 360.943.1599 FAX: 360.357.6299
hattonpantier.com

PLAT 4952603 4 of 5

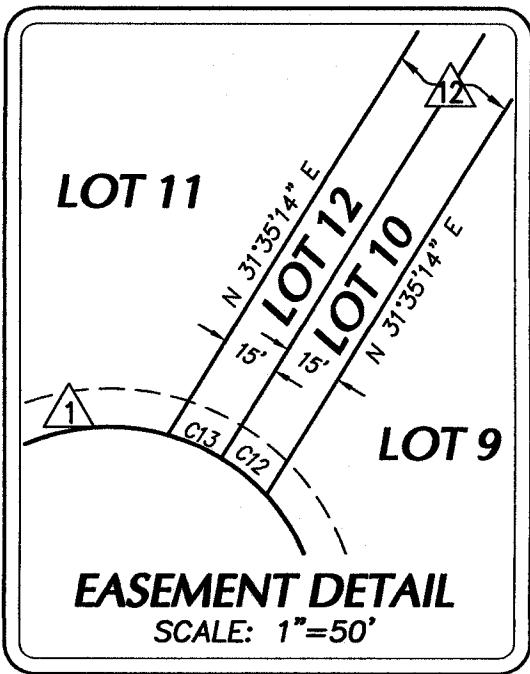
EXHIBIT B

PLAT OF I-5 COMMERCE PLACE

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.

LEGEND

- FOUND AS NOTED
- SET 5/8" REBAR WITH PLASTIC CAP STAMPED "JSP 28073"
- ⊙ SET CONCRETE MONUMENT WITH BRASS DISC STAMPED "28073"
- ⑨010 ADDRESS: LEGACY COURT SW TUMWATER, WA 98501
- ③ FOUND 1/2" IRON PIPE S 26°30'9" W 0.52' FROM CALCULATED POSITION
- ④ FOUND 5/8" REBAR AND PLASTIC CAP STAMPED "TUMWATER LS 19626" ON CALCULATED LINE
- ⑤ FOUND 1/2" REBAR & PLASTIC CAP STAMPED "SCINCKE LS 13518" S 31°18'54" W 0.34' FROM CALCULATED POSITION
- ⑥ FOUND 4"x4" CONCRETE MONUMENT S 48°53'1" W 0.78' FROM CALCULATED POSITION
- ① 10' WIDE UTILITY EASEMENT (SEE EASEMENT PROVISIONS)
- ⑤ 30' WIDE DRAINAGE EASEMENT DESCRIBED IN DEED TO THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NO. 516498 (ALSO SEE TITLE NOTE NO. 9)
- ⑥ APPROXIMATE LOCATION 75' WIDE EASEMENT GRANTED TO PACIFIC NORTHWEST PIPELINE, AS DESCRIBED UNDER AUDITOR'S FILE NO. 757510 (SEE TITLE NOTE NO. 10)
- ⑦ RIGHT OF WAY LINE DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 516498 (SEE TITLE NOTE NO. 9)
- ⑧ 150' WETLAND BUFFER BASED ON REPORT BY KRIPPNER CONSULTING, LLC DATED JANUARY 30, 2020
- ⑩ INGRESS, EGRESS AND UTILITY EASEMENT FOR THE BENEFIT OF LOTS 9, 10, 11, 12 AND TRACT "D"



BASIS OF BEARINGS:
THURSTON COUNTY HIGH PRECISION
NETWORK BASED ON CONTROL
POINTS #196 AND #573A= SOUTH
88°14'32" EAST

SCALE: 1"=100 FEET
0 50 100 200

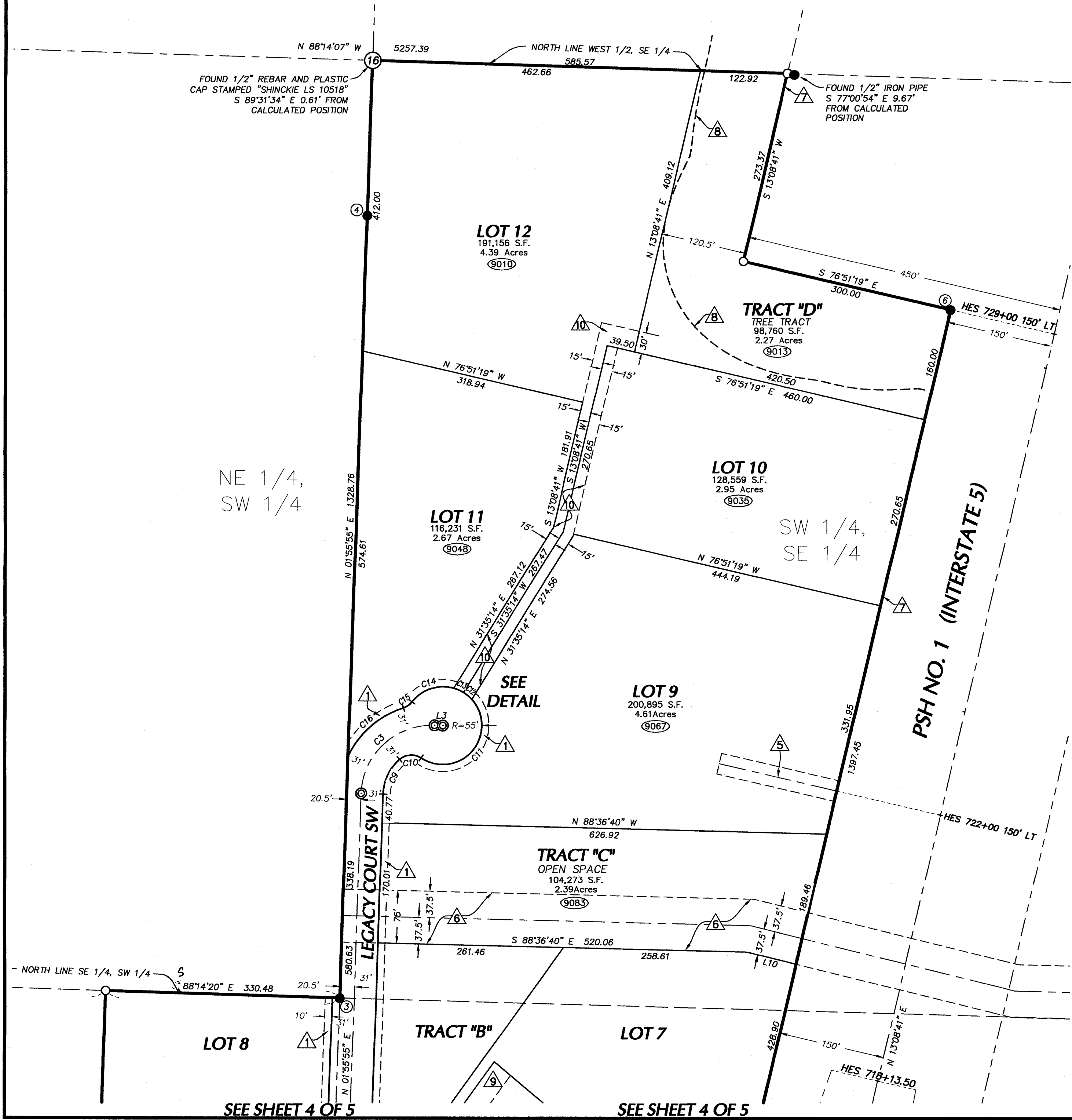


August 31, 2022

HATTON GODAT PANTIER
ENGINEERS AND SURVEYORS
3910 MARTIN WAY E, SUITE B
OLYMPIA, WA 98506
TEL: 360.943.1599 FAX: 360.357.6299
hattonpantier.com

EEP
13-051

PLAT 4952603 5 of 5



SEE SHEET 4 OF 5

SEE SHEET 4 OF 5

CITY OF TUMWATER
PUBLIC WORKS DEPARTMENT
555 ISRAEL ROAD SW
TUMWATER, WA 98501

DOCUMENT TITLE(S)

Storm Water Maintenance Agreement

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

GRANTOR(S) (LAST, FIRST, MIDDLE INITIAL)

Kaufman Real Estate, LLC

GRANTEE(S) (LAST, FIRST, MIDDLE INITIAL)

City of Tumwater

LEGAL DESCRIPTION

Parcel Number 12716340102: Section 16 Township 17 Range 2W Quarter SE SW THE E 100 FT OF THE S 375 FT OF THE SE QTR OF THE SW QTR; EXC THEREFROM THAT PTN CONVEYED TO THE SOW FOR LATHROP RD INTERCHANGE BY INSTRUMENT REC

Parcel Number 12716340100: Section 16 Township 17 Range 2W Quarter SE SW THAT PTN DAF: BEG AT THE SE COR OF SD SUBDIV; TH W ALG THE S LN OF SD SE QTR OF THE SW QTR 100 FT TO THE TPOB; TH CONT W 140 FT, M/L, TO THE E LN

Parcel Number 12716420000:

16-17-2W NW-SE/W2 SW-SE LESS 21.44A H&W LESS 2.20A

Parcel Number 12716340101: Section 16 Township 17 Range 2W Quarter SE SW THAT PTN DAF: BAAP ON THE S LN OF SD SEC 16, 2299.3 FT E OF IT SW COR; RUNN TH E ALG SD S LN 88.43 FT; TH N 375 FT; TH E 240 FT, M/L, TO THE E LN OF SD

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

12716340102, 12716340100, 12716420000, 12716340101



EXHIBIT C

**AGREEMENT TO MAINTAIN
STORM WATER FACILITIES AND TO IMPLEMENT A
POLLUTION SOURCE CONTROL PLAN
BY AND BETWEEN THE CITY OF TUMWATER AND
Kaufman Real Estate, LLC,
AND ITS HEIRS, SUCCESSORS, OR ASSIGNS
(HEREINAFTER "OWNER")**

The upkeep and maintenance of storm water facilities and the implementation of pollution source control best management practices (BMPs) are essential to the protection of water resources in the CITY OF TUMWATER. All property owners are expected to conduct business in a manner that promotes environmental protection. This Agreement contains specific provisions with respect to maintenance of storm water facilities and use of pollution source control BMPs. The authority to require maintenance and pollution source control is provided by Tumwater Municipal Code.

LEGAL DESCRIPTION:

SEE ATTACHED EXHIBIT "A"

RECITALS:

WHEREAS, OWNER is the owner of certain real property in Thurston County, Washington, described as set forth in the legal description contained herein and referred to in this agreement as the "PROPERTY"; and

WHEREAS, in connection with the OWNER'S proposed development of the PROPERTY, the CITY OF TUMWATER has required and OWNER has agreed to construct storm water facilities and to implement a pollution source control plan. The storm water facilities and pollution source control plan were prepared by Hatton Godat Pantier, Inc. for the OWNER'S PROPERTY and is on file with CITY OF TUMWATER; and

WHEREAS, OWNER has constructed improvements, including but not limited to, buildings, pavement, and storm water facilities on the PROPERTY, in order to further the goals of the CITY OF TUMWATER to ensure the protection and enhancement of Tumwater's water resources, CITY OF TUMWATER and OWNER hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

- (1) Implement the storm water facility maintenance program located in the Stormwater Facilities Maintenance Guide of Volume V of the City's 2018 Drainage Design and Erosion Control Manual.
- (2) Comply with Pollution Source Control Requirements located in Volume IV of the City's 2018 Drainage Design and Erosion Control Manual.

EXHIBIT C

- (3) Maintain a record (in the form of a log book) of steps taken to implement the programs referenced in (1) and (2) above. The log book shall be available for inspection by CITY OF TUMWATER at 7711 Martin Way E. during normal business hours. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-up actions recommended. Maintenance items ("problems") listed in Item (1) above shall be inspected as specified in the instructions or more frequently if necessary. OWNER is encouraged to photocopy the individual checklists in Item (2) above and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the log book.
- (4) Submit an annual report to CITY OF TUMWATER regarding implementation of the programs referenced in (1) and (2) above. The report must be submitted on or before May 15th of each calendar year and shall contain, at a minimum, the following:
 - (a) Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.
 - (b) Time period covered by the report.
 - (c) A chronological summary of activities conducted to implement the programs referenced in (1) and (2) above. A photocopy of the applicable sections of the log book with any additional explanation needed shall normally suffice. For any activities conducted by paid parties not affiliated with OWNER, include a copy of the invoice for services.
 - (d) An outline of planned activities for the next year.
- (5) Prevent any unauthorized modifications to the drainage system and prevent it from being dismantled, revised, altered or removed except as necessary for maintenance, repair or replacement. Any such actions will be covered under item (4) above and shall be approved by the CITY OF TUMWATER. Modifications to the storm water quantity control and storm water quality system must be approved in advance by CITY OF TUMWATER and may require the submittal of revised design drawings, supporting calculations, modifications to maintenance requirements, and applications for permits.

CITY OF TUMWATER WILL, AS RESOURCES ALLOW:

- (1) Provide technical assistance to OWNER in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, as CITY OF TUMWATER time and resources permit and at no charge to OWNER.

EXHIBIT C

- (2) Review the annual report and conduct occasional site visits to discuss performance and problems with OWNER.
- (3) Review this agreement with OWNER and modify it as necessary.

REMEDIES:

- (1) If the CITY OF TUMWATER determines that maintenance or repair work is required to be done to the storm water facility existing on the OWNER'S PROPERTY, CITY OF TUMWATER shall give OWNER, and the person or agent in control of said PROPERTY if different, notice of the specific maintenance and/or repair required. CITY OF TUMWATER shall set a reasonable time in which such work is to be completed by the persons who were given notice. If the above required maintenance and/or repair is not completed within the time set by CITY OF TUMWATER, written notice will be sent to the persons who were given notice stating CITY OF TUMWATER'S intention to perform such maintenance and bill the OWNER for all incurred expenses. CITY OF TUMWATER may also adjust storm water utility charges if required maintenance is not performed.
- (2) If at any time CITY OF TUMWATER determines that the existing system creates any imminent threat to public health, welfare or water quality CITY OF TUMWATER may take immediate measures to remedy said threat. No notice to the persons listed in Remedies (1), above, shall be required under such circumstances. All other responsibilities shall remain in effect.
- (3) OWNER grants unrestricted authority to CITY OF TUMWATER for access to any and all storm water system features for the purpose of routine inspections and/or performing maintenance, repair and/or retrofit as may become necessary under Remedies (1) and/or (2).
- (4) OWNER shall assume all responsibility for the cost of any maintenance and for repairs to the storm water facility. Such responsibility shall include reimbursement to CITY OF TUMWATER within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by CITY OF TUMWATER will be borne by the OWNER.
- (5) OWNER hereby grants to the CITY OF TUMWATER a lien against the above-described PROPERTY in an amount equal to the cost incurred by CITY OF TUMWATER to perform the maintenance or repair work described herein, including interest and fees described in Remedies (4), above.

This Agreement is intended to protect the value and desirability of the real PROPERTY described above and to benefit all the citizens of the CITY OF TUMWATER. It shall run with the land, and touch and concern the land, and be binding on all parties having or acquiring from OWNER or their successors any right, title, or interest in the

EXHIBIT C

PROPERTY or any part thereof, as well as their title, or interest in the PROPERTY or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said PROPERTY or any part thereof, or interest therein, and to the benefit of all citizens of the CITY OF TUMWATER.

Dated at Tumwater, Washington, this 6th day of September, 2021.

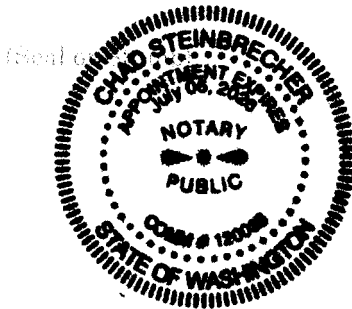
OWNER:

[Signature]
 Signature
 Name: John Kaufman
 Title: Vice President
 Address: 7923 Sweet Land Tumwater
WA 98601

State of Washington)
)ss
 County of Thurston)

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

Dated: 9-6-2021



[Signature]
 (Signature)
 Notary Public in and for the State of
 Washington.
 My appointment expires 7-5-2026.

For Clarity expiration date
 July 5, 2026, Commission
 # 120038

CITY OF TUMWATER:

APPROVED as to form only:

Designated by:
karen kirkpatrick
 City Attorney

ACCEPTED BY:

[Signature]
 Water Resources & Sustainability Director

For Clarity:
 9C2747F30AD6419

EXHIBIT C

EXHIBIT A
I-5 COMMERCE PLACE
13-051
LEGAL DESCRIPTION

PARCEL A:

THAT PORTION OF THE SOUTH 375 FEET OF THE EAST 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER STATION AD 10+53.77 P.C., AS SHOWN ON SHEET 2 OF 3 SHEETS OF HIGHWAY ENGINEERS MAP, DATED DECEMBER 21, 1965 AND 60 FEET DISTANT NORTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM THE AD CENTERLINE OF PRIMARY STATE NO. 1 (SR-5) MAYTOWN TO TUMWATER, LATHROP ROAD INTERCHANGE, THENCE IN A STRAIGHT LINE SOUTH 28° 41' 30" WEST TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT OPPOSITE HIGHWAY ENGINEERS STATION DB 4+85, AS SHOWN ON SAID MAP, AND 40 FEET DISTANT NORTHERLY THEREFROM; THENCE CONTINUING WESTERLY PARALLEL WITH SAID DB CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER STATION DB 2+50 AND THE END OF THIS LINE DESCRIPTION. EXCEPT COUNTY ROAD KNOWN AS LATHROP ROAD.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER 100 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST 140 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 2,387.73 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 375 FEET; THENCE EAST 140 FEET, MORE OR LESS, TO A POINT 100 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTH 375 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT PORTION THEREOF LYING WITHIN LATHROP ROAD.

PARCEL C:

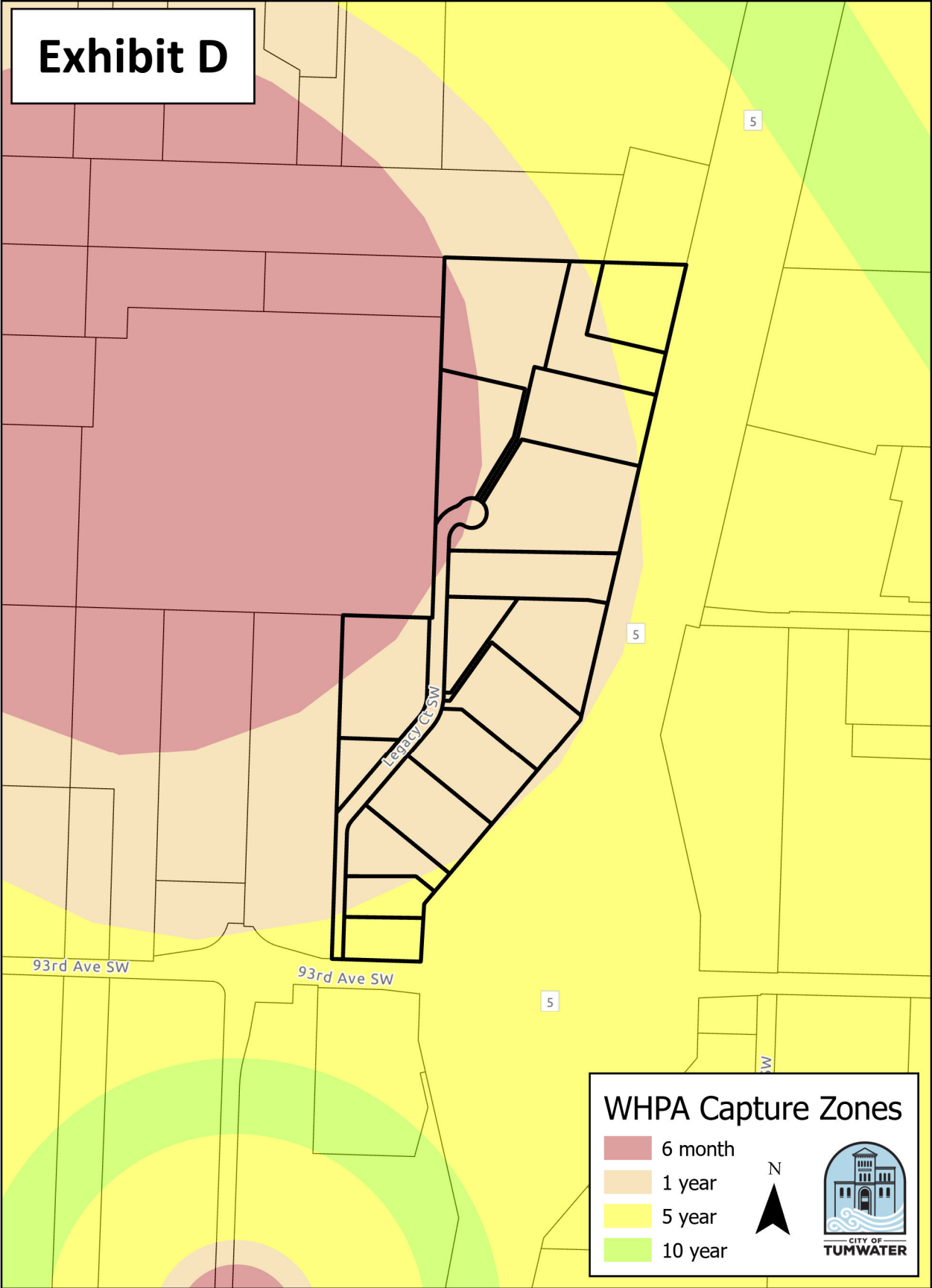
THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING WESTERLY OF TRACTS CONVEYED TO THE STATE OF WASHINGTON, BY

EXHIBIT C

DEEDS RECORDED MARCH 2, 1953, AUGUST 15, 1957 AND JULY 19, 1966 UNDER AUDITOR'S FILE NOS. 516498, 587782, AND 743347, RESPECTIVELY.

PARCEL D:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT OF THE SOUTH LINE OF SAID SECTION 16, 2,299.3 FEET EAST OF ITS SOUTHWEST CORNER; RUNNING THENCE EAST ALONG SAID SOUTH LINE 88.43 FEET; THENCE NORTH 375 FEET, THENCE EAST 240 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE 945 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID NORTH LINE 328 FEET, MORE OR LESS TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 1,320 FEET, MORE OR LESS; TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 30 FEET FOR COUNTY ROAD KNOW AS LATHROP ROAD, IN THURSTON COUNTY, WASHINGTON.



TO: City Council
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: July 16, 2024
 SUBJECT: Israel Road and Linderson Way Pedestrian and Bicycle Improvement Project – Authority to Solicit Bids and Recommend Award

1) Recommended Action:

Authorize the (1) Mayor to sign a Public Works contract with Miles Resources, LLC. of Puyallup, Washington, in the amount of \$1,963,723.00, for the Israel Road and Linderson Way Pedestrian and Bicycle Improvements project, (2) authorize road closures and detours within the project vicinity for the duration of the project, and (3) authorize night work adjacent to the residentially zoned property when necessary to reduce impacts to the public and avoid impact to critical public services.

The above action was recommended for approval by Public Works Committee at the February 8, 2024 meeting.

2) Background:

This project will focus on multi-modal improvements on Israel Road from Linderson Way to Capitol Boulevard. The project includes 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. Road striping will be revised to provide six-foot-wide bike lanes by narrowing the through lanes to ten feet. Sidewalk ramps and driveways will be reconstructed to meet current ADA requirements. The pedestrian crossing at New Market Street, adjacent to the library, will be upgraded with a central refuge island and rectangular flashing crossing beacons.

Due to the complexity of the project, multiple access points within the project limits, and presence of vital City services, the school, and transit, , staff is requesting authority to approve night work in residential areas and traffic detours to reroute traffic away from the construction operations when needed. This will reduce the overall impact to the public, improve the quality of work, decrease costs, reduce overall project duration, and increase safety for project personnel and the public.

Bids for the project were opened on June 28th, 2024. Five bids were received ranging from \$1,963,723.00 to \$3,000,647.00. The Engineer's estimate for the construction contract is \$1,832,392.67. The low bidder, Miles Resources LLC is within 10% of the Engineers estimate.

3) Policy Support:

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

4) Alternatives:

☐ Reject the bids and revise/re-advertise the project.

- ☐ Reject the bids and cancel the project.

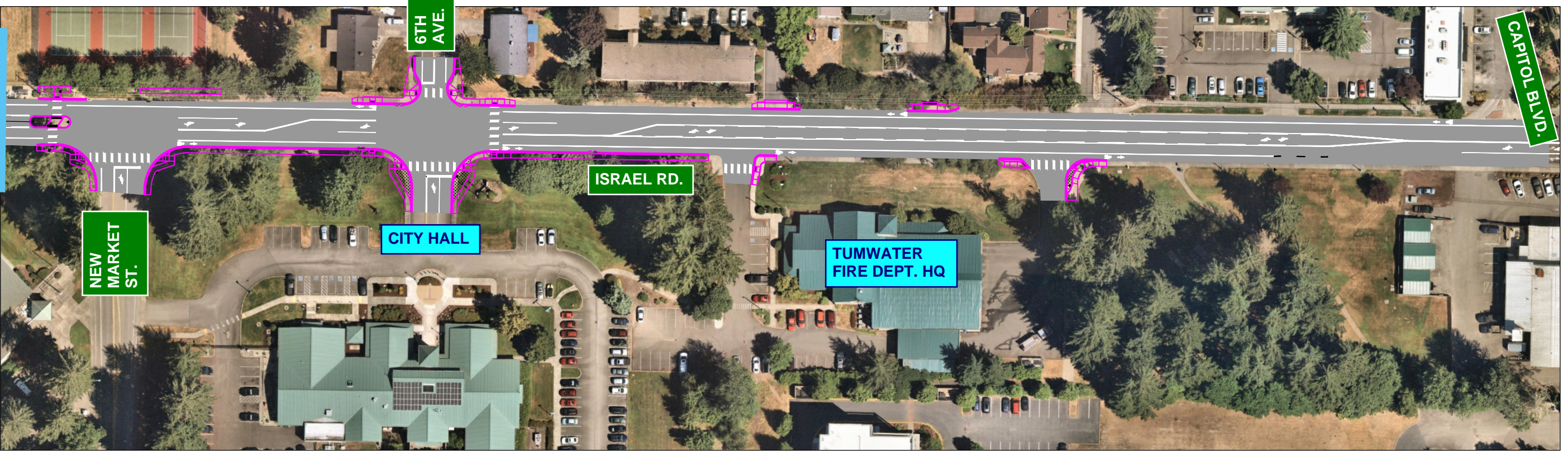
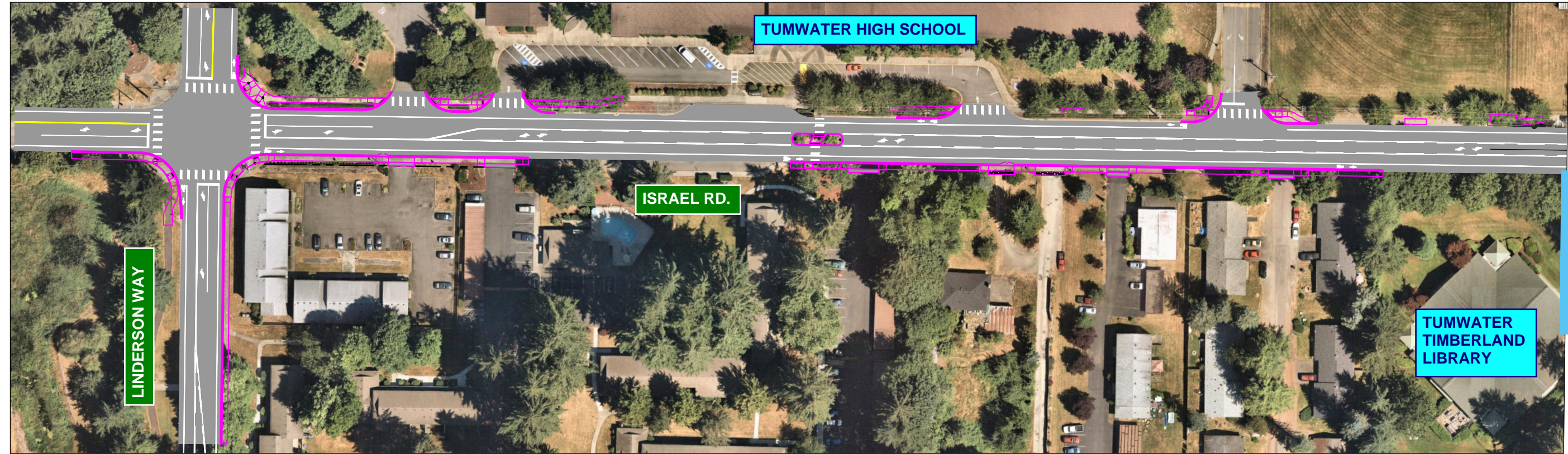
5) Fiscal Notes:

This project is funded in part by two federal grants totaling \$903,700, administered and awarded by Thurston Regional Planning Council. Local funding match comes from the TBD and Transportation CFP.

6) Attachments:

- A. Project Overview
- B. Bid Tabulation

Attachment A - Project Overview



Attachment B - Bid Tabulation															
Item 5h.		Official Bid Tabulation													
BID TABULATION SHEET (Page 1)		Bid Opening 6/28/2024													
Israel Rd. and Linderson Way - Ped & Bike															
Project No. 2020031															
				Engineer's Estimate		BID #1		BID #2		BID #3		BID #4		BID #5	
				Miles Resources, LLC		Reed Trucking & Excavating, Inc.		Northwest Cascade, Inc.		Lakeside Industries		Granite Construction Company			
ITEM	Schedule	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Roadway Surveying	1	L.S.	\$15,000.00	\$15,000.00	\$20,200.00	\$20,200.00	\$22,000.00	\$22,000.00	\$21,000.00	\$21,000.00	\$21,820.00	\$21,820.00	\$25,000.00	\$25,000.00
2	ADA Features Surveying	1	L.S.	\$20,000.00	\$20,000.00	\$7,100.00	\$7,100.00	\$8,000.00	\$8,000.00	\$7,500.00	\$7,500.00	\$7,680.00	\$7,680.00	\$8,500.00	\$8,500.00
3	SPCC Plan	1	L.S.	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,115.00	\$1,115.00	\$200.00	\$200.00
4	Mobilization	1	LS.	\$119,683.17	\$119,683.17	\$105,000.00	\$105,000.00	\$200,000.00	\$200,000.00	\$195,000.00	\$195,000.00	\$205,000.00	\$205,000.00	\$270,800.00	\$270,800.00
5	Minor Change	25,000	EST	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00
6	Project Temporary Traffic Control	1	LS.	\$157,000.00	\$157,000.00	\$215,000.00	\$215,000.00	\$160,000.00	\$160,000.00	\$185,000.00	\$185,000.00	\$457,400.00	\$457,400.00	\$480,000.00	\$480,000.00
7	Portable Changeable Message Sign	8,736	HR	\$3.50	\$30,576.00	\$0.25	\$2,184.00	\$3.00	\$26,208.00	\$4.00	\$34,944.00	\$5.00	\$43,680.00	\$2.25	\$19,656.00
8	Work Zone Safety Contingency	1	EST.	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
9	Clearing, Grubbing, and Roadside Cleanup	1	L.S.	\$20,000.00	\$20,000.00	\$15,500.00	\$15,500.00	\$15,000.00	\$15,000.00	\$26,000.00	\$26,000.00	\$35,420.00	\$35,420.00	\$22,000.00	\$22,000.00
10	Removal of Structures and Obstructions	1	L.S.	\$10,000.00	\$10,000.00	\$5,650.00	\$5,650.00	\$10,000.00	\$10,000.00	\$23,000.00	\$23,000.00	\$98,325.00	\$98,325.00	\$8,000.00	\$8,000.00
11	Removing Pavement, Sidewalk, Curb, and Gutter	2554	SY.	\$17.50	\$44,695.00	\$48.00	\$122,592.00	\$20.00	\$51,080.00	\$12.00	\$30,648.00	\$34.00	\$86,836.00	\$65.00	\$166,010.00
12	Roadway Excavation Incl. Haul	175	CY.	\$75.00	\$13,125.00	\$55.00	\$9,625.00	\$60.00	\$10,500.00	\$42.00	\$7,350.00	\$122.00	\$21,350.00	\$80.00	\$14,000.00
13	Crushed Surfacing Base Course	1565	TON	\$40.00	\$62,600.00	\$35.00	\$54,775.00	\$50.00	\$78,250.00	\$39.50	\$61,817.50	\$55.00	\$86,075.00	\$32.00	\$50,080.00
14	HMA Class 1/2 In. PG 58V-22, Fiber Reinforced	2,050	TON	\$145.00	\$297,250.00	\$150.00	\$307,500.00	\$175.00	\$358,750.00	\$185.00	\$379,250.00	\$167.00	\$342,350.00	\$180.00	\$369,000.00
15	HMA for Repair Cl. 1/2 In. PG 58V-22	1,125	TON	\$175.00	\$196,875.00	\$157.00	\$176,625.00	\$180.00	\$202,500.00	\$195.00	\$219,375.00	\$243.00	\$273,375.00	\$350.00	\$393,750.00
16	Pavement Repair Excavation Incl. Haul	6375	SY.	\$6.00	\$38,250.00	\$4.00	\$25,500.00	\$10.00	\$63,750.00	\$11.00	\$70,125.00	\$16.00	\$102,000.00	\$12.00	\$76,500.00
17	Roadway Repair Excavation Incl. Haul	1250	SY.	\$22.25	\$27,812.50	\$23.00	\$28,750.00	\$16.00	\$20,000.00	\$21.00	\$26,250.00	\$21.00	\$26,250.00	\$100.00	\$125,000.00
18	Planing Bituminous Pavement	9300	SY.	\$5.00	\$46,500.00	\$10.00	\$93,000.00	\$8.00	\$74,400.00	\$6.00	\$55,800.00	\$10.00	\$93,000.00	\$3.00	\$27,900.00
19	Textured and Pigmented Cement Conc.	35	SY.	\$175.00	\$6,125.00	\$245.00	\$8,575.00	\$250.00	\$8,750.00	\$300.00	\$10,500.00	\$260.00	\$9,100.00	\$300.00	\$10,500.00
20	12 In. Diam. HDPE Storm Sewer Pipe	110	LF.	\$115.00	\$12,650.00	\$175.00	\$19,250.00	\$120.00	\$13,200.00	\$122.00	\$13,420.00	\$78.00	\$8,580.00	\$18.00	\$1,980.00
21	Catch Basin Type 2, 72 In. Diam.	1	EACH	\$12,000.00	\$12,000.00	\$12,880.00	\$12,880.00	\$12,500.00	\$12,500.00	\$7,562.00	\$7,562.00	\$23,200.00	\$23,200.00	\$20,000.00	\$20,000.00
22	Connect to Existing Storm Main	3	EACH	\$1,500.00	\$4,500.00	\$770.00	\$2,310.00	\$1,000.00	\$3,000.00	\$1,485.00	\$4,455.00	\$4,640.00	\$13,920.00	\$1,000.00	\$3,000.00
23	Adjust Manhole	19	EACH	\$1,000.00	\$19,000.00	\$1,300.00	\$24,700.00	\$1,000.00	\$19,000.00	\$630.00	\$11,970.00	\$1,780.00	\$33,820.00	\$1,750.00	\$33,250.00
24	Adjust Catch Basin	21	EACH	\$1,000.00	\$21,000.00	\$1,300.00	\$27,300.00	\$650.00	\$13,650.00	\$630.00	\$13,230.00	\$1,660.00	\$34,860.00	\$1,750.00	\$36,750.00
25	Catch Basin Type 1	2	EACH	\$2,000.00	\$4,000.00	\$4,400.00	\$8,800.00	\$2,500.00	\$5,000.00	\$2,095.00	\$4,190.00	\$3,670.00	\$7,340.00	\$6,000.00	\$12,000.00
26	Catch Basin Type 1 with Curb Inlet	1	EACH	\$2,300.00	\$2,300.00	\$5,350.00	\$5,350.00	\$2,500.00	\$2,500.00	\$2,298.00	\$2,298.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
27	Catch Basin Type 2, 48 In. Diam.	3	EACH	\$5,000.00	\$15,000.00	\$7,750.00	\$23,250.00	\$6,500.00	\$19,500.00	\$4,375.00	\$13,125.00	\$12,830.00	\$38,490.00	\$9,000.00	\$27,000.00
28	Connect to Existing Catch Basin	1	EACH	\$1,500.00	\$1,500.00	\$680.00	\$680.00	\$500.00	\$500.00	\$1,585.00	\$1,585.00	\$4,640.00	\$4,640.00	\$1,500.00	\$1,500.00
29	Controlled Density Fill	100	CY.	\$200.00	\$20,000.00	\$170.00	\$17,000.00	\$250.00	\$25,000.00	\$210.00	\$21,000.00	\$245.00	\$24,500.00	\$250.00	\$25,000.00
30	Adjust Valve Box	57	EACH	\$600.00	\$34,200.00	\$1,075.00	\$61,275.00	\$500.00	\$28,500.00	\$675.00	\$38,475.00	\$1,225.00	\$69,825.00	\$1,000.00	\$57,000.00
31	ESC Lead	20	DAY	\$250.00	\$5,000.00	\$20.00	\$400.00	\$50.00	\$1,000.00	\$122.00	\$2,440.00	\$90.00	\$1,800.00	\$75.00	\$1,500.00
32	Erosion/Water Pollution Control	5,000	EST	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
33	Inlet Protection	22	EACH	\$125.00	\$2,750.00	\$100.00	\$2,200.00	\$100.00	\$2,200.00	\$85.00	\$1,870.00	\$170.00	\$3,740.00	\$120.00	\$2,640.00
34	PSIPE Carpinus Betelus "Fastigiata"	17	EACH	\$700.00	\$11,900.00	\$150.00	\$2,550.00	\$1,300.00	\$22,100.00	\$1,425.00	\$24,225.00	\$610.00	\$10,370.00	\$1,500.00	\$25,500.00
35	PSIPE Nandina Domestica 'Fire Power'	30	EACH	\$200.00	\$6,000.00	\$150.00	\$4,500.00	\$45.00	\$1,350.00	\$38.00	\$1,140.00	\$90.00	\$2,700.00	\$35.00	\$1,050.00
36	Landscaping and Irrigation Repair	5,000	EST	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
37	Cement Conc. Traffic Curb and Gutter	2,600	L.F.	\$40.00	\$104,000.00	\$28.00	\$72,800.00	\$35.00	\$91,000.00	\$33.00	\$85,800.00	\$50.00	\$130,000.00	\$40.00	\$104,000.00
38	Cement Conc. Traffic Curb	250	L.F.	\$40.00	\$10,000.00	\$28.00	\$7,000.00	\$40.00	\$10,000.00	\$34.00	\$8,500.00	\$50.00	\$12,500.00	\$40.00	\$10,000.00
39	Cement Conc. Pedestrian Curb	750	L.F.	\$42.50	\$31,875.00	\$31.00	\$23,250.00	\$37.00	\$27,750.00	\$36.00	\$27,000.00	\$50.00	\$37,500.00	\$30.00	\$22,500.00
40	Raised Pavement Marker Type 1	19	HUN	\$500.00	\$9,500.00	\$508.00	\$9,652.00	\$500.00	\$9,500.00	\$540.00	\$10,260.00	\$550.00	\$10,450.00	\$460.00	\$8,740.00
41	Raised Pavement Marker Type 2	7	HUN	\$625.00	\$4,375.00	\$1,075.00	\$7,525.00	\$1,100.00	\$7,700.00	\$1,120.00	\$7,840.00	\$1,160.00	\$8,120.00	\$1,000.00	\$7,000.00
42	Temporary Chain Link Fence	615	LF.	\$8.00	\$4,920.00	\$4.00	\$2,460.00	\$15.00	\$9,225.00	\$4.00	\$2,460.00	\$4.00	\$2,460.00	\$12.00	\$7,380.00
43	Monument Case and Cover	1	EACH	\$1,500.00	\$1,500.00	\$1,150.00	\$1,150.00	\$2,500.00	\$2,500.00	\$1,060.00	\$1,060.00	\$1,100.00	\$1,100.00	\$3,500.00	\$3,500.00
44	Cement Conc. Sidewalk, Driveways, and Curb Ramps	1,860	SY.	\$80.00	\$148,800.00	\$98.00	\$182,280.00	\$116.50	\$216,690.00	\$121.00	\$225,060.00	\$127.00	\$236,220.00	\$115.00	\$213,900.00
45	Rectangular Rapid Flashing Beacon	1	L.S.	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$90,000.00	\$90,000.00	\$81,000.00	\$81,000.00	\$101,900.00	\$101,900.00	\$65,000.00	\$65,000.00
46	Accessible Pushbutton System	6	EACH	\$10,000.00	\$60,000.00	\$10,000.00	\$60,000.00	\$15,000.00	\$90,000.00	\$15,000.00	\$90,000.00	\$13,750.00	\$82,500.00	\$17,500.00	\$105,000.00
47	Permanent Signing	1	L.S.	\$7,000.00	\$7,000.00	\$13,000.00	\$13,000.00	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00	\$14,135.00	\$14,135.00	\$17,000.00	\$17,000.00
48	Plastic Crosswalk Line	1,560	S.F.	\$10.00	\$15,600.00	\$13.50	\$21,060.00	\$14.00	\$21,840.00	\$15.00	\$23,400.00	\$15.00	\$23,400.00	\$15.00	\$23,400.00
49	Plastic Wide Lane Line	5,600	L.F.	\$5.50	\$30,800.00	\$5.00	\$28,000.00	\$5.50	\$30,800.00	\$6.00	\$33,600.00	\$5.50	\$30,800.00	\$5.00	\$28,000.00
50	Plastic Stop Line	192	L.F.	\$15.00	\$2,880.00	\$17.00	\$3,264.00	\$20.00	\$3,840.00	\$20.00	\$3,840.00	\$18.00	\$3,456.00	\$15.00	\$2,880.00
51	Plastic Traffic Arrow	28	EACH	\$400.00	\$11,200.00	\$460.00	\$12,880.00	\$475.00	\$13,300.00	\$500.00	\$14,000.00	\$500.00	\$14,000.00	\$500.00	\$14,000.00
52	Plastic Bicycle Lane Symbol	14	EACH	\$600.00	\$8,400.00	\$520.00	\$7,280.00	\$550.00	\$7,700.00	\$540.00	\$7,560.00	\$560.00	\$7,840.00	\$500.00	\$7,000.00
53	Temporary Pavement Marking	6,600	L.F.	\$1.25	\$8,250.00	\$1.00	\$6,600.00	\$2.00	\$13,200.00	\$1.00	\$6,600.00	\$0.50	\$3,300.00	\$0.80	\$5,280.00
Project Total				\$1,832,392.67		\$1,963,723.00		\$2,167,234.00		\$2,184,025.50		\$2,948,243.00		\$3,000,647.00	



TO: City Council
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: July 16, 2024
 SUBJECT: Linwood Avenue Sidewalk Susitna Lane to 2nd Avenue – Authority to Solicit Bids and Recommend Award

1) Recommended Action:

Authorize the Mayor to sign a Public Works contract with Northwest Cascade, Inc. Puyallup, Washington, in the amount of \$1,451,572.00, for the Linwood Avenue Sidewalk, Susitna Lane to 2nd Avenue project.

Award of contract is conditional upon TIB approval.

The above action was recommended for approval by Public Works Committee at the June 6, 2024 meeting.

2) Background:

This project will focus on multi-modal improvements on Linwood Avenue from Susitna Lane to 2nd Avenue with primary focus on pedestrian and bicycle safety improvements. The project will construct new sidewalk and fill-in sections of missing sidewalk along Linwood Avenue and adjacent streets to complete a walkable path between residential neighborhoods and Michael T. Simmons elementary school. Traffic curb bulb-outs will be constructed at select locations to identify parking areas, provide traffic calming, and reduce vehicle travel speeds. Other improvements will include upgrades to existing sidewalk ramps to new ADA standards, concrete driveways, stormwater improvements, asphalt pavement overlay, roadway pavement marking, and signage upgrades.

Bids for the project were opened on July 10th, 2024. Five (5) bids were received ranging from \$1,451,572.00 to \$1,777,941. The Engineer's estimate for the construction contract is \$1,497,819.60.

The low bidder, Northwest Cascade, Inc. is within 10% of the Engineers estimate.

3) Policy Support:

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

4) Alternatives:

- ☐ Reject bids and revise/re-advertise the project.
 - ☐ Reject the bids and cancel the project.
-

5) Fiscal Notes:

The project is funded in part by the Transportation Improvement Board (TIB) Fuel Tax Agreement. A total of \$393,750 has been awarded to this project. Local funding match comes from the TBD and Transportation CFP.



6) Attachments:

- A. Project Overview
- B. Bid Tabulation

LINWOOD AVENUE SIDEWALK, SUSITNA LANE TO 2ND AVENUE



LEGEND

-  SIDEWALK/DRIVEWAY/ADA RAMP IMPROVEMENTS
-  MILL AND INLAY

Attachment B - Bid Tabulation

				Engineer's Estimate		BID #1 Northwest Cascade, Inc.		BID #2 Reed Trucking and Excavating, Inc.		BID #3 Sound Pacific Construction, LLC.		BID #4 Granite Construction Company		BID #5 P&A Civil, LLC	
ITEM	Schedule	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Construction Surveying, Staking, and Record Drawings	1	L.S.	\$25,000.00	\$25,000.00	\$30,690.00	\$30,690.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
2	SPCC Plan	1	L.S.	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$2,500.00	\$2,500.00
3	Mobilization	1	L.S.	\$110,949.60	\$110,949.60	\$141,250.00	\$141,250.00	\$125,000.00	\$125,000.00	\$135,000.00	\$135,000.00	\$118,500.00	\$118,500.00	\$98,000.00	\$98,000.00
4	Minor Change	50000	EST.	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00
5	Project Temporary Traffic Control	1	L.S.	\$6,000.00	\$6,000.00	\$2,265.00	\$2,265.00	\$35,000.00	\$35,000.00	\$11,000.00	\$11,000.00	\$20,000.00	\$20,000.00	\$55,000.00	\$55,000.00
6	Flaggers	1,440	HR	\$85.00	\$122,400.00	\$75.00	\$108,000.00	\$70.00	\$100,800.00	\$75.00	\$108,000.00	\$93.00	\$133,920.00	\$80.00	\$115,200.00
7	Traffic Control Supervisor	1	L.S.	\$32,400.00	\$32,400.00	\$35,755.00	\$35,755.00	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$80,000.00	\$80,000.00	\$35,000.00	\$35,000.00
8	Portable Changeable Message Sign	7,392	HR	\$4.00	\$29,568.00	\$4.00	\$29,568.00	\$2.00	\$14,784.00	\$7.00	\$51,744.00	\$2.00	\$14,784.00	\$1.00	\$7,392.00
9	Clearing, Grubbing, and Roadside Cleanup	1	L.S.	\$30,000.00	\$30,000.00	\$19,760.00	\$19,760.00	\$7,500.00	\$7,500.00	\$33,000.00	\$33,000.00	\$35,000.00	\$35,000.00	\$55,000.00	\$55,000.00
10	Removal of Structures and Obstructions	1	L.S.	\$15,000.00	\$15,000.00	\$26,895.00	\$26,895.00	\$7,500.00	\$7,500.00	\$45,000.00	\$45,000.00	\$20,000.00	\$20,000.00	\$55,000.00	\$55,000.00
11	Removing Pavement, Sidewalk, Curb, and Gutter	3280	S.Y.	\$17.50	\$57,400.00	\$11.00	\$36,080.00	\$20.00	\$65,600.00	\$33.00	\$108,240.00	\$25.00	\$82,000.00	\$30.00	\$98,400.00
12	Crushed Surfacing Top Course	280	TON	\$45.00	\$12,600.00	\$39.00	\$10,920.00	\$60.00	\$16,800.00	\$65.00	\$18,200.00	\$35.00	\$9,800.00	\$48.00	\$13,440.00
13	Crushed Surfacing Base Course	580	TON	\$45.00	\$26,100.00	\$41.00	\$23,780.00	\$50.00	\$29,000.00	\$45.00	\$26,100.00	\$65.00	\$37,700.00	\$48.00	\$27,840.00
14	HMA Class 1/2 In. PG 58V-22, Fiber Reinforced	1,110	TON	\$145.00	\$160,950.00	\$185.00	\$205,350.00	\$155.00	\$172,050.00	\$147.00	\$163,170.00	\$175.00	\$194,250.00	\$185.00	\$205,350.00
15	HMA for Repair Cl. 1/2 In. PG 58V-22	400	TON	\$225.00	\$90,000.00	\$192.00	\$76,800.00	\$190.00	\$76,000.00	\$172.00	\$68,800.00	\$295.00	\$118,000.00	\$170.00	\$68,000.00
16	Planing Bituminous Pavement	8870	S.Y.	\$6.00	\$53,220.00	\$6.00	\$53,220.00	\$8.00	\$70,960.00	\$5.50	\$48,785.00	\$4.00	\$35,480.00	\$20.00	\$177,400.00
17	Pavement Repair Excavation Incl. Haul	300	S.Y.	\$7.00	\$2,100.00	\$6.00	\$1,800.00	\$20.00	\$6,000.00	\$40.00	\$12,000.00	\$45.00	\$13,500.00	\$90.00	\$27,000.00
18	Roadway Repair Excavation Incl. Haul	450	S.Y.	\$18.00	\$8,100.00	\$18.00	\$8,100.00	\$20.00	\$9,000.00	\$40.00	\$18,000.00	\$55.00	\$24,750.00	\$140.00	\$63,000.00
19	Textured and Pigmented Cement Concrete	17	S.Y.	\$100.00	\$1,700.00	\$415.00	\$7,055.00	\$300.00	\$5,100.00	\$115.00	\$1,955.00	\$225.00	\$3,825.00	\$250.00	\$4,250.00
20	Precast Concrete Retaining Wall	270	S.F.	\$75.00	\$20,250.00	\$80.00	\$21,600.00	\$50.00	\$13,500.00	\$65.00	\$17,550.00	\$100.00	\$27,000.00	\$80.00	\$21,600.00
21	12 In. Diam. HDPE Storm Sewer Pipe	65	L.F.	\$115.00	\$7,475.00	\$140.00	\$9,100.00	\$175.00	\$11,375.00	\$70.00	\$4,550.00	\$250.00	\$16,250.00	\$95.00	\$6,175.00
22	Catch Basin Type 1	7	EACH	\$2,100.00	\$14,700.00	\$1,770.00	\$12,390.00	\$2,200.00	\$15,400.00	\$2,600.00	\$18,200.00	\$3,500.00	\$24,500.00	\$1,800.00	\$12,600.00
23	Bio-Infiltration Gallery	200	L.F.	\$200.00	\$40,000.00	\$135.00	\$27,000.00	\$100.00	\$20,000.00	\$120.00	\$24,000.00	\$185.00	\$37,000.00	\$120.00	\$24,000.00
24	Adjust Manhole	13	EACH	\$1,000.00	\$13,000.00	\$635.00	\$8,255.00	\$1,000.00	\$13,000.00	\$1,600.00	\$20,800.00	\$1,500.00	\$19,500.00	\$1,200.00	\$15,600.00
25	Adjust Catch Basin	3	EACH	\$900.00	\$2,700.00	\$635.00	\$1,905.00	\$750.00	\$2,250.00	\$1,400.00	\$4,200.00	\$1,500.00	\$4,500.00	\$900.00	\$2,700.00
26	Cleanout for Bio-Infiltration Gallery	4	EACH	\$500.00	\$2,000.00	\$1,315.00	\$5,260.00	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$700.00	\$2,800.00
27	Adjust Valve Box	20	EACH	\$800.00	\$16,000.00	\$825.00	\$16,500.00	\$500.00	\$10,000.00	\$750.00	\$15,000.00	\$1,250.00	\$25,000.00	\$500.00	\$10,000.00
28	Hydrant Assembly	2	EACH	\$3,000.00	\$6,000.00	\$8,775.00	\$17,550.00	\$7,500.00	\$15,000.00	\$9,000.00	\$18,000.00	\$10,000.00	\$20,000.00	\$8,500.00	\$17,000.00
29	ESC Lead	40	DAY	\$80.00	\$3,200.00	\$35.00	\$1,400.00	\$50.00	\$2,000.00	\$50.00	\$2,000.00	\$5.00	\$200.00	\$100.00	\$4,000.00
30	Inlet Protection	8	EACH	\$120.00	\$960.00	\$88.00	\$704.00	\$100.00	\$800.00	\$100.00	\$800.00	\$100.00	\$800.00	\$90.00	\$720.00
31	Erosion/Water Pollution Control	5,000	EST.	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
32	High Visibility Silt Fence	440	L.F.	\$5.00	\$2,200.00	\$7.00	\$3,080.00	\$3.00	\$1,320.00	\$7.00	\$3,080.00	\$8.00	\$3,520.00	\$7.00	\$3,080.00
33	Seeding, Fertilizing, and Mulching	570	S.Y.	\$10.00	\$5,700.00	\$2.00	\$1,140.00	\$7.00	\$3,990.00	\$2.00	\$1,140.00	\$2.00	\$1,140.00	\$8.00	\$4,560.00
34	Topsoil Type A	342	C.Y.	\$16.00	\$5,472.00	\$25.00	\$8,550.00	\$70.00	\$23,940.00	\$70.00	\$23,940.00	\$45.00	\$15,390.00	\$50.00	\$17,100.00
35	Cement Conc. Traffic Curb and Gutter	3,200	L.F.	\$40.00	\$128,000.00	\$29.00	\$92,800.00	\$31.00	\$99,200.00	\$36.00	\$115,200.00	\$36.00	\$115,200.00	\$35.00	\$112,000.00
36	Cement Conc. Traffic Curb	700	L.F.	\$40.00	\$28,000.00	\$36.00	\$25,200.00	\$38.00	\$26,600.00	\$32.00	\$22,400.00	\$36.00	\$25,200.00	\$34.00	\$23,800.00
37	Cement Conc. Pedestrian Curb	550	L.F.	\$45.00	\$24,750.00	\$34.00	\$18,700.00	\$36.00	\$19,800.00	\$28.00	\$15,400.00	\$25.00	\$13,750.00	\$25.00	\$13,750.00
38	Coated Chain Link Fence Type 4 with Top Rail	300	L.F.	\$35.00	\$10,500.00	\$44.00	\$13,200.00	\$45.00	\$13,500.00	\$40.00	\$12,000.00	\$45.00	\$13,500.00	\$41.00	\$12,300.00
39	Picket Fence	64	L.F.	\$60.00	\$3,840.00	\$53.00	\$3,392.00	\$60.00	\$3,840.00	\$49.00	\$3,136.00	\$55.00	\$3,520.00	\$50.00	\$3,200.00
40	Wire Fence	20	L.F.	\$50.00	\$1,000.00	\$52.00	\$1,040.00	\$60.00	\$1,200.00	\$48.00	\$960.00	\$55.00	\$1,100.00	\$50.00	\$1,000.00
41	Wood Fence	43	L.F.	\$50.00	\$2,150.00	\$71.00	\$3,053.00	\$90.00	\$3,870.00	\$65.00	\$2,795.00	\$75.00	\$3,225.00	\$68.00	\$2,924.00
42	Remove and Install Chain Link Fence	10000	EST.	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
43	Monument Case and Cover	1	EACH	\$1,500.00	\$1,500.00	\$310.00	\$310.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$600.00	\$600.00
44	Cement Conc. Sidewalks, Driveways, and Curb Ramps	2,400	SY.	\$110.00	\$264,000.00	\$90.00	\$216,000.00	\$95.00	\$228,000.00	\$65.00	\$156,000.00	\$95.00	\$228,000.00	\$90.00	\$216,000.00
45	Quarry Spalls	35	TON	\$55.00	\$1,925.00	\$43.00	\$1,505.00	\$75.00	\$2,625.00	\$80.00	\$2,800.00	\$125.00	\$4,375.00	\$200.00	\$7,000.00
46	Mailbox Support Type 1	5	EACH	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$1,000.00	\$5,000.00	\$600.00	\$3,000.00	\$500.00	\$2,500.00	\$900.00	\$4,500.00
47	Permanent Signing	1	L.S.	\$3,000.00	\$3,000.00	\$8,900.00	\$8,900.00	\$7,000.00	\$7,000.00	\$6,500.00	\$6,500.00	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00
48	Paint Line	3,800	L.F.	\$1.00	\$3,800.00	\$2.00	\$7,600.00	\$3.50	\$13,300.00	\$2.00	\$7,600.00	\$1.50	\$5,700.00	\$1.00	\$3,800.00
49	Plastic Wide Line	2,600	L.F.	\$5.50	\$14,300.00	\$8.00	\$20,800.00	\$7.25	\$18,850.00	\$7.00	\$18,200.00	\$7.00	\$18,200.00	\$5.00	\$13,000.00
50	Plastic Crosswalk Line	704	S.F.	\$10.00	\$7,040.00	\$15.00	\$10,560.00	\$14.00	\$9,856.00	\$14.00	\$9,856.00	\$13.00	\$9,152.00	\$10.00	\$7,040.00
51	Plastic Stop Line	108	L.F.	\$40.00	\$4,320.00	\$20.00	\$2,160.00	\$20.00	\$2,160.00	\$18.00	\$1,944.00	\$20.00	\$2,160.00	\$15.00	\$1,620.00
52	Plastic Traffic Arrow	1	EACH	\$450.00	\$450.00	\$420.00	\$420.00	\$475.00	\$475.00	\$375.00	\$375.00	\$400.00	\$400.00	\$300.00	\$300.00
53	Plastic Bicycle Lane Symbol	18	EACH	\$450.00	\$8,100.00	\$345.00	\$6,210.00	\$375.00	\$6,750.00	\$310.00	\$5,580.00	\$350.00	\$6,300.00	\$300.00	\$5,400.00



TO: City Council
 FROM: Mary Heather Ames, Assistant Transportation & Engineering Director
 DATE: July 16, 2024
 SUBJECT: 2024 Citywide Striping Project – Construction Contract Award with Specialized Pavement Marking

1) Recommended Action:

Authorize the Mayor to sign a Public Works contract with Specialized Pavement Marking, LLC of Pacific, Washington, in the amount of \$136,933.50 for the 2024 Citywide Striping Project.

This action is being taken directly to City Council.

2) Background:

Each year, painted lines on City streets fade with use. The annual striping project addresses this through routine pavement marking maintenance. The majority of this year's work will consist of re-painting roadway centerlines and bike lane lines.

City staff followed the Small Works Roster procedure to solicit bids for the project per City policy. Staff selected six potential contractors from the MRSC roster based upon qualifications and solicited for construction bids. The City received one successful bid, from Specialized Pavement Marking, LLC.

The Engineer's estimate for construction is in the range of \$130,000 to \$150,000. The bid of \$136,933.50 submitted by the low bidder, Specialized Pavement Marking, LLC, falls within this range.

3) Policy Support:

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

4) Alternatives:

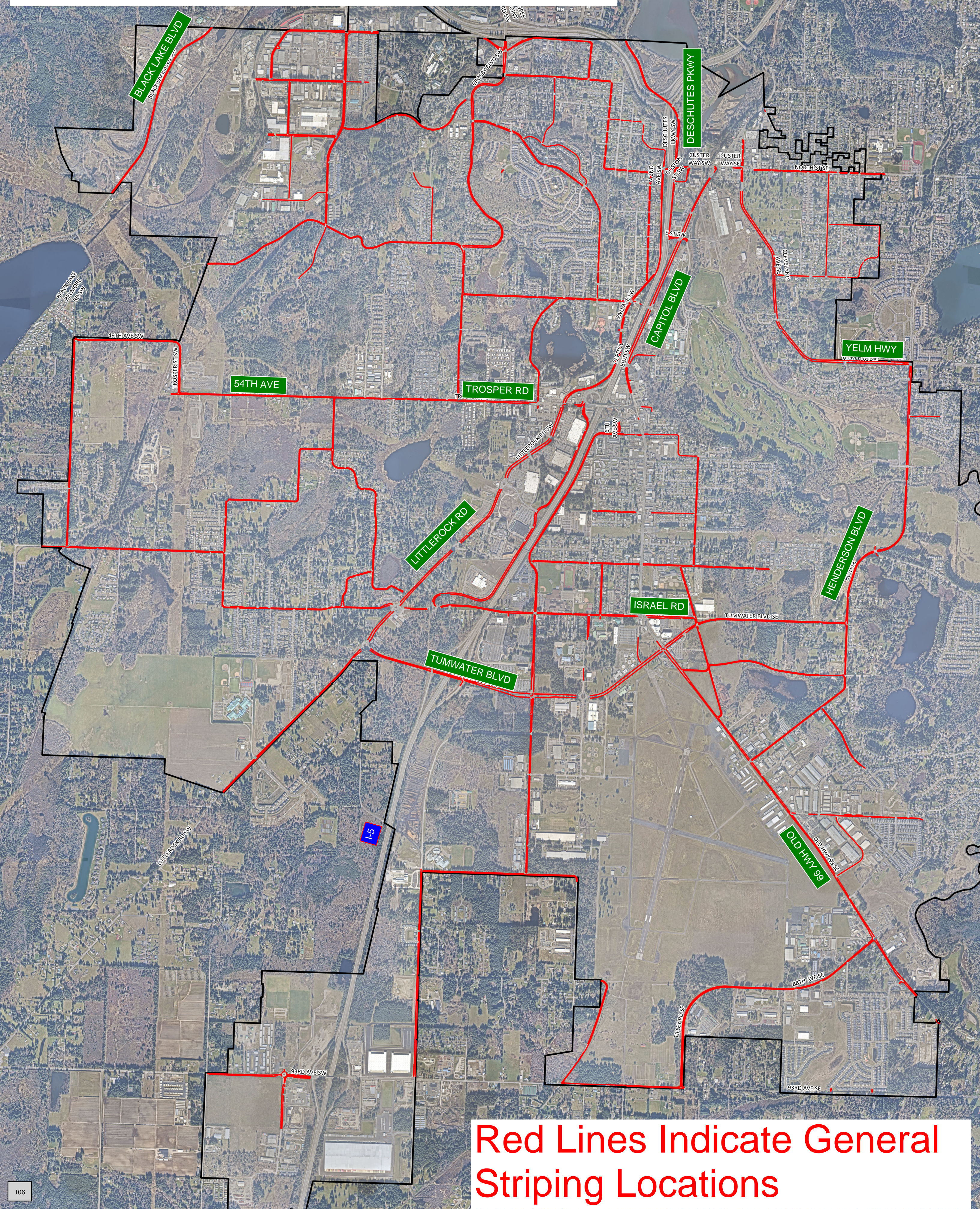
- ☐ Reject bids and revise/re-advertise the project.
 - ☐ Reject the bids and cancel the project.
-

5) Fiscal Notes:

The project is funded by the City of Tumwater Streets Operating Budget.

6) Attachments:

- A. Project Overview
- B. Public Works Contract



Red Lines Indicate General Striping Locations

**PUBLIC WORKS CONTRACT
FOR
2024 CITYWIDE STRIPING**

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this ____ day of _____, 20____ and is made by and between the City of Tumwater, a Washington municipal corporation ("City or Owner"), and **Name of Contractor**, a _____ corporation ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the **2024 Citywide Striping** project; and

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

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

1. SERVICES BY CONTRACTOR

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described as the **2024 Citywide Striping** project. The Project includes, without limitation, constructing pavement markings on City streets throughout the City of Tumwater, traffic control, mobilization, and other work; as shown in the official Request for Quote (RFQ) , all in accordance with the Contract Documents ("Work"). Work shall be performed and completed as described in the Contract Documents, which include without limitation, this Contract, The attached City of Tumwater Request for Quote (RFQ) 2024 Citywide Striping includes the following documents incorporated into this contract: City of Tumwater Bid Proposal, Citywide Striping Project, Schedule of Prices, Bid Signature Page as Attachment A; Statement of Bidder's Qualifications as Attachment B; Project Details Attachment D; Combined Affidavit and Certification Form as Attachment E; Non-Discrimination in Benefits Affidavit as Attachment F; Contractor's Non-Discrimination Certificate as Attachment G ; Certification of Compliance with Wage Payment Statutes as Attachment H. Public Works Contract to include Notice of Completion of Public Works Contract attached as Exhibit A; Contract Change Order Agreement attached as Exhibit B; Notice to Labor Unions or Other Employment Organizations of Nondiscrimination in Employment attached as Exhibit C; Certificate(s) of Insurance Form attached hereto as Exhibit D; Performance Bond attached as Exhibit E-1; Payment Bond attached as Exhibit E-2; Contractor's Retainage Agreement attached as Exhibit F; Retainage Bond to City of Tumwater attached as Exhibit G; *WSDOT Standard Plans and Details for Road, Bridge and Municipal Construction, 2024 WSDOT Standard Specifications for Road, Bridge and Municipal Construction* ("Standard Specifications"), current State Prevailing Wage, Supplement, and Benefit Code Key attached as Appendix A;; incorporated herein by this reference (collectively the "Contract Documents").

Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Administrator or his or her designee.

1.2 Completion Date. The Work shall commence within ten (10) days of the issuance by the City of the Notice to Proceed. The Work shall be completed within **eight (8)**

working days which will begin the first day the Contractor begins work or ten (10) days after the Notice to Proceed is issued by the City, whichever occurs first. In the event the Work is not substantially completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in the formula included in Section 1.3 of this Contract. The Work shall not be deemed completed until the City has accepted the Work and delivered a written Notice of Completion of Public Works Contract in the form attached hereto as Exhibit A.

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

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

LIQUIDATED DAMAGES FORMULA

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

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

C = Original Contract amount.

T = Original time for completion.

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

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

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

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

hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

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

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

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

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

2. TERM

This Contract shall commence on the effective date of this Contract and continue until the completion of the Work as described in the Request for Quote (RFQ) including the definition of "working days," and final acceptance by the City, and the expiration of all warranties contained in the Contract Documents ("Term").

3. WARRANTY

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

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

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

4. COMPENSATION

4.1 Total Compensation. In consideration of the Contractor performing the Work, the City agrees to pay the Contractor in accordance with Attachment A, Schedule of Prices, which amount shall constitute full and complete payment by the City ("Total Compensation").

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

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

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

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

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

5. NONDISCRIMINATION

A. The City is an equal opportunity employer.

B. Nondiscrimination in Employment

The Contractor shall comply with the following nondiscrimination provisions, and the Contractor shall ensure the nondiscrimination provisions are included in all subcontracts:

(a) Nondiscrimination Requirement. During the term of this Contract, the Contractor, including all subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the Contractor, including all subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. The Contractor, including all subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that the Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, the Contracting Agency may suspend the Contract in accordance with Section 1-08.6, upon notice of a failure to

participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the Contracting Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event the Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Contracting Agency may terminate this Contract in whole or in part in accordance with Section 1-08.10(1), and in addition to the sanctions listed in Section 1-07.11(5), the Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, the Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Contracting Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Contracting Agency for default under this Provision.

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

D. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce.

Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

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

7. CITY'S RIGHT TO TERMINATE CONTRACT

7.1 Termination Without Cause. Prior to the expiration of the Term, this Contract may be terminated without cause upon oral or written notice delivered to Contractor from the City. Upon termination, all supplies, materials, labor and/or equipment furnished prior to such date shall, at the City's option, become its property. In the event Contractor is not

in breach of any of the provisions of this Contract, Contractor will be paid for any portion of the Work which has been completed to the City's satisfaction, calculated by the percentage amount that portion of the Work completed and accepted by the City bears to the Total Compensation.

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

- (1) If the Contractor should be adjudged a bankrupt.
- (2) If the Contractor should make a general assignment for the benefit of its creditors.
- (3) If a receiver should be appointed on the account of insolvency of the Contractor.
- (4) If the Contractor should persistently or repeatedly refuse or fail to supply a sufficient number of properly skilled workmen or proper materials for completion of the Work.
- (5) If the Contractor should fail to complete the Work within the time specified in this Contract.
- (6) If the Contractor should fail to complete the Work in compliance with the plans and specifications, to the City's satisfaction.
- (7) If the Contractor should fail to make prompt payment to subcontractors or for material labor.
- (8) If the Contractor should persistently disregard laws, ordinances or regulations of federal, state, or municipal agencies or subdivisions thereof.
- (9) If the Contractor should persistently disregard instructions of the City Administrator or his or her representative.
- (10) If the Contractor shall be in breach or violation of any term or provision of this Contract, or
- (11) If the Work is not being performed pursuant to RCW 49.28.050 or 49.28.060.

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

- (1) Stop payments. The City shall cease any further payments to Contractor and Contractor shall be obligated to repay any payments it received under this contract.
- (2) Complete Work. The City may, but in no event is the City obligated to, complete the Work, which Work may be completed by the City's agents, employees or representatives or the City may retain independent persons or entities to complete the Work. Upon demand, Contractor agrees to pay to the City all of its costs and expenses in completing such Work.
- (3) Take Possession. The City may take possession of the Property and any equipment and materials on the Property and may sell the same, the proceeds of which shall be paid to the City for its damages.

(4) Remedies Not Exclusive. No remedy or election under this Contract shall be deemed an election by the City but shall be cumulative and in addition to all other remedies available to the City at law, in equity or by statute.

8. INDEMNIFICATION

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

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

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

9. INSURANCE

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

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

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

- (1) The City, its officers, officials, employees, volunteers and agents shall each be named as additional insured.

(2) Coverage may not be terminated or reduced in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

(3) Coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Contractor's insurance.

(4) Coverage shall apply to each insured separately against whom claim is made or suit is brought.

(5) Coverage shall be written on an "occurrence" form as opposed to a "claims made" or "claims paid" form.

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

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

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

9.6 Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the Risk Manager.

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

10. PERFORMANCE AND PAYMENT BONDS

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

11. SAFETY

Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements,

Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against any known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from danger all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

12. PREVAILING WAGES

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

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

When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law.

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

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

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

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

- (1) A copy of an approved "Statement of Intent to Pay Prevailing Wages" State L&I form number F700-029-000. The City will make no payment under this contract for the work performed until this statement has been approved by State L&I and a copy of the approved form has been submitted to the City.

(2) A copy of an approved "Affidavit of Prevailing Wages Paid," State L&I form number F700-007-000. The City will not release to the Contractor any funds retained under Chapter 60.28.011 RCW until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and a copy of all the approved forms have been submitted to the City.

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

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

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

13. FAILURE TO PAY SUBCONTRACTORS

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

14. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

15. CONFIDENTIALITY

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

16. BOOKS AND RECORDS

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

17. CLEAN UP

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

clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

18. GENERAL PROVISIONS

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

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

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

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

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

18.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be Thurston County, Washington.

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

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

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

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

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

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

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

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

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501-6515

Debbie Sullivan, Mayor

Attest:

Melody Valiant, City Clerk

Approved as to Form:

Karen Kirkpatrick, City Attorney

CONTRACTOR

Telephone: _____
Tax ID# _____

By: _____
Type/Print Name: _____
Title: _____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____ 20__.

Type/Print Name
Notary Public in and for the State of Washington
My commission expires: _____.

Exhibit A

CITY OF TUMWATER

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor:

Project:

The City of Tumwater has determined that the _____[Project]
has been Physically Completed per Section 1-08.5 of the Standard Specifications as of
_____, 20____, for all work that the contract requires.

This date shall constitute physical completion of the contract but shall not imply the City's
acceptance of the work or contract.

Sincerely,

Manager

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CONTRACT CHANGE ORDER AGREEMENT



DATE:	CHANGE ORDER NO:	
PROJECT:		
PROJECT #:	ORIGINAL CONTRACT AMOUNT:	
CONTRACTOR:	UNDER PAY ESTIMATE NO:	

This change order agreement shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

[illegible]

SUMMARY OF PROPOSED CHANGE:

Following describes the proposed change in the Work:

A.

B. The amount of working/calendar days that will be added to the total authorized contract days as a result of this

APPROVED BY:

CONTRACTOR: _____ DATE: _____

PW DIRECTOR _____ DATE: _____

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Exhibit C**NOTICE TO LABOR UNIONS OR OTHER EMPLOYMENT ORGANIZATIONS OF
NONDISCRIMINATION IN EMPLOYMENT**

TO: ALL EMPLOYEES

AND TO: _____
(Name of Union or Organization)

The undersigned currently holds contract(s) with _____
involving funds or credit of the City of Tumwater, Washington, or (a) subcontract(s) with a
prime contractor holding such contract(s).

You are advised that, under the provisions of the above contract(s) or subcontract(s) and in
accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the
undersigned is obliged not to discriminate against any employee or applicant of
employment because of race, religion, creed, color, national origin, sex, marital status,
disability, sexual orientation, age or other basis prohibited by state or federal law. This
obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR
TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or
subcontractor(s) and Executive Order 11246.

Copies of this Notice will be posted by the undersigned in conspicuous places available to
employees or applicants for employment.

Complaints may be submitted to the City Engineer,
City of Tumwater, 555 Israel Road SW, Tumwater, WA 98501

Signed_____
(Contractor or Subcontractor)_____
Type/Print Name_____
Date

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Exhibit D**CERTIFICATE OF INSURANCE**

This is to certify to the City of Tumwater, Washington that the following policies are in force for:

Name of Insured _____

Address _____

Contract Title and/or Description of Job _____

1. GENERAL LIABILITY

A. Commercial, General Liability Insurance, and Business Automobile Liability Insurance with limits of not less than:

- (1) Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit (or as allowed in Public Works Contract Section 9 affording total liability limits of not less than stated).
- (2) Business Automobile Liability Coverage (including any and all leased, owned, hired or non-owned vehicles used in any activities associated with this contract) with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury, including personal injury or death, and property damage.

B. The following coverages are included in both Primary and Excess Liability Contracts.

- | | |
|---|--|
| (1) Broad Form Property Damage Coverage | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (2) Blanket Broad Form Contractual | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (3) Stop-Gap Employer's Contingent Liability | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (4) Underground Damage, Collapse and Blasting
or Explosion | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (5) Contractor's Protective | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (6) Personal Injury Liability
(Libel, Slander, Defamation, etc.) | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (7) Products and Completed Operations | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (8) Non-owned and Hired Auto Coverage | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (9) Mobile Equipment | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| (10) _____ | YES <input type="checkbox"/> NO <input type="checkbox"/> |

C. General Requirements of Policy(ies) shall include, but not be limited to:

- (1) City of Tumwater is an additional named insured by endorsement as respects this contract and such insurance as is carried by the contractor is primary.
- (2) In the event of non-renewal, cancellation or material change in the coverage provided, thirty (30) days written notice shall be furnished the City of Tumwater prior to the date of non-renewal, cancellation or change, such notice to be sent to City of Tumwater Risk Manager, 555 Israel Road SW, Tumwater, WA 98501.

- (3) City of Tumwater has no obligation to report occurrences unless a claim is filed with the City of Tumwater; and City of Tumwater has no obligation to pay premiums.
- (4) The contractor's insurance policies contain a "cross liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

<u>Insurance Company(ies)</u>	<u>Policy No.</u>	<u>Effective</u>	<u>Expires</u>

I, _____, hereby certify that I am an Authorized Representative of the above named insurance company(ies); that I have read the foregoing Certificate of Insurance and know the contents thereof; and that the policies of Insurance listed above provide the insurance coverage required by this Certificate of Insurance.

Authorized Representative

Type/Print Name

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

Type/Print Name
Notary Public in and for the State of Washington
My commission expires: _____

The undersigned further certifies that the above signed is his authorized insurance representative.

Contractor

Type/Print Name

2. COMPENSATION INSURANCE

The following coverages are provided as indicated:

A. Workman's Compensation Act of the State of Washington
(Account No. _____)

B. United States Longshoremen's and Harborworker's Compensation Act:

YES ☐ NO ☐

Insurance Company(ies)	Policy No.	Effective	Expires

I, _____, hereby certify that I am an Authorized Representative of the above named insurance company(ies); that I have read the foregoing Certificate of Insurance and know the contents thereof; and that the policies of insurance listed above provide the insurance coverage required by this Certificate of Insurance.

Authorized Representative

Type/Print Name

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

Type/Print Name
Notary Public in and for the State of Washington
My commission expires: _____

The undersigned further certifies that the above signed is his authorized insurance representative.

Contractor

Type/Print Name

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Exhibit E-1**CITY OF TUMWATER
PERFORMANCE BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned _____, (“Principal”) and _____, the undersigned corporation organized and existing under the laws of the State of _____ and legally doing business in the State of Washington as a surety (“Surety”), are held and firmly bonded unto the City of Tumwater, a Washington municipal corporation (“City”) in the penal sum of _____ Dollars and no/100 (\$_____) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

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

The Principal has entered into a Contract with the City dated _____, 2020 for the Brewery Tower Power Project.

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

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

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

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

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

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

DATED this _____ day of _____, 2020.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By _____

Type/Print Name

Title

Address

CERTIFICATE AS TO CORPORATE SEAL

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

Type/Print Name

Secretary or Assistant Secretary

CORPORATE SEAL OF SURETY: [SURETY]

By: _____
Attorney-in-Fact
(Attach Power of Attorney)

Name of Person Executing Bond

Address

Phone

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

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Exhibit E-2**CITY OF TUMWATER
PAYMENT BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned _____, ("Principal") and _____, the undersigned corporation organized and existing under the laws of the State of _____ and legally doing business in the State of Washington as a surety ("Surety"), are held and firmly bonded unto the City of Tumwater, a Washington municipal corporation ("City") in the penal sum of _____ Dollars and no/100 (\$_____) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

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

The Principal has entered into a Contract with the City dated _____, 2020 for the Brewery Tower Power Project.

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

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

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

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the

Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

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

DATED this _____ day of _____, 2020.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By

Type/Print Name

Title

Address

Exhibit F**CITY OF TUMWATER****CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE****(Choose ONLY One)**

The owner shall withhold the retained percentage for this contract from time-to-time as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby elect to have the retained percentage for this contract held in a fund by the owner until sixty (60) days following final acceptance of the work. (No interest will be earned on the retained percentage amount under this election).

Contractor

By

Type/Print Name

Date

➤ ➤ ➤ ➤ ➤ ➤ **OR** ➤ ➤ ➤ ➤ ➤ ➤ ➤

I hereby elect to have the owner deposit the retained percentage for this contract, from time-to-time, as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby designate _____ as the depository for said funds, which shall be deposited in an interest earning account subject to joint control by owner and the contractor. All interest earned on said deposits shall belong to the contractor. If contractor fails to designate the depository, then the owner designates

_____, which is the owner's depository under contract between said bank and the City of Tumwater.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of establishing said depository account and depositing the retained percentage as authorized by statute. The owner shall not be liable in any way for any costs or fees in connection therewith.

Contractor

By

Type/Print Name

Date

➤ ➤ ➤ ➤ ➤ ➤ ➤ **OR** ➤ ➤ ➤ ➤ ➤ ➤ ➤

Complete, with appropriate signatures, the following ***Exhibit G RETAINAGE BOND TO CITY OF TUMWATER***, if choosing to bond for retainage.

CERTIFICATION FOR RELEASE OF CONTRACT RETAINAGE

Project Title:

I hereby certify that all work required by the above cited contract was completed on _____ and final acceptance by the City was granted on _____.

I also certify that no liens have been received within 60 days from the above date from any person, persons, mechanics, subcontractors or materialmen who has performed any work or provided any material of subject contract.

Contract Manager

Type/Print Name

Department Director

Type/Print Name

Also, please find attached certifications by the applicable state agencies of the receipt of: 1) Washington State Business Taxes (Washington State Dept. of Revenue); 2) Industrial Insurance Premiums (State Dept. of Labor & Industries); and 3) Employment Security, Unemployment Insurance Premiums (State of Washington Employment Security Dept.)

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Exhibit G**RETAINAGE BOND TO CITY OF TUMWATER**

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned,
 _____, as principal ("Principal"), and _____
 _____, a Corporation organized and existing under the laws of
 the State of _____, as a surety Corporation, and qualified under the laws of the State of
 Washington to become surety upon bonds of Contractors with Municipal Corporations, as surety
 ("Surety"), are jointly and severally held and firmly bonded to the City of Tumwater ("City") in the
 penal sum of:

_____ (\$ _____) for the payment of which sum we
 bind ourselves and our successors, heirs, administrators or personal representatives, as the case
 may be.

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

B. Pursuant to proper authorization, the Mayor is authorized to enter into a certain contract
 with the Principal, providing for the _____ project, which contract is
 incorporated herein by this reference ("Contract"), and

C. Pursuant to State law, Chapter 60.28 RCW, the City is required to reserve from the monies
 earned by the Principal pursuant to the contract, a sum not to exceed five percent (5%), said sum to
 be retained by the City as a trust fund for the protection and payment of any person or persons,
 mechanic, subcontractor or materialmen who shall perform any labor upon such contract or the
 doing of such work, and all persons who shall supply such person or persons or subcontractors with
 provisions and supplies for the carrying on of such work, and the State with the respect to taxes
 imposed pursuant to Title 82 RCW which may be due from said Principal. Every person performing
 labor or furnishing supplies towards completion of said improvement or work shall have a lien on
 said monies so reserved, provided that such notice of the lien of such claimant shall be given in the
 manner and within the time provided in RCW 39.08.030 as now existing and in accordance with any
 amendments that may hereafter be provided thereto; and

D. State law further provides that with the consent of the City, the Principal may submit a bond
 for all or any portion of the amount of funds retained by the public body in a form acceptable to the
 public body conditioned upon such bond any proceeds therefrom being made subject to all claims
 and liens and in the same manner and priority as set forth retained percentages pursuant to
 Chapter 60.28 RCW; and

E. The Principal has accepted, or is about to accept, the Contract, and undertake to perform the
 work therein provided for in the manner and within the time set forth, for the amount of \$ _____
 _____; and

F. The City is prepared to release any required retainage money previously paid by the
 Principal prior to acceptance and successful operation and fulfillment of all other terms of said
 contract upon being indemnified by these presents,

NOW, THEREFORE, if the Principal shall perform all the provisions of the Contract in the
 manner and within the time period prescribed by the City, or within such extensions of time as may
 be granted under the Contract, and shall pay all laborers, mechanics, subcontractors and material
 men or women, and all persons who shall supply the Principal or subcontractors with provisions and
 supplies for the carrying on of said work, and if the Principal shall pay to the State all taxes
 imposed pursuant to Title 82 RCW which may be due from such Principal as a result of this contract

then and in the event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

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

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

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

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

The parties have executed this instrument under their separate seals this ____ day of _____, 2019, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By: _____

Type/Print Name

Title: _____

Address: _____

CORPORATE SEAL OF SURETY: [SURETY]

By: _____

Attorney-in-Fact
(Attach Power of Attorney)

Type/Print Name

Title: _____

Address: _____

CERTIFICATE AS TO CORPORATE SEAL

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

Type/Print Name

Secretary or Assistant Secretary

CORPORATE SEAL OF SURETY: [SURETY]

By: _____
Attorney-in-Fact
(Attach Power of Attorney)

Name of Person Executing Bond

Address

Phone

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

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TO: City Council
FROM: Mary Heather Ames, Assistant Transportation & Engineering Director
DATE: July 16, 2024
SUBJECT: Deschutes Valley Trail Connection Funding Prospectus and Award

1) Recommended Action:

Approve and authorize the Mayor to sign the Project Prospectus, accepting \$5,800,000 in state funds for the Deschutes Valley Trail Connection project.

2) Background:

The Deschutes Valley Trail is a multi-use trail from Historical Park to Pioneer Park. Segment A1 was completed two years ago. Some years ago, the project was slated to receive a total of \$5.8 million dollars in Connecting Washington grant funding through the State Transportation Budget. In 2023, staff received word that \$1M of the funding would be available in the current biennium. The paperwork today will allow the City to accept the funding and proceed with design of the remaining alignment. The remaining amount will be available in the 2025-2027 biennium and will be used for construction.

3) Policy Support:

C. Create and Maintain a Transportation System Safe for All Modes of Travel
2. Bike and pedestrian improvements

4) Alternatives:

☐ Do not sign the prospectus, refusing the grant monies.

5) Fiscal Notes:

The State funding amount is \$5,800,000. The remaining funding will come from the Metropolitan Parks District and additional grants.

6) Attachments:

A. State Funding Agreement
B. Project Prospectus


**Washington State
Department of Transportation**

Local Programs State Funding Agreement Work by Public Agencies		Agency and Address
		City of Tumwater 555 Israel Road SW Tumwater, WA 98501
Agreement Number	Maximum Amount Authorized \$5,800,000	Location and Description of Work (See also Exhibit "A") Deschutes Valley Trail Connection Construct a paved walking/bicycle trail from the Tumwater Historical Park to the Tumwater Pioneer Park.
Participating Percentage	Project Number	

This AGREEMENT is made and entered into between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE	a. Agency	100000		100000
	b. Other Consultant	900000		900000
	c. Other			
	d. State Services			
	e. Total PE Cost Estimate (a+b+c+d)	1000000	0	1000000
Right of Way	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	J. Total R/W Cost Estimate (f+g+h+i)	0	0	0
Construction	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0	0	0
	r. Total Project Cost Estimate (e+j+q)	1000000	0	1000000

I General

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

II Payment

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

III Audit

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project 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 three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title: _____

Agency Date: _____

IV Legal Relations

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

V Nondiscrimination

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

VI Venue

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

VII Termination

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

VIII Final Report and Final Inspection

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

IX Supplement

This agreement may be modified or supplemented only in writing by parties.

STATE

By: _____

Director, Local Programs

Date: _____


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

	Prefix	Route	()	Date	
Federal Aid Project Number				DUNS Number	03-851-7355
Local Agency Project Number		(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001520

Agency City of Tumwater		CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Deschutes Valley Trail Connection		Start Latitude N End Latitude N		Start Longitude W End Longitude W	
Project Termini From-To Historical Park Pioneer Park		Nearest City Name Tumwater			Project Zip Code (+4)
Begin Mile Post	End Mile Post	Length of Project 2.25 Miles		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	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.	1,000,000		1,000,000	08/2024
R/W				
Const.	6,800,000	2,000,000	4,800,000	
Total	7,800,000	2,000,000	5,800,000	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width n/a	Number of Lanes n/a
----------------------	------------------------

This project constructs a new multi-use path.

Description of Proposed Work

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

Construct a paved walking/bicycle trail from Tumwater Historical Park to Pioneer Park.

Local Agency Contact Person Mary Heather Ames		Title Assistant Director - Transp. & Eng.		Phone 360-754-4140	
Mailing Address 555 Israel Road SW		City Tumwater		State WA	Zip Code 98501
Project Prospectus	By _____ Approving Authority				
	Title Mayor				Date

Agency City of Tumwater	Project Title Deschutes Valley Trail Connection	Date
----------------------------	--	------

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

10' to 12' plus shldr

Number of Lanes

Shared Use

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input 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 type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input 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 type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed		
Design Speed		
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of WorkPreliminary Engineering Will Be Performed By
Consultant

Others

90 %

Agency

10 %

Construction Will Be Performed By
Contractor

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 Deschutes Valley Trail Connection	Date
----------------------------	--	------

Right of Way
☒ No Right of Way Needed

* All construction required by the contract can be accomplished within the existing right of way.

☐ Right of Way Needed

☐ No Relocation

☐ Relocation Required
Utilities
☐ No utility work required

☐ All utility work will be completed prior to the start of the construction contract

☒ All utility work will be completed in coordination with the construction contract
Railroad
☐ No railroad work required

☐ All railroad work will be completed prior to the start of the construction contract

☒ 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

The project will include extension of LOTT Clean Water Alliance reclaimed water infrastructure.

FAA Involvement

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

Remarks

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: July 16, 2024
 SUBJECT: Service Provider Agreement for the 2nd Avenue Bicycle and Pedestrian Improvements Project with SCJ Alliance

1) Recommended Action:

Authorize the Mayor to sign the agreement with SCJ Alliance for design services.

This action is being taken directly to City Council.

2) Background:

The 2nd Avenue Pedestrian and Bicycle Improvement project completely reconstructs the intersection of Linwood Avenue and 2nd Avenue and provides roadway and ADA compliance upgrades to 2nd Avenue from Linwood Avenue to B Street.

The intersection at Linwood Avenue SW and 2nd Avenue is a complex intersection with angled approaches and right-turn slip lanes from Linwood to 2nd Avenue. The intersection is stop controlled with multi-lane approaches, which leads to driver confusion. This project proposes to construct a non-circular roundabout at this location increase pedestrian and bicycle safety and improve traffic flow at the intersection.

Pedestrian and bicycle improvements will continue along 2nd Avenue from Linwood Avenue to B Street. Improvements to 2nd Avenue will include upgrades to existing ADA sidewalk ramps, select sidewalk replacement, roadway resurfacing, and restriping. The negotiated fee for design consulting services with SCJ Alliance is \$637,516.43.

3) Policy Support:

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

4) Alternatives:

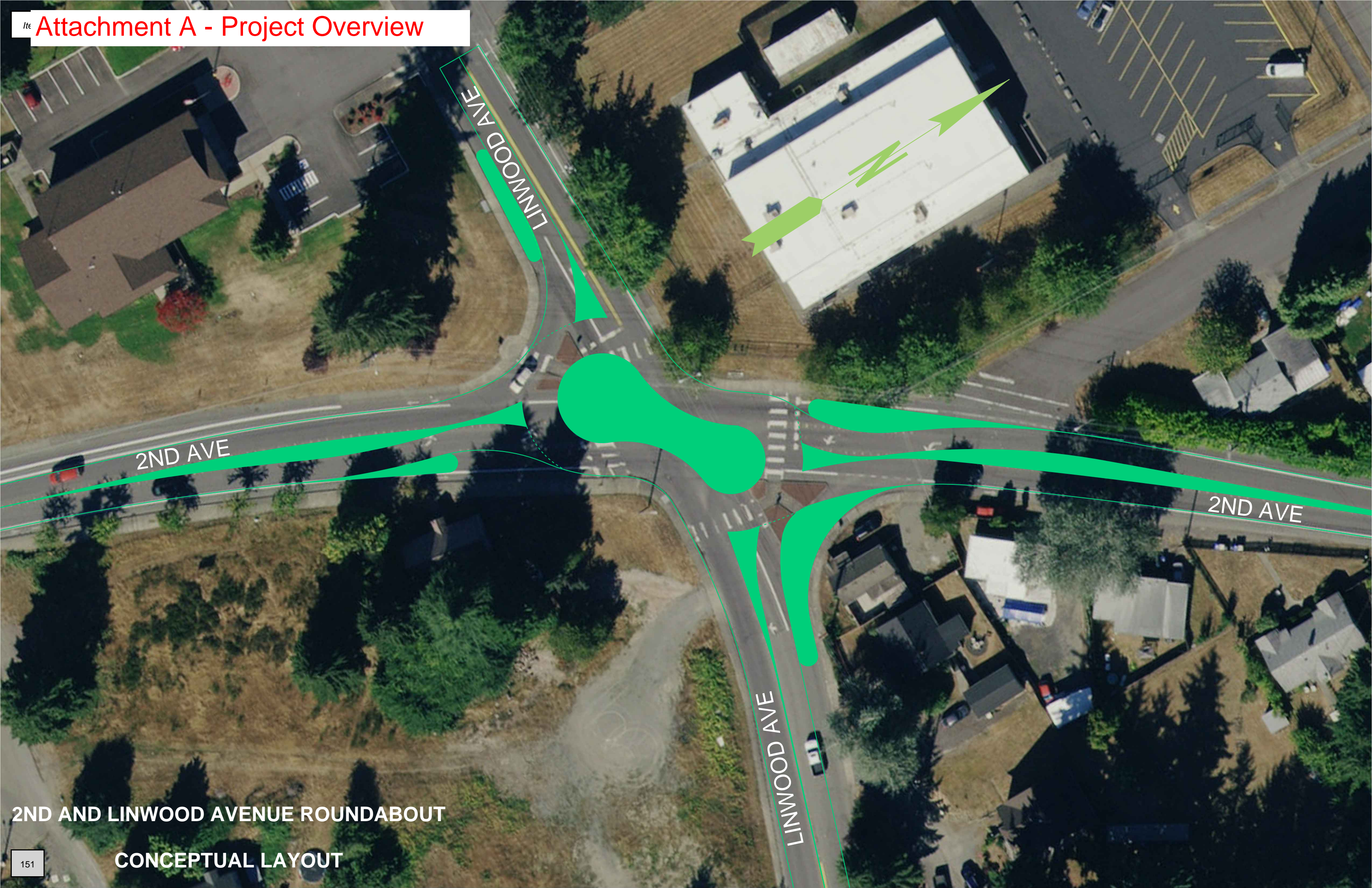
- ☐ Reject the agreement.
 - ☐ Recommend changes to the scope of work and/or fee.
-

5) Fiscal Notes:

Total project is estimated at \$4.2MM split between the WSDOT Safe Routes to School Program (\$2.1MM), Transportation Benefit District (\$0.8MM), private development funding through impact fees (\$0.8MM), and the Transportation CFP ending fund balance (\$0.5MM)

6) Attachments:

- A. Project Overview
- B. Service Provider Agreement



2ND AND LINWOOD AVENUE ROUNDABOUT

Attachment A - Project Overview



2ND AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS
EXHIBIT - 2ND AVENUE IMPROVEMENTS

ATTACHMENT B - SERVICE PROVIDER AGREEMENT

CITY OF TUMWATER SERVICE PROVIDER AGREEMENT FOR

2ND AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20____, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and SHEA, CARR & JEWELL, INC. (dba SCJ Alliance), a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

The Project shall begin no earlier than _____ (date), and shall be completed no later than _____ (date). 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 **Six Hundred Thirty Seven Thousand Five Hundred Sixteen and 43/100 dollars (\$637,516.43)** based on Exhibit "A" Scope of Services and Exhibit C "Compensation Spreadsheet."

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.

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”.

F. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

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:

SHEA, CARR & JEWELL, INC. (dba SCJ Alliance)
8730 Tallon Lane NE, Suite 200
Lacey, WA 98516
Tax ID #: 602-612-261
Phone No. (360) 352-1465

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 THURSTON

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

Dated:_____

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



Exhibit A

Scope of Services

2nd Avenue Pedestrian and Bicycle Improvements

Tumwater, WA

Prepared For: Bill Lindauer, PE, Engineering Services Manager
Joe Norman, PE, Transportation Engineer

Prepared By: Patrick Holm, PE, Project Manager
Sam Rowswell, PE, Project Engineer

Date Prepared: June 10, 2024

Introduction:

This project is Located on 2nd Avenue between B Street and Linwood Avenue. There are two major components to this project:

- 1) Design and construction of pedestrian and bicycle facilities between B Street and Linwood Avenue
- 2) Design and construction of a non-circular (peanut shaped) roundabout at the intersection of 2nd Avenue and Linwood Avenue to replace an existing 4-way stop intersection.

All Work is based off the grant applications submitted by the City of Tumwater. This includes:

- Design of ADA compliant curb ramps and sidewalks;
- Design of additional sidewalks on the east side of 2nd Avenue between Linwood Avenue and 3rd Street;
- Rechannelization of 2nd Avenue to accommodate bike lanes on both sides of the road;
- Design of a non-circular roundabout (peanut shaped) at the intersection of 2nd Avenue and Linwood Avenue;
- Design of illumination system to support the new intersection design;
- Design of stormwater infiltration systems to meet Department of Ecology and City of Tumwater stormwater requirements.

Additional work in support of the design efforts includes:

- Survey and ROW verification
- Traffic Validation
- Cultural Resources
- Geotechnical evaluation of subgrade for road design
- Geotechnical evaluation of subgrade for infiltration
- Utility coordination
- Environmental permitting

The scope of work consists of the following phases:

1. Project Management
2. Topographic Survey and Right-of-Way Mapping (MTN2COAST)
3. Geotechnical Investigation and Reporting (Sage Geotechnical)
4. Traffic Validation
5. Non-Circular Roundabout Configuration Validation
6. 30% Design
7. Environmental Permitting
8. Utility Coordination
9. 60% Design
10. 90% Design
11. Final Design
12. Cultural Resources (Tierra)
13. Schedule 74 (Requires written notice to proceed from City)
14. 2nd Avenue Stormwater Design (Requires written notice to proceed from City)
15. Geotechnical Investigation and Reporting 2nd Ave – F St SW to B St SW (Sage) (Requires written notice to proceed from City)
16. Geotechnical Investigation and Reporting – 3rd St SW (Sage) (Requires written notice to proceed from City)

All design work is funded by the City of Tumwater. A portion of the construction funding is provided by the state through the state's Safe Routes to School program.

Assumptions

- No Right-of-Way acquisition will be part of this project.
- Temporary Construction Easements (TCE) will be needed.
- The City of Tumwater will compile the front-end contract documents.
- The City of Tumwater will supply SCJ with City specific special provisions.
- SCJ will provide Bid Tabs in excel using the City of Tumwater's standard excel format.
- SCJ will compile special provisions.
- Private utilities may be undergrounded. Work for this Phase will be scoped, but utilization of funds may not be required.
- Funding is State Funding and will not require NEPA or Local Programs Environmental Coordination.

Phase 1 Project Management

Task 1 Management

- 1) Management: Manage the project by directing and supervising staff and reviewing work for the duration of the project. This management is for the overall work rather than specific tasks.

- 2) **Schedule and Budget:** Develop a critical-path project schedule to match the scope of work. Identify task durations, predecessors, Agency reviews, deliverables, and milestones. Review and update the schedule on a monthly basis. Monitor earned value and actual costs on a bi-monthly basis (twice a month).
- 3) **Bi-Weekly Progress Reports:** Review and verify weekly project charges. Prepare and submit a bi-weekly progress report. Bi-weekly progress reports will show: (1) work performed last week, (2) work planned this week, (3) schedule and budget status (including a 3-line earned value chart), (4) a summary of scope changes/added value, and (5) items needed from the IT and/or others.
- 4) **Progress Billings:** Prepare a monthly progress bill with weekly progress reports attached. Bills will show staff hours for each phase (i.e., Phase 1: Project Management).
- 5) **Filing:** Develop a project filing system and maintain project files in one centralized location. Periodically purge draft and redundant documents.
- 6) **Subconsultant Administration:** Execute and administer sub agreements. Review and approve monthly invoices.
- 7) **Project Meetings:**
 - ◆ Project Kickoff meeting
 - ◆ 60-minute virtual meetings once every two weeks with City Project Manager
 - ◆ At project completion and prior to bid
- 8) **Submit all project documents to the City in digital format arranged in a folder system matching the project phases.**

Task 2 Quality Assurance/Quality Control

- 1) **Quality Control:** Provide senior level review of Task deliverables before submittal to the City.
- 2) **Quality Assurance:** Audit quality check activities and documentation on a periodic basis.

Phase 1 Understanding

- Project management will be provided over a 10-month time frame and the estimated number of meetings and project coordination is reflected in the budget.
- Progress billings will be submitted monthly to the City.
- Peer review quality control is budgeted with the associated design work.

Phase 1 SCJ Deliverables

- Bi-weekly (every two weeks) Progress Report submitted via email in PDF format.
- Progress billings submitted monthly submitted via email in PDF format.
- MS Project schedule and updates submitted via email in PDF format. Submitted to the City once every two months.

Phase 2 Topographic Survey/Right-of-Way Establishment (MTN2COAST)

Task 1 Right-of-Way Establishment (ROW)

- 1) MTN2COAST, LLC (M2C) will do the necessary field and office work to show the Right-Of-Way (ROW) lines along the project roadway based on field ties and record information available. M2C will not be completing a property survey of adjacent lots or showing easements on those properties, sidelines of adjacent lots will be shown as approximate, and no corners will be set by M2C. A record of survey drawing will be prepared showing monument location and ROW establishment.

Task 2 Topographic Survey

- 1) M2C will complete a topographic survey of the site as shown on the attached Survey Limits Exhibit. The Topographic Survey will include the following:
 - ◆ One-foot contours with tops, toes, and breaks.
 - ◆ Other visible improvements such as curbs, mailboxes, retaining walls, light poles, etc.
 - ◆ Hard surfaces such as concrete, pavement and gravel.
 - ◆ Trees 6" and larger dbh with diameter and species measured.
 - ◆ M2C will hire and coordinate a utility locator service to paint the buried conductible utilities. M2C will then field map the utilities paint marks and surface appurtenances. We will also open and measure utility structures and measure pipe sizes, types, and invert elevations.

Phase 2 Understanding

- 20 Title Reports will be needed for right-of-way establishment (cost included in subconsultant budget).
- The Survey will be completed on the Washington State Plane Coordinate System and NGVD 29 vertical datum.

Phase 2 Deliverables

- Topographic Survey Map in pdf form.
- ACAD electronic drawing file of the project by email.

Phase 2 City Deliverables

- Provide City as-builts

Phase 3 Geotechnical Investigation and Reporting (Sage Geotechnical)

Task 1 Site Reconnaissance and Utility Locates

- 1) Gather and review available geotechnical and geologic information for the site.
- 2) Visit the site to observe existing conditions and drill rig access for field explorations.
- 3) Notify the Utility Notification Center for public utility clearance. Subcontract a private utility-locating service to locate utilities outside of public easements.
- 4) Submit a traffic control plan for review by the CITY.
- 5) Prepare subcontractor agreements for drilling, coring, private utility-locating, and traffic control services. Coordinate fieldwork schedule with subcontractors.
- 6) Provide project management services, including monthly budget tracking and progress reports, project closeout, and miscellaneous consultation.

Task 2 Geotechnical Field Explorations and Laboratory Testing

- 1) Advance three geotechnical auger borings, each to a depth of 25 ft below ground surface. The CITY's consultant will provide desirable locations to Sage. Depending on site conditions, Sage will submit a site plan for the CITY's review showing the proposed exploration locations prior to breaking ground. Drilling make require 2 days. Flagging will be required.
- 2) Complete four pavement cores at locations selected by the CITY. Flagging will be required.
- 3) Conduct a large-scale Pilot Investigation Test (PIT) on the parcel located at the southwest corner of 2nd Avenue Southwest and Linwood Avenue Southwest. Sage will obtain the water meter from the CITY and conduct the required testing of the backflow preventer. The test area will be restored by backfilling with excavated soils and casting grass seed.
- 4) A Sage geotechnical engineer will supervise the explorations, obtain soil samples, and prepare field logs of the conditions encountered. Soil samples will be transported to Sage's laboratory for further classification and testing.
- 5) Provide a limited pavement condition survey for the portion of 2nd Avenue located within project limits. Sage will rate different areas of the roadway as fair, good, poor, etc., which will assist CONSULTANT in evaluating the extent of pavement rehabilitation needed.
- 6) For areas of pavement subgrade concern are identified during Sage's limited pavement condition survey, Sage will obtain four pavement cores to a depth to assess subgrade conditions. Sage will coordinate utility locating and traffic control services to include these areas.
- 7) Geotechnical laboratory testing will be completed to help determine pertinent soil engineering properties. Laboratory testing will include up to 12 index tests (combined sieve and hydrometer grain-size distribution analyses) and up to eight moisture content determinations.

Task 3 Geotechnical Engineering Analysis and Reporting

- 1) Analyze data obtained from the geologic review, field explorations, and laboratory testing program. Prepare a technical memorandum that includes:
 - ◆ A site map showing the approximate locations of the explorations.
 - ◆ Descriptive logs of the explorations and a summary of the subsurface soil and groundwater conditions observed.
 - ◆ An evaluation of feasible shoring and dewatering methods.
 - ◆ Recommendations for reuse of onsite soils as utility trench backfill materials, including backfill compaction criteria.
 - ◆ Recommendations for retaining walls.
 - ◆ A summary of the pavement condition assessment.
- 2) Prepare a geotechnical data report for inclusion in bid documents. The data report will include a summary of the field investigation, a description of subsurface conditions observed in the explorations, and the results of the geotechnical laboratory testing.

Phase 3 Understanding

- Sage will subcontract the driller, coring, and private utility-locating services.
- Site soil and groundwater are free from contamination.
- Traffic control plans, traffic control devices, and traffic control services will be subcontracted by Sage. Sage assumes a shoulder or lane closure and one to three days of flagging will be required.
- Right-of-way permits will be provided by the CITY at no cost to Sage.
- Drilling can be completed on weekdays during daylight hours.
- No private property right-of-entry permits are required.
- Soil samples obtained from the explorations will be held for 60 days after submittal of the final memorandum. After that date, the soil samples will be disposed of, unless arrangements are made to retain them.
- Sage will complete a limited pavement condition survey, not a detailed survey in accordance with WSDOT methodology.
- The pavement condition survey will occur prior to drilling.

Phase 3 Sage Deliverables

- Technical memoranda (draft and final will be delivered electronically in pdf format.

Phase 3 City Deliverables

- Rights of Entry

Phase 4 Traffic Validation

Task 1 Traffic Analysis

- 1) **Data Review:** Collect traffic counts and review TRPC model, Thurston County Comprehensive Plan, and the City of Tumwater Comprehensive Plan at the intersection of 2nd Avenue and Linwood Avenue. Traffic counts will be obtained by a vendor during the AM and PM peak hour.
- 2) **Volume Forecasts:** Review the TRPC travel demand model and prepare traffic volume forecasts at the intersection:
 - ◆ Collect and review current TRPC model existing and future volume plots.
 - ◆ Prepare post-processed AM and PM peak hour traffic volume assignments for opening year horizon and long-range (20-year) horizon.
 - ◆ Develop graphics showing the existing and future traffic volumes.
- 3) **Operational Analysis:** Prepare intersection operational analysis for current year, opening year, and 20-year horizon with existing control and geometry as well as with improvements. Prepare 20-year horizon intersection sensitivity analysis to determine recommended channelization for existing and proposed intersection control alternatives.
- 4) **Technical Memorandum:** Prepare a technical memorandum describing the project, the traffic volume forecast, and operational analysis results.

Phase 4 Understanding

- Analysis will include the AM and PM peak hours.
- Analysis will include the existing traffic control and channelization and the proposed roundabout control.
- SCJ will contract a vendor for traffic counts and the cost is included in the proposed project budget.
 - Vendor for traffic counts will use cameras or a person in the field to count traffic.

Phase 4 SCJ Deliverables

- Technical Memorandum describing the operational analysis results.

Phase 5 Non-Circular Roundabout Configuration Validation

Task 1 Site Visit with Survey

- 1) **Site Visit with Survey:** Walk site with Survey in hand and review for completeness.

Task 2 Roundabout Geometric Design

- 1) **Roundabout Concept Design:** Prepare a roundabout design. Based on the roundabout design, prepare geometric design drawings of the following:
 - ◆ Table summarizing the roundabout design details, including inscribed diameters, central island diameters, truck apron width, fastest path (radius and speed) for each approach, stopping and intersection sight distances for each approach, and super elevation of the circulating roadway.

- ◆ Drawings showing the travel paths and speeds for each movement.
 - ◆ Drawings showing stopping and intersection sight distance on each leg.
 - ◆ AutoTurn paths showing design vehicle movements.
- 2) Stakeholder Coordination:
- ◆ Coordinate with Tumwater School District, Tumwater Fire Department, and Intercity Transit on design of non-circular roundabout.
 - ◆ Attend up to one (1) meeting with all stakeholder.
- 3) Preliminary Lighting: Prepare preliminary lighting plans showing proposed light locations for the roundabout. Prepare lighting calculations using AGI32 software.
- 4) Preliminary Signing: Prepare preliminary permanent signing plan for the roundabout.
- 5) Technical Memorandum: Prepare a technical memorandum for inclusion in the Basis for Design Report prepared in Phase 6 Task 6. The memorandum will describe roundabout geometric design including standards used.
- 6) Roundabout Geometric Revisions: SCJ will revise the roundabout geometric package (subtask 1 through 5 of Phase 5, Task 1) up to two (2) times based on outcomes from Phase 5, Task 2. Includes two (2) meetings with the City.

Phase 5 Understanding

- Roundabout Geometric Package is for validating and refining the non-circular roundabout design.
- Central Island will be fully mountable.

Phase 5 SCJ Deliverables

- Marked up survey in PDF format submitted via email to MNT2COAST.
- Finalized survey in PDF format submitted via email to City of Tumwater.
- Roundabout Geometric Package in PDF format submitted via email to City of Tumwater.

Phase 6 30% Design

Task 1 Roadway

- 1) Horizontal Layout:
- ◆ Lay out sidewalk, striping, and proposed locations for curb ramps on S 2nd Ave from Linwood to B St.
- 2) Vertical Layout:
- ◆ Develop Civil 3D corridor model.
 - ◆ Central Island Profile
 - ◆ Establish catch lines for cut/fill limits.
 - ◆ Develop curb return profiles, intersection grading for intersections, and driveway grades.

- ◆ Design ADA ramps (type selection and preliminary grades) at intersections.
- 3) Technical Memorandum: Update the technical memorandum prepared in Phase 5 Task 1 – Roundabout Geometric Design documenting the basis for the vertical layout for inclusion in the Basis of Design Report.

Task 2 *Stormwater*

- 1) Basin Analysis: Establish existing and proposed basin boundaries and create PDF exhibits for:
 - ◆ The intersection of 2nd Avenue and Linwood Avenue
 - ◆ 2nd Avenue from where the 2nd Avenue and Linwood Avenue basin ends to B Street.
- 2) Modeling:
 - ◆ The intersection of 2nd Avenue and Linwood Avenue prepare a hydrologic model using WWHM12 of the existing and proposed land use conditions for the limits of disturbance to determine the treatment and flow control requirements. The treatment and flow control facility would assume to be a stormwater pond locate in the southwest corner of the 2nd Avenue and Linwood Avenue intersection. The model would be run to determine the size of a flow control pond and a 100% infiltration pond.
 - ◆ 2nd Avenue from the intersection with Linwood basin to B Street, a hydraulic model using WWHM12 to ensure the existing stormwater infrastructure is able to handle any additional flow from the improvements. There is no anticipated increase in flow to the existing stormwater infrastructure from this project.
- 3) Layout: Prepare plan and profile sheets to a preliminary design level for the stormwater improvements. Show the plan view footprint of water quality and flow control facilities.
- 4) Draft Stormwater Site Plan: Prepare a draft Stormwater Site Plan (drainage report).

Task 3 *Preliminary Channelization and Signing*

- 1) Channelization and Signing: Layout pavement delineation and markings and permanent roadway signing.

Task 4 *30% Plans*

- 1) 30% Plans: Prepare the following plan types at 1"=20' scale (unless noted otherwise). The number of plan sheets per plan type is shown in parentheses.
 - ◆ Cover Sheet (1 Sheet)
 - ◆ Design Baseline Horizontal Control Plan (4 Sheets)
 - ◆ Roadway Sections (3 Sheets)
 - ◆ Roadway/Stormwater Plan and Profile (12 Sheets)
 - ◆ Paving Plans (12 Sheets)

- ◆ Pavement Marking Plans (12 Sheets)
- ◆ Illumination Sheets (6 Sheets)

Task 5 30% Cost Estimate

1) 30% Cost Estimate:

- ◆ Develop quantities based on the 30% Plans.
- ◆ Assign unit costs for quantified items and assign lump sum costs to other items based on professional judgment.
- ◆ Develop a Preliminary Design Construction Cost Estimate that includes a 30% contingency.
- ◆ Provide an order-of-magnitude estimate of the number of construction working days.

Task 6 30% Specifications

1) List of all nonstandard items for the City to review.

- ◆ This includes if an standard item is being modified to include a construction requirement.
- ◆ The standard items will be generated from WSDOT standard item list and City of Tumwater's standard specifications.

Task 7 Basis of Design Report

- 1) Draft Basis for Design Report: Compile tech memos prepared under Phase 5.
- 2) Draft Maximum Extent Feasible (MEF) documentation for sidewalk curb ramps that preliminary appear to not be able to meet ADA requirements.

Phase 6 Understanding

- Design will conform to City of Tumwater development guidelines and WSDOT Standard Plans.
- Drainage design for this project will be City of Tumwater Drainage Design and Erosion Control Manual.
- Estimates will be done in excel using City of Tumwater provided format.
- Stormwater for 2nd Avenue and Linwood Avenue intersection will have 100% infiltration with the infiltration facility located in the southwest corner of the intersection.
- Stormwater for 2nd Avenue from the Linwood Avenue intersection basin to B Street will be tying into existing stormwater infrastructure and will replace existing stormwater catch basins.
- This project has multiple basins. The basin that includes the intersection of Linwood Avenue SW and South 2nd Avenue SW will trigger all Minimum Requirements. All other basins will trigger Minimum Requirements 1 through 5 and 11. If the City of Tumwater authorizes Phase 14, then all Minimum Requirements will be triggered for all basins.

Phase 6 SCJ Deliverables

- 30% Plans in PDF submitted via email to City of Tumwater.
- 30% Project AutoCAD Files submitted via email to City of Tumwater.

- 30% Cost Estimate in excel submitted via email to City of Tumwater.
- 30% List of nonstandard items in word submitted via email to City of Tumwater.
- 30% Stormwater Site Plan (drainage report) in PDF submitted via email to City of Tumwater.
- Draft Basis for Design Report in PDF submitted via email to City of Tumwater.
- Draft Maximum Extent Feasible (MEF) documentation in PDF submitted via email to City of Tumwater.

Phase 7 Environmental Permitting

Task 1 *SEPA Checklist Compliance*

- 1) Site Visit: Conduct a site visit to field-review existing conditions and identify potential environmental constraints.
- 2) Draft SEPA Checklist: Complete a Draft version of the SEPA Checklist and submit documents for review by the City of Tumwater.
- 3) Final SEPA Checklist: Complete the SEPA Checklist once all comments are received from the review process.
 - ◆ The following documents will be included as appendices to the SEPA Checklist:
 - (a) Geotechnical Report.
 - (b) Stormwater Report
 - (c) Cultural Resources Memorandum.

Task 2 *Permitting*

- 1) NPDES Permit: Prepare a Notice of Intent (NOI) for a Construction Stormwater General Permit from the Department of Ecology along with supporting graphics. SCJ will arrange for publication of the NOI in the local paper and upload the required documentation to the Department of Ecology's online portal.

Phase 7 Understanding

- It is assumed the project will be exempt from Executive Order 21-02 due to the lack of known historic or archaeological resources, as well as the project taking place completely within previously disturbed areas.
- Water Quality will be addressed through the project stormwater site plan.
- It is assumed no technical analyses, other than those described in this scope of work, will be required.
- The City of Tumwater will be required to supply any additional documents needed to complete the SEPA Checklist.
- The City of Tumwater will be responsible for submitting the SEPA Checklist and all submittal fees required for review of the SEPA Checklist will be paid directly by the City of Tumwater.
- The SEPA determination will be Determination of Non-Significance.
- NEPA will not be required.

Phase 7 SCJ Deliverables

- NPDES Notice of Intent via the online permitting portal.
- Draft SEPA Checklist in PDF submitted via email to the City of Tumwater.
- Final SEPA Checklist in PDF submitted via email to the City of Tumwater.

Phase 8 Utility Coordination

Task 1 Utility Mapping

- 1) Utility Mapping:
 - ◆ Obtain system maps and as-built drawings from utility providers. Compare to survey mapping to verify mapping completeness.
 - ◆ Field-verify the utility mapping against visible appurtenances and available system maps.
 - ◆ Attend up to three (3) site visits with utility companies.
 - ◆ Reconcile mapping discrepancies with City of Tumwater and utility providers.
- 2) Utility Conflict Technical Memorandum: Prepare a utility conflict technical memorandum based on the 60% design.
- 3) Utility Purveyor Coordination: Coordinate with utility providers to determine cost responsibility for relocations. Identify special construction-related requirements for each utility. Identify hazardous utility materials requiring special handling. Monitor utility progress on relocation plan development. Review Relocation Plan. Incorporate relocation plans into the plans, specifications, and estimate package.

Task 2 Utility Potholing

- 1) Prepare an exhibit identifying proposed utility pothole locations.
- 2) Coordinate with utility companies or City Staff (for City owned utilities) to have potholing done at proposed locations.
- 3) Review pothole information from potholing companies and create an exhibit showing the pothole information.
- 4) Incorporate pothole information into design.

Phase 8 Understanding

- City of Tumwater will provide available as-builts for utilities in the project area.
- SCJ will contact utility purveyors for as-builts.

Phase 8 SCJ Deliverables

- Utility Conflict Technical Memorandum in PDF submitted via email to City of Tumwater
- Proposed utility pothole location exhibit in PDF submitted via email to utility companies and City of Tumwater.

- Exhibit showing utility pothole information in PDF submitted via email to City of Tumwater.

Phase 8 City Deliverables

- City As-Builts include water, sanitary sewer, stormwater.
- As-builts for the Tumwater Fire Department North End Station 405 Linwood Avenue SW.
- If available, as-builts for the US Army Reserve 921 4th Ave SW.

Phase 9 60% Design

Task 1 Comment Resolution

- 1) Review 30% Comments: Review and discuss comments.
- 2) Comment Review Meeting: Setup and attend a meeting with the City of Tumwater to review and clarify comments. Comment resolution will be addressed with a Bluebeam Session.

Task 2 Roadway

- 1) Horizontal Layout
 - ◆ Update horizontal layout based on comments received from the City of Tumwater from 30% submittal review.
- 2) Vertical Layout:
 - ◆ Revise vertical layout based on comments received from the City of Tumwater 30% submittal review.
 - ◆ Updated ADA ramps at intersections as needed. Update curb return profiles and intersection grading.
 - ◆ Central Island Profile
 - ◆ Driveway Grading
- 3) Roadway Modeling: Develop a roadway model and generate a Civil 3D finish surface for the proposed roadway layout. Identify plan view locations that may require TCE's and impacts to existing retaining wall. Prepare earthwork cross-sections at 25-ft stations.
- 4) Technical Memorandum: Update the technical memorandum based on plan revisions from the 30% submittal review comments.

Task 3 Stormwater

- 1) Basin Analysis: Update existing and proposed basin maps based on comments received from the City of Tumwater 30% submittal review.
- 2) Modeling: Update hydrologic model of the existing and proposed land based on comments from the City of Tumwater 30% submittal review.

- 3) Layout: Update stormwater conveyance system based on comments from the City of Tumwater 30% submittal review.
- 4) Draft Stormwater Site Plan: Update the draft Stormwater Site Plan (drainage report).

Task 4 *60% Channelization and Signing*

- 1) Channelization and Signing: Update layout pavement delineation and markings and permanent roadway signing.

Task 5 *Preliminary Maintenance of Traffic*

- 1) Maintenance of Traffic Concept: Develop a strategy for construction phasing and traffic handling during construction for the project. Describe sequencing and traffic control methods. Include exhibits depicting the sequence of construction. Meet with the City of Tumwater to review the strategy. Revise the strategy one time to address input from the City of Tumwater.
- 2) Technical Memorandum: Prepare a traffic technical memorandum describing the construction phasing and traffic handling strategy for inclusion in the Basis of Design Report.

Task 6 *Illumination Design*

- 1) 60% Lighting: Revise lighting plans and lighting calculations using AGI32 software based on the Thurston County 30% submittal review. Coordinate illumination service location with Puget Sound Energy.

Task 7 *60% Plans*

- 1) 60% Plans: Prepare the following plan types at 1"=20' scale (unless noted otherwise). The number of plan sheets per plan type is shown in parentheses.
 - ◆ Cover Sheet (1 Sheet)
 - ◆ Design Baseline Horizontal Control Plan (4 Sheets)
 - ◆ Roadway Sections (3 Sheets)
 - ◆ Removal Plans (12 Sheets)
 - ◆ Temporary Erosion and Sediment Control Plans (12 Sheets)
 - ◆ Temporary Erosion and Sediment Control Details (2 Sheets)
 - ◆ Roadway/Stormwater Plan and Profile (12 Sheets)
 - ◆ Stormwater Details (4 Sheets)
 - ◆ Paving Plans (12 Sheets)
 - ◆ Sidewalk Curb Ramp Details (13 Sheets)
 - ◆ Paving Details (2 Sheets)
 - ◆ Roundabout Center Island Details (2 Sheets)
 - ◆ Pavement Marking Plans (12 Sheets)
 - ◆ Pavement Marking Details (2 Sheets)
 - ◆ Signing Plans (12 Sheets)

- ◆ Signing Details (3 Sheets)
- ◆ Illumination Sheets (6 Sheets)
- ◆ Illumination Details (3 Sheets)
- ◆ Staging Plans (5 Sheets)
- ◆ Temporary Traffic Control Plans (5 Sheets)

Task 8 *60% Cost Estimate*

- 1) 60% Cost Estimate:
 - ◆ Develop quantities based on the 60% plans.
 - ◆ Develop a 60% design Cost Estimate that includes a 15% contingency.

Task 9 *60% Specifications*

- 1) 60% Specifications
 - ◆ Develop run-list.

Task 10 *Basis of Design Report*

- 1) Basis for Design Report: Update the Basis for Design Report based on comments from the City of Tumwater 30% submittal review and the 60% design.
- 2) Maximum Extent Feasible (MEF): Update the MEF based on design 60% design revisions.

Phase 9 SCJ Deliverables

- 60% Plans in PDF submitted via email to City of Tumwater.
- 60% Project AutoCAD Files submitted via email to City of Tumwater.
- 60% Construction Cost Estimate in PDF submitted via email to City of Tumwater.
- 60% Special Provisions in PDF submitted via email to City of Tumwater.
- 60% Stormwater Site Plan in PDF submitted via email to City of Tumwater.
 - SWPPP will be an appendix to the Stormwater Site Plan.
- Basis for Design Report in PDF submitted via email to City of Tumwater.
- Maximum Extent Feasible (MEF) documentation in PDF submitted via email to City of Tumwater.

Phase 10 90% Design

Task 1 *Comment Resolution*

- 1) Review 60% Comments: Review and respond to comments.
- 2) Comment Review Meeting: Setup and attend a meet with the City of Tumwater to review and clarify comments. Comment resolution will be addressed with a Bluebeam Session.

Task 2 *Roadway*

- 1) Horizontal Layout
 - ◆ Update horizontal layout based on comments received from the City of Tumwater from 60% submittal review.
- 2) Vertical Layout:
 - ◆ Updated vertical layout based on comments received from the City of Tumwater 60% submittal review.

Task 3 *Stormwater*

- 1) Basin Analysis: Update existing and proposed basin maps based on comments received from the City of Tumwater 60% submittal review.
- 2) Modeling: Update hydrologic model of the existing and proposed land based on comments from the City of Tumwater 60% submittal review.
- 3) Layout: Update stormwater conveyance system based on comments from the City of Tumwater 60% submittal review.
- 4) Draft Stormwater Site Plan: Update the draft Stormwater Site Plan (drainage report).

Task 4 *90% Channelization and Signing Design*

- 1) Striping: Update pavement marking plans to incorporate any horizontal design changes and revisions based on the 60% Comments.
- 2) Signing: Develop a signing plan to meet the requirements of the MUTCD. Identify sign type, size and location. Identify existing signs to be relocated or removed. Prepare the Sign Specification table.

Task 5 *90% Maintenance of Traffic*

- 1) 90% Maintenance of Traffic: Update and progress design. Incorporate 60% review comments.

Task 6 *Illumination Design*

- 1) 90% Lighting: Update lighting plans and lighting calculations using AGI32 software based on the City of Tumwater 60% submittal review.

Task 7 *90% Plans*

- 1) 90% Plans: Update the following plan types at 1"=20' scale (unless noted otherwise). The number of plan sheets per plan type is shown in parentheses.
 - ◆ Cover Sheet (1 Sheet)
 - ◆ Design Baseline Horizontal Control Plan (4 Sheets)
 - ◆ Roadway Sections (3 Sheets)
 - ◆ Removal Plans (12 Sheets)

- ◆ Temporary Erosion and Sediment Control Plans (12 Sheets)
- ◆ Temporary Erosion and Sediment Control Details (2 Sheets)
- ◆ Roadway/Stormwater Plan and Profile (12 Sheets)
- ◆ Stormwater Details (4 Sheets)
- ◆ Paving Plans (12 Sheets)
- ◆ Sidewalk Curb Ramp Details (13 Sheets)
- ◆ Paving Details (2 Sheets)
- ◆ Roundabout Center Island Details (2 Sheets)
- ◆ Pavement Marking Plans (12 Sheets)
- ◆ Pavement Marking Details (2 Sheets)
- ◆ Signing Plans (12 Sheets)
- ◆ Signing Details (3 Sheets)
- ◆ Illumination Sheets (6 Sheets)
- ◆ Illumination Details (3 Sheets)
- ◆ Staging Plans (5 Sheets)
- ◆ Temporary Traffic Control Plans (5 Sheets)

Task 8 *90% Cost Estimate*

- 1) 90% Cost Estimate:
 - ◆ Develop quantities based on the 90% plans.
 - ◆ Develop a 90% design construction cost estimate that includes a 5% contingency.

Task 9 *90% Specifications*

- 1) 90% Specifications
 - ◆ Write special provisions based on 90% plan set.
 - ◆ Complete WSDOT standard specifications, City Standard Specifications, and project special provisions for City to incorporate into the project Contract Manual.

Task 10 *Constructability Review*

- 1) Perform one (1) constructability review of the 90% plans, specifications, and estimate.

Task 11 *Basis of Design Report*

- 1) Basis for Design Report: Update the Basis for Design Report based on comments from the City of Tumwater 60% submittal review and the 90% design.
- 2) Maximum Extent Feasible (MEF): Update the MEF based on design 90% design revisions.

Phase 10 SCJ Deliverables

- 90% Plans in PDF submitted via email to City of Tumwater.

- 90% Project AutoCAD Files submitted via email to City of Tumwater.
- 90% Construction Cost Estimate in PDF submitted via email to City of Tumwater.
- 90% Special Provisions in PDF submitted via email to City of Tumwater.
- 90% Stormwater Site Plan in PDF submitted via email to City of Tumwater.
 - SWPPP will be an appendix to the Stormwater Site Plan.
- Basis for Design Report in PDF submitted via email to City of Tumwater.
- Maximum Extent Feasible (MEF) documentation in PDF submitted via email to City of Tumwater.

Phase 11 Final PS&E

Task 1 Comment Response:

- 1) 90% Comment Response: Respond to 90% comments from the City of Tumwater

Task 2 Final Plans

- 1) Final Plans: Finalize all plan sheets.

Task 3 Final Cost Estimate

- 1) Final Cost Estimate:
 - ◆ Develop quantities based on the final plans.
 - ◆ Develop a final design construction cost estimate that includes a 0% contingency.

Task 4 Final Specifications

- 1) Final Specifications
 - ◆ Finalize special provisions based on the final plan set.
 - ◆ Complete WSDOT standard specifications, City Standard Specifications, and project special provisions for City to incorporate into the project Contract Manual.

Task 5 Final Stormwater Report

- 1) Final Stormwater Report: Prepare a final stormwater report based on 90% comments and constructability review.

Task 6 Final Basis of Design Report

- 1) Basis for Design Report: Update the Basis for Design Report based on comments from the City of Tumwater 90% submittal review and the final design.
- 2) Maximum Extent Feasible (MEF): Update the MEF based on design final design revisions.

Phase 11 Understanding

- The City of Tumwater will be compiling the Contract Manual.

Phase 11 SCJ Deliverables

- Final Plans in PDF submitted via email to City of Tumwater.
- Final Project AutoCAD Files submitted via email to City of Tumwater.
- Final Construction Cost Estimate in PDF submitted via email to City of Tumwater.
 - Includes all calculations and backup data for how all bid items and quantities were calculation and verified including the quality control measures taken.
- Final Special Provisions in PDF submitted via email to City of Tumwater.
- Final Stormwater Site Plan in PDF submitted via email to City of Tumwater.
 - SWPPP will be an appendix to the Stormwater Site Plan.
- Final Basis for Design Report in PDF submitted via email to City of Tumwater.
- Final Maximum Extent Feasible (MEF) documentation in PDF submitted via email to City of Tumwater.

Phase 12 Cultural Resources (Tierra)

Phase 12 will provide field investigation and report in compliance with Executive Order 21-02 due to the state funding element. The field investigation will document the built environment and the historic building in the project vicinity. Due to the expected footprint of the project and previously disturbed areas it is anticipated that the project will be exempt from a cultural resources discipline report.

Task 1 Project Management and Agency Coordination

- 1) Tierra will coordinate with SCJ Alliance, WSDOT, DAHP, and the affected Tribes, as needed. Other items under this task include project management, team meetings, and billing.

Task 2 Archaeological Field Investigation

- 1) Tierra will conduct a pedestrian survey of the project to document and photograph current project conditions.

Task 3 Reporting and Deliverables

- 1) Following fieldwork, a technical report will be prepared outlining the project from start to completion. The report will be submitted to SCJ Alliance for review and approval. Only with authorization from SCJ Alliance will this report be finalized and submitted to WSDOT for review and approval. The report will follow DAHP standards and will include descriptions of the proposed project, pre-field research, field methods, and results of the investigations. The report will also contain recommendations regarding the archaeological/historic significance of the historic building previously identified in the project area.

- 2) Any comments will be addressed and a revised report (pdf format) including a DAHP cover sheet, resource forms, and any additional attachments, provided to SCJ Alliance for final submittal to WSDOT, who will submit the final report to DAHP and the Tribes.

Phase 12 Understanding

- The fieldwork investigation will not identify cultural resources, and no artifacts or cultural materials will be removed from the field.
- Additional archival research will not be required.
- Native American consultation will not be performed under this scope of work.

Phase 12 Tierra Deliverables

- Draft Technical Report submitted to SCJ.
- Finalized Technical Report submitted to WSDOT.

Phase 13 Schedule 74 Utility Coordination (Not to proceed without direction from City)

This phase is dedicated to the coordination between SCJ and the private utility companies to underground utilities for this project. The undergrounding will be broken up into two different areas:

- Area 1: The intersection of Linwood Avenue SW and South 2nd Avenue SW north to the intersection of South 2nd Avenue SW and South 4th Avenue SW.
- Area 2: The intersection South 2nd Avenue SW and South 4th Avenue SW north to the intersection of South 2nd Avenue SW and B Street SW.

This phase will assume the allocation of 192 hours. These hours will be re-evaluated once the extents of underground work is defined.

Task 1 Area 1 – Schedule 74 Utility Coordination

- 1) Joint Utility Trench (JUT) Layout: Meet with Puget Sound Energy (PSE) and telecommunications utilities to coordinate the proposed improvements. Determine the location of the joint utility trench for PSE and telecommunication facilities. Determine concept level location of all service connections (four assumed). Prepare a plan showing the location, depth, and trench cross-section.
- 2) PSE Utility Vaults: Coordinate with PSE to determine type, size, and number of conduits required to underground PSE power facilities. Coordinate with PSE to determine appropriate location for PSE vaults and transformers. Prepare exhibits showing the area needed for PSE facilities.
- 3) Telecommunications Vaults: Coordinate with telecommunications companies to determine which companies are sharing PSE poles and will need to be part of the underground conversion. Coordinate with the telecommunication companies to determine type, size, and number of

conduits required to underground facilities. Coordinate with telecommunication companies to determine appropriate location for vaults and transformers. Prepare exhibits showing the area needed for telecommunication facilities.

Task 2 *Area 2 – Schedule 74 Utility Coordination*

- 1) Joint Utility Trench (JUT) Layout: Meet with Puget Sound Energy (PSE) and telecommunications utilities to coordinate the proposed improvements. Determine the location of the joint utility trench for PSE and telecommunication facilities. Determine concept level location of all service connections (ten assumed). Prepare a plan showing the location, depth, and trench cross-section.
- 2) PSE Utility Vaults: Coordinate with PSE to determine type, size, and number of conduits required to underground PSE power facilities. Coordinate with PSE to determine appropriate location for PSE vaults and transformers. Prepare exhibits showing the area needed for PSE facilities.
- 3) Telecommunications Vaults: Coordinate with telecommunications companies to determine which companies are sharing PSE poles and will need to be part of the underground conversion. Coordinate with the telecommunication companies to determine type, size, and number of conduits required to underground facilities. Coordinate with telecommunication companies to determine appropriate location for vaults and transformers. Prepare exhibits showing the area needed for telecommunication facilities.

Phase 13 Understanding

- Easements for utilities will be acquired by the utility purveyors or the City of Tumwater.

Phase 13 Deliverables

- JUT Plans (Draft and Final) to be incorporated into the Final Plans Package in PDF.
- Utility Vault and Facility Exhibits in PDF.

Phase 14 2nd Avenue Stormwater Design (Not to proceed without direction from City)

This phase is dedicated to the stormwater design on South 2nd Avenue SW from South 4th Avenue SW to B Street SW. This phase will assume the allocation of 96 hours.

Task 1 *Stormwater Modeling*

- 1) Modeling:
 - ◆ 2nd Avenue from the intersection with Linwood basin to B Street, a hydraulic model using WWHM12 to ensure the existing stormwater infrastructure is able to handle any additional flow from the improvements and the underground infiltration facility. This phase assumes

the project will trigger Minimum Requirement 6: Runoff Treatment and Minimum Requirements 7: Flow Control.

- 2) Layout: Prepare plan and profile sheets to determine a preliminary design level for the stormwater improvements based on the Minimum Requirements 6 and 7. Show the plan view footprint of water quality and water control facilities.
- 3) Revise Stormwater Site Plan: Revise the draft Stormwater Site Plan (drainage report) prepared in Phase 6 Task 2.
- 4) Stormwater Meeting: Attend one (1) meeting with the CITY to review stormwater plan.

Task 2 *Revise Stormwater*

- 1) Revise Stormwater Modeling: Check the modeling based on any comments from the meeting with the CITY in Phase 14, Task 1.
- 2) Revise Layout: Revise layout of the stormwater plan and profiles based on comments from the meeting with the CITY in Phase 14, task 1.
- 3) Revise Stormwater Site Plan: Revise the draft Stormwater Site Plan (drainage report) based on comments from the meeting with the CITY in Phase 14, task 1.

Task 3 *60% Plans Sheets (Stormwater Facility Details)*

- 1) 60% Plans (Stormwater Facility Details): Add the following plan types at 1"=20' scale (unless noted otherwise) to the plan set at the 60% Phase. The number of plan sheets per plan type is shown in parentheses.

◆ Stormwater Facility Details (4 Sheets)

Task 4 *90% Plans Sheets (Stormwater Facility Details)*

- 1) Final Plans (Stormwater Facility Details): Update the following plan types at 1"=20' scale (unless noted otherwise) to the plan set at the 90% Phase. The number of plan sheets per plan type is shown in parentheses.

◆ Stormwater Facility Details (4 Sheets)

Task 5 *Final Plans Sheets (Stormwater Facility Details)*

- 1) Final Plans (Stormwater Facility Details): Update the following plan types at 1"=20' scale (unless noted otherwise) to the plan set at the Final Phase. The number of plan sheets per plan type is shown in parentheses.

◆ Stormwater Facility Details (4 Sheets)

Phase 14 Understanding

- The stormwater BMP for the stretch of South 2nd Avenue SW from F St SW to B St SW is assumed to be underground infiltration facilities.
- The South 3rd Avenue SW area on the south side of South 2nd Avenue SW potential use for stormwater facility, will need to discuss with CITY if feasible.

Phase 14 Deliverables

- Revised Stormwater Site Plan in PDF submitted via email to City of Tumwater.
- WWHM 12 files submitted via email to City of Tumwater.
- 60% Stormwater Facility Detail sheets as part of the 60% Plan Set in PDF submitted via email to City of Tumwater.
- 90% Stormwater Facility Detail sheets as part of the 90% Plan Set in PDF submitted via email to City of Tumwater.
- Final Stormwater Facility Detail sheets as part of the Final Plan Set in PDF submitted via email to City of Tumwater.

Phase 15 GEOTECHNICAL INVESTIGATION AND REPORTING 2nd Ave – F St SW to B St SW (Sage) (Not to proceed without direction from City)

CONSULTANT will retain Sage Geotechnical, LLC (Sage) to provide limited geotechnical engineering services in support of the project.

Task 1 Site Reconnaissance and Utility Locates

- 1) Gather and review available geotechnical and geologic information for the site.
- 2) Visit the site to observe existing conditions and equipment access for field explorations.
- 3) Notify the Utility Notification Center for public utility clearance. Subcontract a private utility-locating service to locate utilities outside of public easements.
- 4) Submit a traffic control plan for review by the CITY.
- 5) Prepare subcontractor agreements for excavation or drilling services. Coordinate fieldwork schedule with subcontractors.
- 6) Provide project management services, including monthly budget tracking and progress reports, project closeout, and miscellaneous consultation.

Task 2 Geotechnical Field Explorations and Laboratory Testing

- 1) Advance five geotechnical test pits up to 12 ft, groundwater, or practical refusal OR advance five auger borings, each to a depth of 20 ft below ground surface, groundwater, or practical refusal. The CITY's consultant will provide desirable locations to Sage (one at F St SW and B St SW, and 3 spaced evenly between). Depending on site conditions, Sage will submit a site plan

for the CITY's review showing the proposed exploration locations prior to breaking ground. Drilling will require 1 day.

- 2) A Sage geotechnical engineer will supervise the explorations, obtain soil samples, and prepare field logs of the conditions encountered. Soil samples will be transported to Sage's laboratory for further classification and testing.
- 3) Geotechnical laboratory testing will be completed to help determine pertinent soil engineering properties. Laboratory testing will include up to 12 index tests (combined sieve and hydrometer grain-size distribution analyses) and up to 12 moisture content determinations.

Task 3 *Geotechnical Engineering Analysis and Reporting*

- 1) Analyze data obtained from the geologic review, field explorations, and laboratory testing program. Prepare a technical memorandum that includes:
 - ◆ A site map showing the approximate locations of the explorations.
 - ◆ Descriptive logs of the explorations and a summary of the subsurface soil and groundwater conditions observed.
- 2) Prepare a geotechnical data report for inclusion in bid documents. The data report will include a summary of the field investigation, a description of subsurface conditions observed in the explorations, and the results of the geotechnical laboratory testing.

Phase 15 Assumptions:

- Sage will subcontract the driller and private utility-locating services.
- Site soil and groundwater are free from contamination.
- The exploration method (excavator or drilling) will depend on utilities and determined after locates are submitted or a survey with utilities is provided.
- Traffic control plans and traffic control devices will be subcontracted by Sage. Sage assumes a shoulder or lane closure will be required.
- Right-of-way permits will be provided by the CITY at no cost to Sage.
- Excavation or drilling can be completed on weekdays during daylight hours.
- No private property right-of-entry permits are required.
- Soil samples obtained from the explorations will be held for 60 days after submittal of the final memorandum. After that date, the soil samples will be disposed of, unless arrangements are made to retain them.

Phase 15 Sage Deliverables:

- Technical memoranda (draft and final will be delivered electronically in pdf format.

Phase 16 TASK 2: GEOTECHNICAL INVESTIGATION AND REPORTING – 3rd St SW (Sage) (Not to proceed without direction from City)

CONSULTANT will retain Sage Geotechnical, LLC (Sage) to provide limited geotechnical engineering services in support of the project.

Task 1 *Site Reconnaissance and Utility Locates*

- 1) Gather and review available geotechnical and geologic information for the site.
- 2) Visit the site to observe existing conditions and drill rig access for field explorations.
- 3) Notify the Utility Notification Center for public utility clearance. Subcontract a private utility-locating service to locate utilities outside of public easements.
- 4) Submit a traffic control plan for review by the CITY.
- 5) Prepare subcontractor agreement for drilling services. Coordinate fieldwork schedule with subcontractors.
- 6) Provide project management services, including monthly budget tracking and progress reports, project closeout, and miscellaneous consultation.

Task 2 *Geotechnical Field Explorations and Laboratory Testing*

- 1) Advance one auger boring to a depth of 25 ft below ground surface, groundwater, or practical refusal. The CITY's consultant will provide a desirable location to Sage (S 3rd Ave SW undeveloped area next to I-5). Depending on site conditions, Sage will submit a site plan for the CITY's review showing the proposed exploration locations prior to breaking ground. Drilling will require a half day.
- 2) A Sage geotechnical engineer will supervise the explorations, obtain soil samples, and prepare field logs of the conditions encountered. Soil samples will be transported to Sage's laboratory for further classification and testing.
- 3) Geotechnical laboratory testing will be completed to help determine pertinent soil engineering properties. Laboratory testing will include up to four index tests (combined sieve and hydrometer grain-size distribution analyses) and up to four moisture content determinations.

Task 3 *Geotechnical Engineering Analysis and Reporting*

- 1) Analyze data obtained from the geologic review, field explorations, and laboratory testing program. Prepare a technical memorandum that includes:
 - ◆ A site map showing the approximate location of the exploration.
 - ◆ Descriptive log of the explorations and a summary of the subsurface soil and groundwater conditions observed.
- 2) Prepare a geotechnical data report for inclusion in bid documents. The data report will include a summary of the field investigation, a description of subsurface conditions observed in the explorations, and the results of the geotechnical laboratory testing.

Task 16 Assumptions:

- Sage will subcontract the driller and private utility-locating services.

- The boring location will be along the paved portion of the right-of-way that is also being used as residential access. The City will assist with neighbor relations and communication.
- Site soil and groundwater are free from contamination.
- Traffic control plans and traffic control devices will be subcontracted by Sage. Sage assumes a lane closure will be required.
- Right-of-way permits will be provided by the CITY at no cost to Sage.
- Drilling can be completed on weekdays during daylight hours.
- No private property right-of-entry permits are required.
- Soil samples obtained from the explorations will be held for 60 days after submittal of the final memorandum. After that date, the soil samples will be disposed of, unless arrangements are made to retain them.

Task 16 Sage Deliverables:

- Technical memoranda (draft and final will be delivered electronically in pdf format.

Chapter 3.46

CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;

2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or

3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;

2. The contractor is a sole source;

3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;

4. The contractor is a public entity;

5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

A. Within the city;

B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and

C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)

EXHIBIT C

COMPENSATION SPREADSHEET

Consultant Billing Rate Schedule - Exhibit D-2



SCJ Alliance

Client: City of Tumwater
Project: 2nd Avenue Pedestrian and Bicycle Improvements
Job #: 23-000742
File Name: 23-000742_FEE_20240610.xlsm
Date: 2/20/24

Hourly Rate Table Format: WSDOT
 Allowable Overhead Rate: 166.19%
 Negotiated Fixed Fee: 31.00%
 Billing Rate Table Version: 8/17/2023

Actuals Not To Exceed Billing Rate Table (ANTE)

Job Classifications	Direct Labor Hourly Rate NTE	Allowable Overhead 166.19%	Negotiated Profit 31.00%	Total Hourly Billing Rates NTE
Principal	\$132.15	\$219.63	\$40.97	\$392.75
Senior Consultant	\$105.92	\$176.02	\$32.83	\$314.77
Senior Project Manager	\$92.11	\$153.08	\$28.55	\$273.74
PM3 Project Manager	\$77.00	\$127.97	\$23.87	\$228.84
PM2 Project Manager	\$70.00	\$116.33	\$21.70	\$208.03
PM1 Project Manager	\$52.00	\$86.42	\$16.12	\$154.54
Senior Engineer	\$64.29	\$106.84	\$19.93	\$191.06
E4 Engineer	\$60.00	\$99.71	\$18.60	\$178.31
E3 Engineer	\$56.68	\$94.20	\$17.57	\$168.45
E2 Engineer	\$49.47	\$82.21	\$15.34	\$147.02
E1 Engineer	\$39.12	\$65.01	\$12.13	\$116.26
Senior Landscape Architect	\$61.79	\$102.69	\$19.15	\$183.63
L4 Landscape	\$53.08	\$88.21	\$16.45	\$157.75
L3 Landscape	\$45.00	\$74.79	\$13.95	\$133.74
L2 Landscape	\$41.14	\$68.37	\$12.75	\$122.26
L1 Landscape	\$34.00	\$56.50	\$10.54	\$101.04
Senior Planner	\$71.00	\$117.99	\$22.01	\$211.00
P4 Planner	\$52.17	\$86.70	\$16.17	\$155.04
P3 Planner	\$45.00	\$74.79	\$13.95	\$133.74
P2 Planner	\$39.48	\$65.61	\$12.24	\$117.33
P1 Planner	\$36.30	\$60.33	\$11.25	\$107.88
Senior Technician	\$53.00	\$88.08	\$16.43	\$157.51
T4 Technician	\$48.26	\$80.20	\$14.96	\$143.42
T3 Technician	\$40.62	\$67.51	\$12.59	\$120.72
T2 Technician	\$36.00	\$59.83	\$11.16	\$106.99
T1 Technician	\$34.34	\$57.07	\$10.65	\$102.06
Construction Inspector	\$33.17	\$55.13	\$10.28	\$98.58
Senior Construction Manager	\$0.00	\$0.00	\$0.00	\$0.00
RE 3 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
RE 2 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
RE 1 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
Construction Office Engineer	\$0.00	\$0.00	\$0.00	\$0.00
CI 4 Construction Inspector	\$72.97	\$121.27	\$22.62	\$216.86
CI 3 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI 2 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI 1 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
Graphic Designer	\$46.00	\$76.45	\$14.26	\$136.71
PC 3 Project Coordinator - CM Only	\$0.00	\$0.00	\$0.00	\$0.00
PC 2 Project Coordinator	\$45.85	\$76.20	\$14.21	\$136.26
PC 1 Project Coordinator	\$36.35	\$60.41	\$11.27	\$108.03
Project Accountant	\$66.00	\$109.69	\$20.46	\$196.15

Consultant Fee Determination Summary - Exhibit D-1

SCJ Alliance

Client: City of Tumwater
Project: 2nd Avenue Pedestrian and Bicycle Impro
Job #: 23-000742
File Name: 23-000742_FEE_20240614.xlsm



Template Version: 8/17/2023
Contract Type: WSDOT

Consultant Fee Determination

DIRECT SALARY COST

Classification	Hours	Direct Hourly Rate	Amount
Principal	184.0	\$70.20	\$12,916.80
E4 Engineer	512.0	\$52.11	\$26,680.32
Senior Technician	496.0	\$52.92	\$26,248.32
E3 Engineer	1,428.0	\$41.74	\$59,604.72
Senior Project Manager	32.0	\$83.32	\$2,666.31
Senior Planner	56.0	\$52.67	\$2,949.35
P4 Planner	54.0	\$44.07	\$2,379.78
Project Accountant	16.0	\$45.67	\$730.77
Total Direct Salary Cost			\$134,176.37

OVERHEAD

Overhead Rate: 166.19% Direct Salary Cost: \$134,176.37 Overhead Cost \$222,987.72

FIXED FEE

Fixed Fee Rate: 31.00% Direct Salary Cost: \$134,176.37 Fixed Fee Cost \$41,594.68

TOTAL SALARY COST

Total Salary Cost \$398,758.76

SUBCONSULTANTS

MTN2COAST	Phase 2	Topographic Survey/Right-of-Way Establishment (M	\$57,430
Sage Geotechnical	Phase 3	Geotechnical investigation and Reporting (Sage Geo	\$42,735
Tierra	Phase 12	Cultural Resources (Tierra)	\$10,294
Sage Geotechnical	Phase 15	GEOTECHNICAL INVESTIGATION AND REPORTING 2n	\$14,630
Sage Geotechnical	Phase 16	GEOTECHNICAL INVESTIGATION AND REPORTING – :	\$10,240
Subconsultant Fee Subtotal			\$0
Subconsultant Markup:			10%
			\$135,329.00
			\$13,532.90

REIMBURSABLE EXPENSES

Copies, Printing, etc.	0.2%	of the Direct Salary Costs	\$797.52
Traffic Counting		Vender to Count Traffic	\$1,000
Title Reports		Title Reports	\$13,000
Mileage	150	miles at \$0.655 per mile	\$98.25
Expenses Subtotal:			\$14,895.77
Expenses Markup:			0%
			\$0.00

SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)

Subtotal (Salary, Subconsultants and Expenses) \$562,516.43

MANAGEMENT RESERVE FUND (MRF)

Management Reserve: \$75,000 \$75,000.00

Total Estimated Budget: \$637,516.43

Consultant Labor Hour Estimate

SCJ Alliance

Client: City of Tumwater

Template Version: 8/17/2023

Project: 2nd Avenue Pedestrian and Bicycle Improvement

Contract Type: WSDOT

Job #: 23-000742

File Name: 23-000742_FEE_20240610.xlsm



		Patrick Holm	Sam Rowswell	Matt Weyrauch	Sam Dunn	Daniel Clark	Ryan Shea	Jacki Taylor	Mellisa Oum	
Phase & Task No.	Phase & Task Title	Principal	E4 Engineer	Senior Technician	E3 Engineer	Senior Project Manager	Senior Planner	P4 Planner	Project Accountant	Total Direct Labor Hours & Cost
Phase 1	Project Management									
Task 1	Management									
1	Management	32.0	64.0							96.0
2	Schedule and Budget	16.0	16.0							32.0
3	Bi-Weekly Progress Reports	19.0	38.0							57.0
4	Progress Billing	16.0	16.0						16.0	48.0
5	Filing		8.0							8.0
6	Subconsultant Administration	4.0	16.0							20.0
7	Project Meeting									
Subtotal Hours:		87.0	158.0						16.0	261.0
Task 2	Quality Assurance/Quality Control									
1	Quality Control	16.0	24.0							40.0
2	Quality Assurance:	16.0	24.0							40.0
Subtotal Hours:		32.0	48.0							80.0
Total Phase Hours:		119.0	206.0						16.0	341.0
Total Phase Direct Labor:		\$8,353.80	\$10,734.66						\$730.77	\$19,819.23
Phase 2	Topographic Survey/Right-of-Way Establishment (MTN2COAST)									
Phase 3	Geotechnical investigation and Reporting (Sage Geotechnical)									
Phase 4	Traffic Validation									
Task 1	Traffic Analysis									
1	Data Review						8.0			8.0
2	Volume Forecasts						16.0			16.0
3	Operational Analysis						16.0			16.0
4	Technical Memorandum						16.0			16.0
Subtotal Hours:							56.0			56.0
Total Phase Hours:							56.0			56.0
Total Phase Direct Labor:							\$2,949.35			\$2,949.35
Phase 5	Non-Circular Roundabout Configuration Validation									
Task 1	Site Visit with Survey									
1	Site Visit with Survey	4.0	4.0	4.0	4.0					16.0
Subtotal Hours:		4.0	4.0	4.0	4.0					16.0
Task 2	Roundabout Geometric Design									
1	Roundabout Concept Design	2.0	8.0	24.0	40.0					74.0
2	Stakeholder Coordination	2.0	2.0	2.0	2.0					8.0
3	Preliminary Lighting		2.0	8.0	24.0					34.0
4	Preliminary Signing		2.0	4.0	16.0					22.0
5	Technical Memorandum	2.0	2.0	2.0	8.0					14.0
6	Roundabout Geometric Revisions	3.0	3.0	24.0	24.0					54.0
Subtotal Hours:		9.0	19.0	64.0	114.0					206.0
Total Phase Hours:		13.0	23.0	68.0	118.0					222.0
Total Phase Direct Labor:		\$912.60	\$1,198.53	\$3,598.56	\$4,925.32					\$10,635.01
Phase 6	30% Design									
Task 1	Roadway									
1	Horizontal Layout		8.0	40.0	40.0					88.0
2	Vertical Layout	2.0	4.0	24.0	24.0					54.0
3	Technical Memorandum		4.0	4.0	16.0					24.0

Consultant Labor Hour Estimate

SCJ Alliance

Client: City of Tumwater

Template Version: 8/17/2023

Project: 2nd Avenue Pedestrian and Bicycle Improvement

Contract Type: WSDOT

Job #: 23-000742

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		Patrick Holm	Sam Rowsell	Matt Weyrauch	Sam Dunn	Daniel Clark	Ryan Shea	Jacki Taylor	Mellisa Oum	
Phase & Task No.	Phase & Task Title	Principal	E4 Engineer	Senior Technician	E3 Engineer	Senior Project Manager	Senior Planner	P4 Planner	Project Accountant	Total Direct Labor Hours & Cost
Subtotal Hours:		2.0	16.0	68.0	80.0					166.0
Task 2	Stormwater									
1	Basin Analysis	2.0	2.0		16.0					20.0
2	Modeling	2.0	2.0		16.0					20.0
3	Layout		2.0		24.0					26.0
4	Draft Stormwater Site Plan	2.0	2.0		16.0					20.0
Subtotal Hours:		6.0	8.0		72.0					86.0
Task 3	Preliminary Channelization and Signing									
1	Channelization and Signing		2.0	8.0	16.0					26.0
Subtotal Hours:			2.0	8.0	16.0					26.0
Task 4	30% Plans									
1	30% Plans									
X	Cover Sheet (1)		2.0		4.0					6.0
X	Design Baseline Horizontal Control Plan (4)		2.0	4.0	10.0					16.0
X	Roadway Sections (3)		2.0	2.0	8.0					12.0
X	Roadway/Stormwater Plan and Profile (12)		2.0	8.0	34.0					44.0
X	Pvaing Plans (12)		2.0	8.0	28.0					38.0
X	Pavement Markings (12)		2.0	8.0	28.0					38.0
X	Illumination sheets (6)		2.0	4.0	16.0					22.0
Subtotal Hours:			14.0	34.0	128.0					176.0
Task 5	30% Cost Estimate									
1	30% Cost Estimate		4.0	8.0	16.0					28.0
Subtotal Hours:			4.0	8.0	16.0					28.0
Task 6	30% Specifications									
1	List of all nonstandard itmes		1.0	1.0	4.0					6.0
Subtotal Hours:			1.0	1.0	4.0					6.0
Task 7	Basis of Design Report									
1	Draft Basis for Design Report	2.0	4.0	4.0	8.0					18.0
2	Draft Maximum Extent Feasible (MEF) documentation	2.0	2.0	4.0	8.0					16.0
Subtotal Hours:		4.0	6.0	8.0	16.0					34.0
Total Phase Hours:		12.0	51.0	127.0	332.0					522.0
Total Phase Direct Labor:		\$842.40	\$2,657.61	\$6,720.84	\$13,857.68					\$24,078.53
Phase 7	Environmental Permitting									
Task 1	SEPA Checklist Compliance									
1	Site Visit							4.0		4.0
2	Draft SEPA Checklist		4.0					32.0		36.0
3	Final SEPA Checklist		4.0					16.0		20.0
Subtotal Hours:			8.0					52.0		60.0
Task 5	Permitting									
1	NPDES Permit		4.0					2.0		6.0
Subtotal Hours:			4.0					2.0		6.0
Total Phase Hours:			12.0					54.0		66.0
Total Phase Direct Labor:			\$625.32					\$2,379.78		\$3,005.10
Phase 8	Utility Mapping									
Task 1	Utility Mapping									
1	Utility Mapping	1.0	8.0	4.0	16.0					29.0
2	Utility Conflict Technical Memorandum	1.0	8.0		4.0					13.0
3	Utility Purveyor Coordination	1.0	16.0							17.0

Consultant Labor Hour Estimate

SCJ Alliance

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Template Version: 8/17/2023

Project: 2nd Avenue Pedestrian and Bicycle Improvement

Contract Type: WSDOT

Job #: 23-000742

File Name: 23-000742_FEE_20240610.xlsm



		Patrick Holm	Sam Rowsell	Matt Weyrauch	Sam Dunn	Daniel Clark	Ryan Shea	Jacki Taylor	Mellisa Oum	
Phase & Task No.	Phase & Task Title	Principal	E4 Engineer	Senior Technician	E3 Engineer	Senior Project Manager	Senior Planner	P4 Planner	Project Accountant	Total Direct Labor Hours & Cost
Subtotal Hours:		3.0	32.0	4.0	20.0					59.0
Task 2	Utility Potholing									
1	Prepare an exhibit identifying proposed utility pothole locations	1.0	4.0		16.0					21.0
2	Coordinate with utility companies to have potholing done at proposed locations	1.0	8.0							9.0
3	Review pothole information	1.0	2.0	2.0	2.0					7.0
4	Incorporate pothole information		2.0		16.0					18.0
Subtotal Hours:		3.0	16.0	2.0	34.0					55.0
Total Phase Hours:		6.0	48.0	6.0	54.0					114.0
Total Phase Direct Labor:		\$421.20	\$2,501.28	\$317.52	\$2,253.96					\$5,493.96
Phase 9	60% Design									
Task 1	Comment Resolution									
1	Review 30% Comments	1.0	2.0	2.0	2.0					7.0
2	Comment Review Meeting	2.0	2.0	2.0	2.0					8.0
Subtotal Hours:		3.0	4.0	4.0	4.0					15.0
Task 2	Roadway									
1	Horizontal Layout		2.0	8.0	8.0					18.0
2	Vertical Layout:		2.0	8.0	8.0					18.0
3	Roadway Modeling		2.0	40.0	24.0					66.0
4	Technical Memorandum		2.0	8.0	8.0					18.0
Subtotal Hours:			8.0	64.0	48.0					120.0
Task 3	Stormwater									
1	Basin Analysis	1.0	1.0		4.0					6.0
2	Modeling	1.0	1.0		4.0					6.0
3	Layout		1.0		4.0					5.0
4	Draft Stormwater Site Plan	1.0	1.0		12.0					14.0
Subtotal Hours:		3.0	4.0		24.0					31.0
Task 4	60% Channelization and Signing									
1	Channelization and Signing		2.0	4.0	8.0					14.0
Subtotal Hours:			2.0	4.0	8.0					14.0
Task 5	Preliminary Maintenance of Traffic									
1	Maintenance of Traffic Concept	2.0	2.0	8.0	16.0					28.0
2	Technical Memorandum	1.0	2.0		8.0					11.0
Subtotal Hours:		3.0	4.0	8.0	24.0					39.0
Task 6	Illumination Design									
1	60% Lighting	1.0	1.0	4.0	8.0					14.0
Subtotal Hours:		1.0	1.0	4.0	8.0					14.0
Task 7	60% Plans									
1	60% Plan									
X	Cover Sheet (1)		1.0		1.0					2.0
X	Design Baseline Horizontal Control Plan (4)		1.0	1.0	1.0					3.0
X	Roadway Sections (3)		2.0	2.0	2.0					6.0
X	Removal Plan (12)		2.0	8.0	28.0					38.0
X	Temporary Erosion and Sediment Control Plan (12)		2.0	8.0	28.0					38.0
X	Temporary Erosion and Sediment Control Details (2)		1.0	1.0	2.0					4.0
X	Roadway/Stormwater Plan and Profile (12)		2.0	4.0	20.0					26.0
X	Stormwater Details (4)		2.0	2.0	10.0					14.0
X	Paving Plans (12)		2.0	4.0	20.0					26.0
X	Sidewalk Curb Ramp Details (13)		4.0	4.0	32.0					40.0
X	Paving Details (2)		1.0	1.0	2.0					4.0
X	Roundabout Center Island Details (2)		2.0	2.0	4.0					8.0

Consultant Labor Hour Estimate

SCJ Alliance

Client: City of Tumwater
Project: 2nd Avenue Pedestrian and Bicycle Improvement
Job #: 23-000742
File Name: 23-000742_FEE_20240610.xlsm

Template Version: 8/17/2023
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		Patrick Holm	Sam Rowswell	Matt Weyrauch	Sam Dunn	Daniel Clark	Ryan Shea	Jacki Taylor	Mellisa Oum	
Phase & Task No.	Phase & Task Title	Principal	E4 Engineer	Senior Technician	E3 Engineer	Senior Project Manager	Senior Planner	P4 Planner	Project Accountant	Total Direct Labor Hours & Cost
X	Pavement Marking Plans (12)		1.0	4.0	20.0					25.0
X	Pavement Marking Details (2)		1.0	2.0	2.0					5.0
X	Signing Plans (12)		2.0	4.0	24.0					30.0
X	Signing Details (3)		2.0	4.0	8.0					14.0
X	Illumination Sheets (6)		1.0	4.0	4.0					9.0
x	Illumination Details (3)		1.0	2.0	2.0					5.0
x	Staging Plans (5)		2.0	8.0	16.0					26.0
x	Temporary Traffic Control Plans (5)		2.0	4.0	16.0					22.0
Subtotal Hours:			34.0	69.0	242.0					345.0
Task 8 60% Cost Estimate										
1	60% Cost Estimate		4.0	8.0	8.0					20.0
Subtotal Hours:			4.0	8.0	8.0					20.0
Task 9 60% Specifications										
1	60% Specifications		4.0		8.0					12.0
Subtotal Hours:			4.0		8.0					12.0
Task 10 Basis of Design										
1	Basis for Design Report		2.0	4.0	4.0					10.0
2	Maximum Extent Feasible (MEF)		2.0	4.0	4.0					10.0
Subtotal Hours:			4.0	8.0	8.0					20.0
Total Phase Hours:		10.0	69.0	169.0	382.0					630.0
Total Phase Direct Labor:		\$702.00	\$3,595.59	\$8,943.48	\$15,944.68					\$29,185.75
Phase 10 90% Design										
Task 1 Comment Resolution										
1	Review 60% Comments	2.0	2.0	2.0	2.0					8.0
2	Comment Review Meeting	2.0	2.0	2.0	2.0					8.0
Subtotal Hours:		4.0	4.0	4.0	4.0					16.0
Task 2 Roadway										
1	Horizontal Layout		2.0	4.0	4.0					10.0
2	Vertical Layout		2.0	4.0	4.0					10.0
Subtotal Hours:			4.0	8.0	8.0					20.0
Task 3 Stormwater										
1	Basin Analysis									
2	Modeling									
3	Layout				4.0					4.0
4	Draft Stormwater Site Plan		1.0		4.0					5.0
Subtotal Hours:			1.0		8.0					9.0
Task 4 90% Channelization and Signing Design										
1	Striping		2.0	8.0	4.0					14.0
2	Signing		2.0	8.0	4.0					14.0
Subtotal Hours:			4.0	16.0	8.0					28.0
Task 5 90% Maintenance of Traffic										
1	90% Maintenance of Traffic	2.0	2.0	4.0	8.0					16.0
Subtotal Hours:		2.0	2.0	4.0	8.0					16.0
Task 6 Illumination Design										
1	90% Lighting		1.0	4.0						5.0
Subtotal Hours:			1.0	4.0						5.0
Task 7 90% Plans										
1	90% Plans									
X	Cover Sheet (1)				1.0					1.0

Consultant Labor Hour Estimate

SCJ Alliance

Client: City of Tumwater

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Phase & Task No.	Phase & Task Title	Principal	E4 Engineer	Senior Technician	E3 Engineer	Senior Project Manager	Senior Planner	P4 Planner	Project Accountant	Total Direct Labor Hours & Cost
X	Design Baseline Horizontal Control Plan (4)			1.0	1.0					2.0
X	Roadway Sections (3)			1.0	1.0					2.0
X	Removal Plan (12)		1.0	4.0	20.0					25.0
X	Temporary Erosion and Sediment Control Plan (12)		1.0	4.0	20.0					25.0
X	Temporary Erosion and Sediment Control Details (2)			1.0	1.0					2.0
X	Roadway/Stormwater Plan and Profile (12)		1.0	2.0	10.0					13.0
X	Stormwater Details (4)			1.0	2.0					3.0
X	Paving Plans (12)			2.0	10.0					12.0
X	Sidewalk Curb Ramp Details (13)		1.0	2.0	24.0					27.0
X	Paving Details (2)			1.0	1.0					2.0
X	Roundabout Center Island Details (2)			1.0	4.0					5.0
X	Pavement Marking Plans (12)			2.0	10.0					12.0
X	Pavement Marking Details (2)			1.0	1.0					2.0
X	Signing Plans (12)		1.0	4.0	20.0					25.0
X	Signing Details (3)			2.0	4.0					6.0
X	Illumination Sheets (6)			2.0	4.0					6.0
X	Illumination Details (3)			1.0	1.0					2.0
X	Staging Plans (5)		1.0	2.0	8.0					11.0
X	Temporary Traffic Control Plans (5)		1.0	2.0	8.0					11.0
Subtotal Hours:			7.0	36.0	151.0					194.0
Task 8 90% Cost Estimate										
1	90% Cost Estimate		1.0	2.0	4.0					7.0
Subtotal Hours:			1.0	2.0	4.0					7.0
Task 9 90% Specifications										
1	90% Specifications		4.0		8.0					12.0
Subtotal Hours:			4.0		8.0					12.0
Task 10 Constructability Review										
1	Perform Constructability Review		4.0	8.0	8.0	32.0				52.0
Subtotal Hours:			4.0	8.0	8.0	32.0				52.0
Task 11 Basis of Design Report										
1	Basis for Design Report		1.0	2.0	2.0					5.0
2	Maximum Extent Feasible (MEF)		1.0	2.0	2.0					5.0
Subtotal Hours:			2.0	4.0	4.0					369.0
Total Phase Hours:		6.0	34.0	86.0	211.0	32.0				369.0
Total Phase Direct Labor:		\$421.20	\$1,771.74	\$4,551.12	\$8,807.14	\$2,666.31				\$18,217.51
Phase 11 Final PS&E										
Task 1 Comment Response										
1	90% Comment Response	2.0	2.0	2.0	2.0					8.0
Subtotal Hours:		2.0	2.0	2.0	2.0					8.0
Task 2 Final Plans										
1	Final Plans									
X	Cover Sheet (1)			1.0	1.0					2.0
X	Design Baseline Horizontal Control Plan (4)			1.0	3.0					4.0
X	Roadway Sections (3)			1.0	2.0					3.0
X	Removal Plan (12)			2.0	10.0					12.0
X	Temporary Erosion and Sediment Control Plan (12)			2.0	10.0					12.0
X	Temporary Erosion and Sediment Control Details (2)			1.0	1.0					2.0
X	Roadway/Stormwater Plan and Profile (12)			2.0	10.0					12.0
X	Stormwater Details (4)			1.0	3.0					4.0
X	Paving Plans (12)			2.0	10.0					12.0

Consultant Labor Hour Estimate

SCJ Alliance

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Phase & Task No.	Phase & Task Title	Principal	E4 Engineer	Senior Technician	E3 Engineer	Senior Project Manager	Senior Planner	P4 Planner	Project Accountant	Total Direct Labor Hours & Cost
X	Sidewalk Curb Ramp Details (13)		1.0	2.0	10.0					13.0
X	Paving Details (2)			1.0	1.0					2.0
X	Roundabout Center Island Details (2)			1.0	1.0					2.0
X	Pavement Marking Plans (12)			2.0	10.0					12.0
X	Pavement Marking Details (2)			1.0	1.0					2.0
X	Signing Plans (12)			2.0	10.0					12.0
X	Signing Details (3)			1.0	2.0					3.0
X	Illumination Sheets (6)			2.0	4.0					6.0
X	Illumination Details (3)			1.0	2.0					3.0
X	Staging Plans (5)		1.0	1.0	4.0					6.0
X	Temporary Traffic Control Plans (5)		1.0	1.0	4.0					6.0
Subtotal Hours:			3.0	28.0	99.0					130.0
Task 3 Final Cost Estimate										
1	Final Cost Estimate		2.0	2.0	2.0					6.0
Subtotal Hours:			2.0	2.0	2.0					6.0
Task 4 Final Specifications										
1	Final Specifications	2.0	2.0		2.0					6.0
Subtotal Hours:		2.0	2.0		2.0					6.0
Task 5 Final Stormwater Report										
1	Final Stormwater Report	2.0	2.0		4.0					8.0
Subtotal Hours:		2.0	2.0		4.0					8.0
Task 6 Final Basis for Design Report										
1	Basis for Design Report		2.0	2.0	2.0					6.0
2	Maximum Extent Feasible (MEF)		2.0	2.0	2.0					6.0
Subtotal Hours:			4.0	4.0	4.0					12.0
Total Phase Hours:		6.0	15.0	36.0	113.0					170.0
Total Phase Direct Labor:		\$421.20	\$781.65	\$1,905.12	\$4,716.62					\$7,824.59
Phase 12 Cultural Resources (Tierra)										
Phase 13 Schedule 74 Utility Coordination (Optional Future Work)										
Task 01 Area 1 – Schedule 74 Utility Coordination										
1	JUT Layout	4.0	12.0		32.0					48.0
2	PSE Utility Vaults		4.0		24.0					28.0
3	Telecommunications Vaults		4.0		16.0					20.0
Subtotal Hours:		4.0	20.0		72.0					96.0
Task 02 Area 2 – Schedule 74 Utility Coordination										
1	JUT Layout	4.0	12.0		32.0					48.0
2	PSE Utility Vaults		4.0		24.0					28.0
3	Telecommunications Vaults		4.0		16.0					20.0
Subtotal Hours:		4.0	20.0		72.0					96.0
Total Phase Hours:		8.0	40.0		144.0					192.0
Total Phase Direct Labor:		\$561.60	\$2,084.40		\$6,010.56					\$8,656.56
Phase 14 2nd Avenue Stormwater Desing (Optional Future Work)										
Task 1 Stormwater Modeling										
1	Modeling		2.0		16.0					18.0
2	Layout		2.0		8.0					10.0
3	Revise Stormwater Site Plan	2.0	2.0		8.0					12.0
4	Stormwater Meeting	2.0	2.0		2.0					6.0
Subtotal Hours:		4.0	8.0		34.0					46.0

Consultant Labor Hour Estimate

SCJ Alliance

Client: City of Tumwater
Project: 2nd Avenue Pedestrian and Bicycle Improvement
Job #: 23-000742
File Name: 23-000742_FEE_20240610.xlsm

Template Version: 8/17/2023
Contract Type: WSDOT



		Patrick Holm	Sam Rowsell	Matt Weyrauch	Sam Dunn	Daniel Clark	Ryan Shea	Jacki Taylor	Mellisa Oum	
Phase & Task No.	Phase & Task Title	Principal	E4 Engineer	Senior Technician	E3 Engineer	Senior Project Manager	Senior Planner	P4 Planner	Project Accountant	Total Direct Labor Hours & Cost
Task 2	Revise Stormwater									
1	Revise Stormwater Modeling		2.0		8.0					10.0
2	Revise Layout		2.0		4.0					6.0
3	Revise Stormwater Site Plan		2.0		2.0					4.0
Subtotal Hours:			6.0		14.0					20.0
Task 3	60% Plans Sheets (Stormwater Facility Details)									
1	60% Plans (Stormwater Facility Details)									
x	Stormwater Facility Details (4 Sheets)			2.0	16.0					18.0
Subtotal Hours:				2.0	16.0					18.0
Task 4	90% Plans Sheets (Stormwater Facility Details)									
1	90% Plans (Stormwater Facility Details)									
x	Stormwater Facility Details (4 Sheets)			1.0	8.0					9.0
Subtotal Hours:				1.0	8.0					9.0
Task 5	Final Plans Sheets (Stormwater Facility Details)									
1	Final Plans (Stormwater Facility Details)									
x	Stormwater Facility Details (4 Sheets)			1.0	2.0					3.0
Subtotal Hours:				1.0	2.0					3.0
Total Phase Hours:		4.0	14.0	4.0	74.0					96.0
Total Phase Direct Labor:		\$280.80	\$729.54	\$211.68	\$3,088.76					\$4,310.78
Phase 15	GEOTECHNICAL INVESTIGATION AND REPORTING 2nd Ave – F St SW to B St SW (Sage) (OPTIONAL Future Work)									
Phase 16	GEOTECHNICAL INVESTIGATION AND REPORTING – 3rd St SW (Sage) (OPTIONAL Future Work)									
Total Hours All Phases		184.0	512.0	496.0	1,428.0	32.0	56.0	54.0	16.0	2,778.0
Total Direct Labor Estimate All Phases		\$12,916.80	\$26,680.32	\$26,248.32	\$59,604.72	\$2,666.31	\$2,949.35	\$2,379.78	\$730.77	\$134,176.37



Professional Land Surveyors
Where Sound Practice, Innovation and Client Service Collide

2320 Mottman Road SW, Suite 106, Tumwater, WA 98512
(360) 688-1949 • www.mtn2coast.com

Fee

M2C fee for completing the survey shall be lump sum as follows:

ROW Establishment	\$15,810 Lump Sum (If executed at same time)
Topographic Survey	\$24,820 Lump Sum
Utility Locator Service	\$5,800 Lump Sum
Twenty Title Reports	\$11,000 (\$500/report)

General Conditions

M2C's General Conditions of Contract, attached, are included as part of this Agreement for professional services. Please sign a copy of this letter and return to M2C as notice to proceed. Please feel free to contact me at Seth@mtn2coast.com or by phone at 360.688.1949 if you have any questions.

Best regards,
MTN2COAST, LLC

Seth E. Prigge, PLS
Survey Manager

Proposal and General Conditions of Contract Accepted
SCJ Alliance

Signature

Date:

MTN2COAST, LLC Topographic Fee Proposal
 Prepared by: Kyle moorehead

5/8/2024

SCJ 2nd Ave Pedestrian Improvements

		Hours	Rate	Amount	
Topographic					
Tie Controlling monuments / Set Topo Control	2MC	16	\$ 200.00	\$ 3,200.00	
topographic mapping 2mc	2mc	46	\$ 200.00	\$ 9,200.00	
topographic mapping 1mc	1mc	34	\$ 140.00	\$ 4,760.00	
Analyze/Procces Topo Data combine row linework	SST	8	\$ 125.00	\$ 1,000.00	
Prepare Topographic / Map	ST	42	\$ 90.00	\$ 3,780.00	
LS Review	LS	16	\$ 180.00	\$ 2,880.00	\$ 24,820.00
Utility Locator Service	HR	0	\$ 145.00	\$ -	
Traffic Control	Lump Sum/day	0	\$ 3,500.00	\$ -	\$ -
Topographic Total					\$ 24,820.00

Boundary

Research Boundary/Easements	LS	8	\$ 180.00	\$ 1,440.00	
Tie Monuments	2MC	28	\$ 200.00	\$ 5,600.00	
Prepare ROS	SST	24	\$ 125.00	\$ 3,000.00	
Process field data and drafting	ST	26	\$ 90.00	\$ 2,340.00	
Title reports	Lump sum		\$ 500.00	\$ -	
Recording Fee	Lump Sum	1	\$ 550.00	\$ 550.00	
LS Review	LS	16	\$ 180.00	\$ 2,880.00	
Boundary Total					\$ 15,810.00

Fee Topographic		\$ 24,820.00
Fee Boundary		\$ 15,810.00
Total Fee		\$ 40,630.00

Land Surveyor	LS	180
2 Person Crew	2MC	200
Survey Technician	ST	90

Senior Survey Tech (LSIT)	SST	125
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Tumwater 2nd Avenue Pedestrian and Bicycle Improvements Project

Tierra Right of Way - HOURLY ESTIMATE

WORK ELEMENT		PM		Project Coordinator		Field Director		Editor		GIS Analyst		Total task cost
Hourly rate		\$145.00		\$85.00		\$115.00		\$115.00		\$110.00		
Tasks												
1	PM, Tribal, Agency coordination	8	\$1,160.00	4	\$340.00							\$1,500.00
2	Background Research					8	\$920.00					\$920.00
3	Field Investigation					10	\$1,150.00					\$1,150.00
4	Report Writing	4	\$580.00			40	\$4,600.00	8	\$920.00	5	\$550.00	\$6,650.00
GRAND TOTAL		12	\$1,740.00	4	\$340.00	58	\$6,670.00	8	\$920.00	5	\$550.00	\$10,220.00

10200.00	Total hours
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Direct Expenses:	Rate	Units	Total
Mileage	\$0.67	140.0	94.00
Total Direct Expenses			94.00

Total Estimate 10294.00

TABLE 1
BUDGET BREAKDOWN
2ND AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS
TUMWATER, WASHINGTON

Scope Items	Principal	Senior Project	Project Coordinator/ Controller	Totals	Total Labor Costs
Task 1 Geotechnical Engineering					
Management, Utility Locates, Subagreements, TCP, Water Meter, ROW Permit, Meeting		24	4	28	\$4,960
Drilling		20		20	\$3,600
Coring		14		14	\$2,520
Pilot Infiltration Test		10		10	\$1,800
Geotechnical Analysis and Draft and Final TM	5	30	2	37	\$6,770
Total Task 1	5	98	6	109	\$19,650
Rate by Position	\$210.00	\$180.00	\$160.00		
Total - Labor Cost	\$1,050	\$17,640	\$960	\$19,650	
DIRECT COSTS					
Flagging Services				\$4,350	
Drilling Subcontractor				\$10,750	
Excavator, Backflow Preventer, and Hoses for PIT				\$2,100	
Coring Services				\$2,240	
Private Locates				\$400	
Backflow Preventer				\$120	
ROW Permit				\$0	
Water Usage and Water Meter				\$200	
Laboratory Testing				\$2,850	
Field Equipment/Mileage				\$75	
Total - Direct Costs				\$23,085	
Total				\$42,735	

Phase 15 Geotechnical Investigation and Reporting - 2nd Ave - F St SW to B St SW

TABLE 2
BUDGET BREAKDOWN
2ND AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS--ADDITIONAL TASK 1
TUMWATER, WASHINGTON

Scope Items	Principal	Senior Associate	Project Coordinator/ Controller	Totals	Total Labor Costs
Task 1 Geotechnical Engineering					
Management, Utility Locates, Subagreements, TCP, ROW Permit		12	4	16	\$2,800
Excavation or Drilling		12		12	\$2,160
Geotechnical Analysis and Draft and Final TM	5	15	2	22	\$4,070
Total Task 1	5	39	6	50	\$9,030
Rate by Position	\$210.00	\$180.00	\$160.00		
Total - Labor Cost	\$1,050	\$7,020	\$960	\$9,030	
DIRECT COSTS					
Road Sign Rental				\$75	
Excavator Subcontractor				\$2,200	
Private Locates				\$400	
ROW Permit				\$0	
Laboratory Testing				\$2,850	
Field Equipment/Mileage				\$75	
Total - Direct Costs				\$5,600	
Total				\$14,630	

Phase 16 Geotechnical Investigation and Reporting - 3rd St SW

TABLE 3
BUDGET BREAKDOWN
2ND AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS--ADDITIONAL TASK 2
TUMWATER, WASHINGTON

Scope Items	Principal	Senior Associate	Project Coordinator/ Controller	Totals	Total Labor Costs
Task 1 Geotechnical Engineering					
Management, Utility Locates, Subagreements, ROW Permit		6	4	10	\$1,720
Drilling		6		6	\$1,080
Geotechnical Analysis and Draft and Final TM	2	10	2	14	\$2,540
Total Task 1	2	22	6	30	\$5,340
Rate by Position	\$210.00	\$180.00	\$160.00		
Total - Labor Cost	\$420	\$3,960	\$960	\$5,340	
DIRECT COSTS					
Road Sign Rental				\$75	
Drilling Subcontractor - 1 boring				\$3,500	
Private Locates				\$300	
ROW Permit				\$0	
Laboratory Testing				\$950	
Field Equipment/Mileage				\$75	
Total - Direct Costs				\$4,900	
Total				\$10,240	

TO: City Council
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: July 16, 2024
 SUBJECT: Service Provider Agreement for the Tumwater Boulevard, North Bound I-5 On/Off Ramp Intersection Project with HDR Engineering

1) Recommended Action:

Authorize the Mayor to sign the agreement with HDR Engineering Inc. for design services.

This action is being taken directly to City Council.

2) Background:

The Interstate 5 / Tumwater Boulevard SW interchange includes an existing traffic signal at the southbound on / off ramp and a stop-controlled condition at the northbound on / off ramp. The existing configuration of the interchange does not meet level of service standards for certain traffic movements and is approaching level of service failures in other movements. In addition, the interchange lacks pedestrian and bicycle facilities. With increased development in the vicinity, the demand on the interchange will increase over time, which will require a full reconstruction of the interchange.

This project is the first phase of the overall interchange improvements and will focus on constructing a roundabout at the northbound on / off ramp. This will significantly increase the capacity of the interchange and enhance multi-modal safety which is needed to support future growth.

Future project phases include a roundabout for the southbound on / off ramp and widening the existing overpass to accommodate pedestrian and bicycle traffic.

The negotiated fee for design services with the selected consultant , HDR Engineering, Inc., is in the amount of \$816,453.00.

3) Policy Support:

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

4) Alternatives:

- ☐ Reject the agreement.
 - ☐ Recommend changes to the scope of work and/or fee.
-

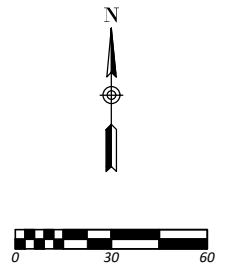
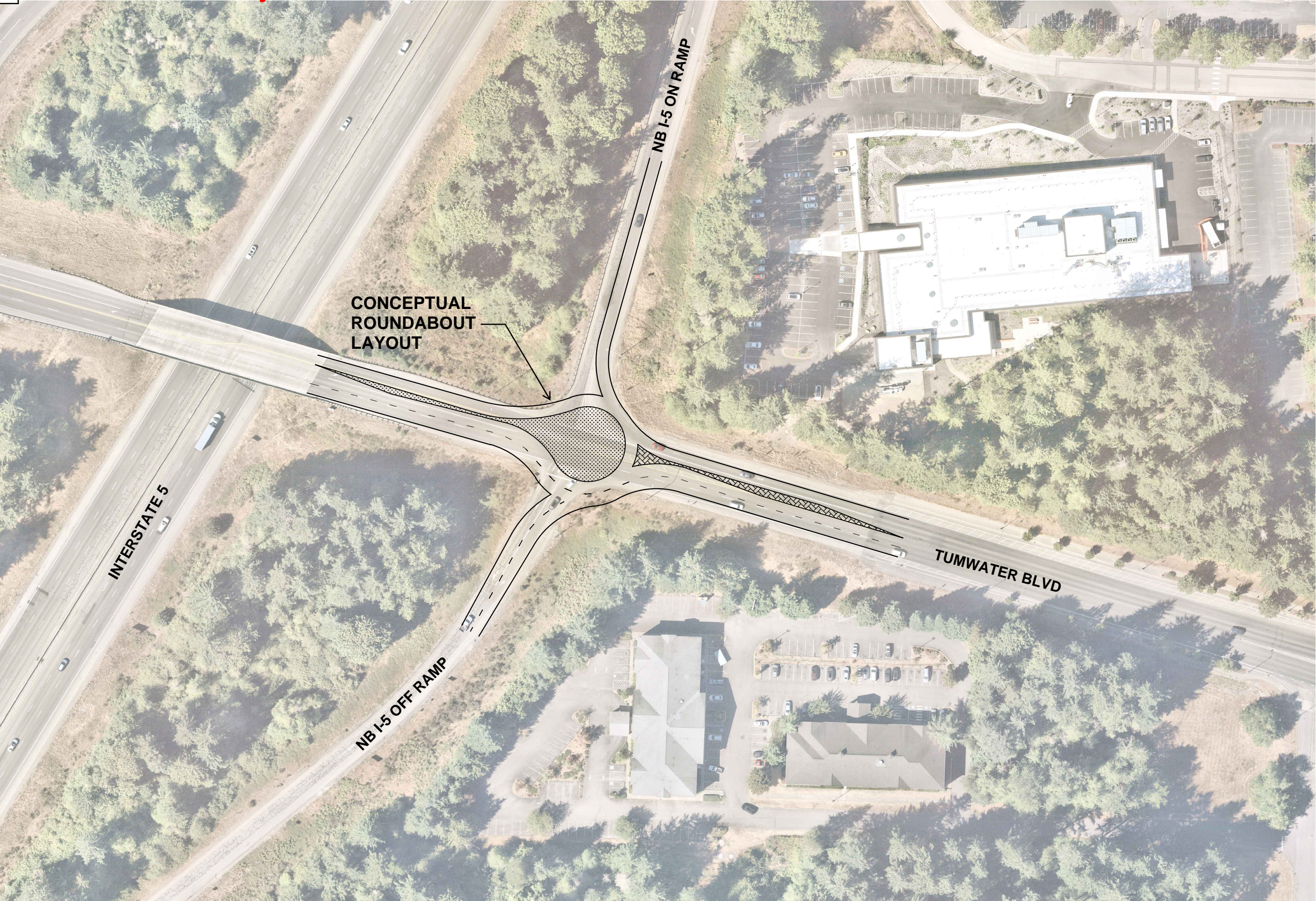
5) Fiscal Notes:

Total project is estimated at \$5.92MM split between the Transportation Improvement Board

(\$2.25MM). The remaining balance will be split 65:35 between private development mitigation and the Transportation CFP ending fund balance.

6) Attachments:

- A. Project Overview
- B. Service Provider Agreement



TUMWATER BOULEVARD, NB I-5 ON/OFF RAMP INTERSECTION
INTERSECTION EXHIBIT

ATTACHMENT B - SERVICE PROVIDER AGREEMENT

CITY OF TUMWATER SERVICE PROVIDER AGREEMENT FOR TUMWATER BOULEVARD NORTHBOUND I-5 ON/OFF RAMP INTERSECTION

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20____, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and HDR ENGINEERING, INC., a Nebraska corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

The Project shall begin no earlier than _____ (date), and shall be completed no later than _____ (date). 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 **Eight Hundred Sixteen Thousand Four Hundred Fifty Three and 00/100 dollars (\$816,453.00)** as detailed in Exhibit "C" "Compensation Spreadsheet."

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. “

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”.

F. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

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

SERVICE PROVIDER AGREEMENT – Tumwater Blvd, NB I-5 On/Off Ramp Intersection - Page 7 of 10

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:

HDR Engineering, INC.
905 Plum Street SE, Ste. 200
Olympia, WA 98501
Tax ID #: 601-021-437
Phone No: 360-570-4400

Debbie Sullivan
Mayor

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

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Notary Required for Service Provider Only

STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:_____

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

Exhibit A

Scope of Services

Tumwater Boulevard NB I-5 On/Off Ramp Intersection

Introduction

The City of Tumwater (CITY) has selected HDR Engineering, Inc. to provide support to the city in the design and development of construction documents for the Tumwater Boulevard NB I-5 On/Off Ramp Intersection improvements project.

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



Project Overview

This project includes reconstruction of the I-5 NB on/off ramp intersection to address capacity and safety issues at the intersection. The preferred alternative for the intersection improvements was determined in previous work and a roundabout was selected. This project will include coordination with WSDOT for review and approval of the project.

The roundabout will be designed to be forward compatible with other work planned for the Tumwater Boulevard corridor including widening of the existing bridge and reconstruction of the SB on/off ramp intersection.

The CONSULTANT's work is expected to start in July 2024 and continue through October 2025. The CONSULTANT will perform the Work as defined in the tasks in this document.

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DESIGN CRITERIA

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

Measurements will be in English units.

Drafting Standard: APWA/City of Tumwater

Datums:

Horizontal: Washington State Plane Coordinate System
Vertical: NGVD 29

City of Tumwater Publications:

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

WSDOT Publications:

- Standard Specifications for Road, Bridge and Municipal Construction, English edition (2024) or most current
- Standard Plans for Road, Bridge and Municipal Construction, English edition
- WSDOT Design Manual (current edition)
- WSDOT Bridge Design Manual (current edition)
- Highway Runoff Manual (current edition)

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

- A Policy on Geometric Design of Highways and Streets, (2018 Edition – “Green Book”)
- LRFD Bridge Design Specifications, 9th Edition, 2020

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

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

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

TASK 1: PROJECT MANAGEMENT

The CONSULTANT's project manager shall be responsible for developing and administering the project management plan for the project, including creation and updates of the project schedule, implementation of the quality control process, project reporting, project documentation, and overall performance of the project. Activities will include the following:

Task 1.1 – Project Management/Administration

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

- Project Setup
- Manage project activities, Quality Management Plan, Health and Safety Plan
- Manage project budget and schedule.
- Manage sub-consultant agreements.
- Perform management and business reviews.
- Project Closeout
- Create and maintain a formal outstanding task list for items the City staff needs to address. List shall be comprehensive, updated, and provided to the CITY at each project meeting.
- At project completion, prior to bid, all project documents shall be submitted to the CITY in digital format and arranged in a folder structure representing the project Task List.

Task 1.2 – Project Reporting/Invoicing

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

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

Task 1.3 – Project Team Meetings

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

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

Task 1.4 – Quality Assurance/Quality Control Review

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

Task 1 - Assumptions:

- CONSULTANT / CITY project management meetings shall be conducted via video conference call or in person, be attended by two CONSULTANT team members, and be one hour or less in duration.
- The Project Budget and Earned value will be tracked at the Task level.
- Work will occur over fourteen (14) consecutive months between July 2024 & October 2025.
- All meetings with the CITY shall be attended by two (2) CONSULTANT team members.
- Project design team meetings are assumed to be one hour or less in duration. One CONSULTANT team member will have an additional hour for meeting preparation and minutes.
- Project management team meetings will be scheduled bi-weekly for the duration of the project and will be an average of one hour in duration. Two CONSULTANT team members will attend the meetings. One CONSULTANT team member will have an additional hour for meeting preparation and minutes.
- The CONSULTANT will provide all meeting participants with the phone number and participant code number, or a link to the video conference session when using virtual meeting software for each meeting(s).
- CONSULTANT internal team will meet one time per month for a period of fourteen (14) months between July 2024 & October 2025. Internal team meetings will be one (1) hour in duration and will include the PM and design discipline leads.
- The initial project design team meeting will be an internal kickoff meeting that the discipline leads, and their support staff will attend. This meeting is anticipated to be 1.5 hours in duration.

Task 1 - Deliverables:

- Project Schedule (included with biweekly progress report, via pdf)
- Meeting Minutes (Assumes 28 project management team meetings and 14 project design team meetings, via pdf).
- Monthly Progress Reports/Invoices (Assumes 14 Reports/Invoices, via pdf).
- Earned Value Chart (Assumes 14 total, via pdf)

TASK 2: DATA COLLECTION AND REVIEW

The purpose of this task is to collect and review all available documents related to the project and identify areas where further research and mapping are needed and summarize what additional information is needed for project development.

Task 2.1 Review of Existing Data

CONSULTANT will review documents provided by the CITY including:

- All completed and in-progress CITY utilities and street maps, plans and studies regarding the project area (including Geographic Information Systems (GIS) data).
- Existing right-of-way and easement information available at the CITY.
- Agreements, franchises, licenses and other pertinent information concerning utility providers, businesses and properties adjacent to the project area.
- Agreements, licenses, easements and directives from regulatory and resource agencies applicable to the project.

Task 2 Assumption(s):

- The CITY will assist CONSULTANT in obtaining information from regulatory and resource agencies, utility providers and other CITY departments.
- Utility locations obtained from CITY records and 811 locates will be used and relied upon for the design. However, if conflicting information is identified the CONSULTANT shall inform the CITY.

Task 2 Deliverable(s):

- No deliverables are anticipated for Task 2.

Task 2 City Deliverable(s):

- As-Builts for City owned utilities
- Relevant corridor studies
- Agreements, franchises, licenses, and other pertinent information concerning utility providers, businesses, and properties adjacent to the project area
- Agreements, licenses, easements, and directives from regulatory and resource agencies applicable to the project.

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

CONSULTANT will retain Sitts & Hill (S&H) to provide topographic surveying and right of way base mapping services for project. City will provide as-built records for City's owned utilities if available. It is the CONSULTANT's responsibility to obtain existing utility records from private utilities and coordination locate marking services prior to field survey.

Task 3.1 – Right-of-Way Base Map

S&H will complete the appropriate field and office work to establish the right-of-way base map for the project. A Record of Survey drawing will be prepared and recorded with the County Auditor's office for any revision to right-of-way, as required by law. All existing searched for and found monuments based on record of surveys and recorded plats shall be documented on the right-of-way base map.

S&H will use available WSDOT right-of-way maps and monumentation to develop the right-of-way base map. WSDOT right-of-way mapping will utilize the WSDOT project coordinate system which is different from the Washington State Plane Coordinate System which will be used for all other design components of the project.

Task 3.2 – Topographic Survey Base Map

S&H will complete a topographic survey for the project as shown in Figure 1. The topographic survey shall be conducted within the limits shown.

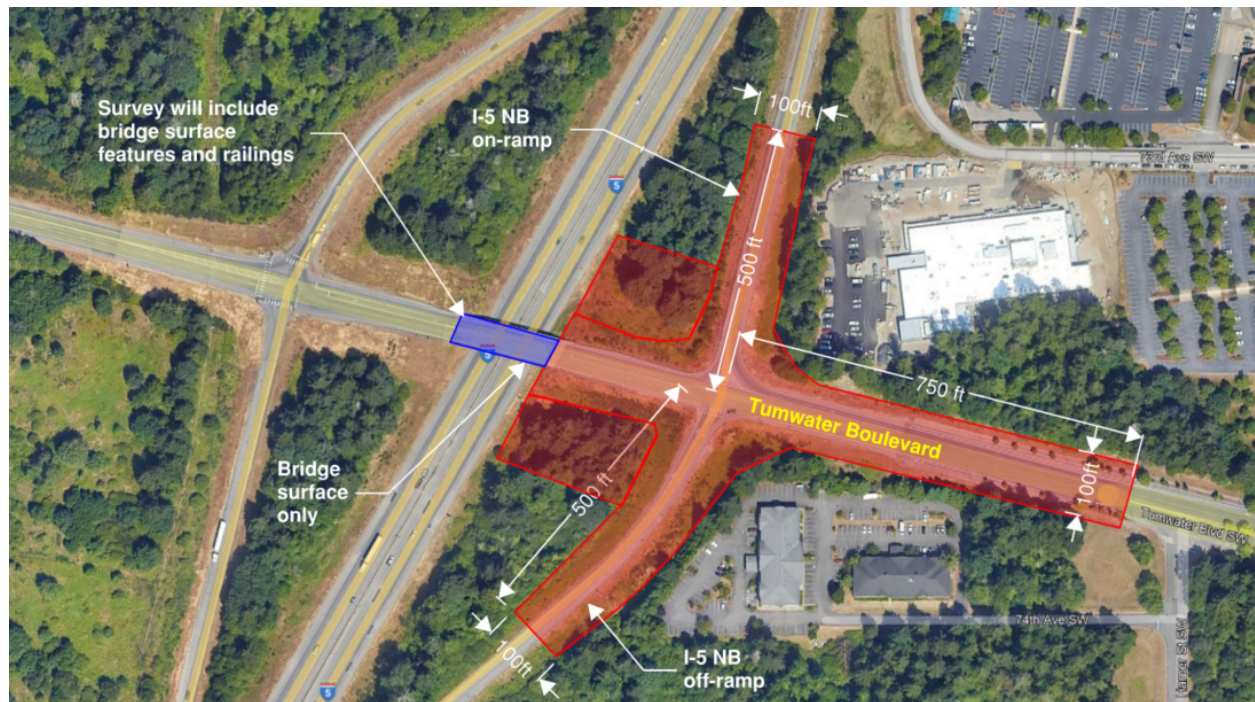


Figure 1 – Survey Limits

Topographic survey features to be mapped:

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

Water Mains and Appurtenances:

- Size and material type of water main from city records, locate service markings and observations by S&H.
- Size and type of manhole, meter and fire hydrant from city records, locate service markings and observations by S&H.
- Size and type of valve from city records, locate service markings and observations by S&H, with operating nut elevation by S&H.

Stormwater Features:

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

Sanitary Sewer and Appurtenances:

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

Gas Mains:

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

Underground Telephone:

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

Electric:

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

Underground Fiber Optic:

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

Field Sketch and Notes:

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

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

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

S&H will develop up to four right-of-way exhibits (legal description and sketch) for the property acquisitions and temporary construction easements required for the project.

S&H will perform right-of-way staking for appraisal and negotiation and set temporary hubs on the proposed right-of-way at the intersection of the sidelines of existing parcels.

Task 3 - Assumptions:

- Survey control will be established by S&H. Benchmarks (BM's), or Control Points (CP's) shall be established at each end of the project with intermediate locations spaced about every 500 feet and at a sufficient distance outline the limits of construction so as not to be disturbed by construction activities. A minimum of two BM's or CP's are to be provided on each project with the northing, easting, elevation, and description.
- The contract specifications will require the contractor to prepare and submit DNR permits for destroyed or relocated monuments.
- CITY will provide right of entry permits for the survey efforts.
- S&H will obtain Title Reports for use in developing the right-of-way base map.
- Horizontal datum will be the Washington State Plane Coordinate System
- Vertical datum will be NGVD 29

Task 3 - Deliverables:

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

Task 3 – CITY Deliverables:

- Retrieve rights-of-entry for surveyors
- Provide as-builts for CITY owned utilities

TASK 4: GEOTECHNICAL INVESTIGATION AND REPORTING

CONSULTANT will retain Sage Geotechnical (SAGE) to provide geotechnical engineering services in support of Project. SAGE's efforts will include soil sampling and testing to determine information required for the stormwater design, pavement design, and foundation design.

CONSULTANT Services

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

SAGE Services

The following services will be provided by SAGE.

Task 4.1 – Site Reconnaissance, Utility Locates

This subtask includes the following efforts:

- Develop field exploration plan and traffic control plans required for a WSDOT access permit application.
- Gather and review available published geotechnical and geologic subsurface information.
- Visit the site to observe existing conditions and excavator access for field explorations.
- Notify the Utility Notification Center for public utility clearance. Subcontract a private utility-locating service to locate utilities outside of public easements.
- Submit a field exploration and traffic control plan for review by the CITY and WSDOT.
- Prepare a health and safety plan and QA/QC plan for review by CONSULTANT.
- Prepare subcontractor agreements for excavating, private utility-locating, and traffic control services. Coordinate fieldwork schedule with subcontractors.

Task 4.2 – Geotechnical Field Explorations and Laboratory Testing

Fieldwork

Advance as many as 3 borings to depths of 35-40 ft below ground surface or practical refusal (rock, groundwater table, etc.). The borings will be located off the roadway shoulder/outside the edge of pavement. SAGE will submit a sketch showing the proposed exploration locations for review prior to breaking ground.

Laboratory Testing

Geotechnical laboratory testing will be completed to help determine pertinent engineering soil properties. Laboratory testing will include up to twenty (20) index tests (combined grain-size distribution analyses) and up to twenty (20) moisture content determinations.

Two CBR tests will be performed on soil samples from the RAB site. One soil sample will be taken from under the existing roadway, and the other will be in the area of planned widening.

Task 4.3 – Groundwater Monitoring

This task includes efforts for groundwater monitoring. The need for these services depends on results of initial evaluation of groundwater levels. If it is determined that groundwater monitoring is required, CONSULTANT will coordinate with CITY project manager to obtain notice-to-proceed for this work.

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

Task 4.4 – Geotechnical Engineering Analysis and Reporting

This task includes efforts to analyze data obtained from the geologic review, field explorations, and laboratory testing to assess the geotechnical feasibility of stormwater infiltration and to evaluate the structural properties of the existing soils for use in streetlight foundation and retaining wall design.

Prepare a Geotechnical Report that includes:

- A site map showing the approximate locations of the explorations.
- Descriptive logs of the explorations and a summary of the subsurface soil and groundwater conditions observed in the explorations and mapped geology.
- An evaluation of tests performed on right-of-way acquisition areas planned for the RAB project site.
- Design infiltration rates will be determined using the grain size method.
- Recommendation for retaining wall types and design parameters.

Task 4.5 – Pavement Analysis and Reporting

Pavement Analysis and Design - This task includes efforts to develop a pavement design for the project. The pavement design will follow WSDOT's pavement design guidance. Traffic loading will be based on projected traffic volumes and truck percentages identified in the project traffic data.

Pavement Design Report - This task includes efforts to analyze the existing subgrade soil conditions and develop a pavement design for the project that meets WSDOT's pavement design requirements.

Task 4 - Assumptions:

- Traffic control plans will be submitted to the WSDOT and CITY for review and approval prior to any work being performed.
- Traffic control plans, traffic control devices, and traffic control services will be provided by SAGE and are assumed to consist of roadway shoulder and two days of flaggers.
- SAGE will apply for a right-of-way permit for all work done in CITY right-of-way through the CITY standard permit process. SAGE will inform the CITY when the right-of-way permit application has been submitted. All permit fees will be waived.
- Test pits and/or borings can be completed on weekdays during daylight hours.
- The Draft Geotechnical Report will be submitted with the 60% design submittal for CITY review.
- The Final Geotechnical Report will be submitted with the 90% design submittal for CITY review.

Task 4 - Deliverables:

- Draft Geotechnical Report will be delivered electronically in pdf format.
- Final Geotechnical Report will be delivered electronically in pdf format.
- Letter summarizing collected groundwater information delivered electronically in pdf format within 3 weeks of conclusion of groundwater monitoring.

Task 4 – CITY Deliverables:

Review right-of-way permit and waive permit fee

TASK 5: WSDOT COORDINATION

The purpose of this task is to develop, assemble, submit and respond to necessary WSDOT department approvals and concurrences required for the permitting for the Tumwater Boulevard /NB On/Off Ramp RAB. This coordination and approvals are to be forward compatible with future phases of the improvements including a RAB at the termini of the SB ramps and Tumwater Boulevard (Phase 2) and widening of the Tumwater Boulevard Bridge over I-5 (Phase 3).

Task 5.1 – WSDOT General Use Permit

CONSULTANT will coordinate with WSDOT to complete a general use permit application that will allow the surveyor, geotechnical engineer, and other project team members to visit the site and access WSDOT's R/W.

The application will include a field exploration plan and traffic control plans identifying points of access to WSDOT's R/W.

Task 5.2 – WSDOT Coordination Meetings

The CONSULTANT will need multiple meetings with WSDOT throughout the project for design guidance and approvals. The CITY will be invited to ALL meetings between the CONSULTANT and WSDOT as an optional attendee. The following coordination meetings with WSDOT are anticipated:

Bridge Analysis Meetings

There will be two (2) one-hour meetings with WSDOT bridge and structures staff to discuss the potential options for widening the existing bridge. Meetings will be attended by up to two (2) CONSULTANT staff.

A kickoff meeting will include discussion of project constraints that need to be considered in the bridge widening analysis and forward compatible roundabout design. Direction provided in the kickoff meeting will be documented for the bridge widening technical memorandum.

A second meeting will be scheduled after the bridge widening analysis has been completed and the technical memorandum has been reviewed by WSDOT. This meeting is intended to discuss WSDOT's review comments and resolve any outstanding comments prior to finalizing the bridge widening technical memorandum. Traffic coordination meeting topics will include the following:

Traffic Coordination Meetings

There will be two (2) meetings with WSDOT to discuss traffic related items as shown below. The first meeting will include confirmation of the design parameters and approach. The second meeting will include an update on analysis results prior to official submittal of the traffic related deliverables. Each meeting will be one hour in duration and attended by up to two (2) CONSULTANT team members.

Operational Analysis – Discuss the level of documentation required in the ICE. Meeting will include establishing operational parameters and design years for the analysis, confirmation of the assumptions for the sensitivity analysis, and the approach to the forward compatibility of the roundabout.

Illumination Design – Discuss the design of the illumination system(s) that will be in WSDOT and CITY R/W. Discuss the capacity of existing systems and confirm the limits and power sources for each proposed system.

Traffic Control – Discuss the traffic control plan for construction of the roundabout. Meetings are intended to discuss the traffic control plan and approach to maintenance of traffic and receive feedback from WSDOT reviewers prior to official submittals.

Preliminary Design Meeting

The preliminary design meeting will be a two-hour meeting that will cover multiple design elements of the project as shown below. Information gathered and direction provided by WSDOT in this meeting will be used in the design development. Preliminary design topics for this meeting will include the following:

Environmental Permitting – Discuss the permitting requirements related to the project work. Confirm the level of documentation required for WSDOT review and approval. Identify critical path items and timelines related to project permitting and work with WSDOT reviewers to establish a preliminary permitting schedule.

Roundabout/Roadway Design – Discuss the results of the sensitivity analysis and approach to the forward comparable design that accommodates future bridge widening. Confirm Channelization Plan for Approval package requirements. Discuss initial geotechnical results and preliminary pavement design.

Stormwater Design – Discuss the proposed stormwater systems located in WSDOT R/W and the agreements between the CITY and WSDOT for the operation and maintenance of those stormwater facilities. Review initial Threshold Discharge Areas (TDA) determination and gain consensus on the stormwater design approach.

Utilities and Pavement Design Meetings

There will be up to two (2) meetings with WSDOT utilities and pavement design staff to discuss the geotechnical results and proposed pavement design, proposed utility improvements, and discuss updates on the utility coordination efforts. The second meeting will be used to discuss WSDOT's review comments on the draft utility plan submitted as part of the 60% design.

Right of Way and Access Meetings

There will be up to three (3) meetings with WSDOT survey and access staff to discuss the access revision and right of way impacts and revisions to WSDOT's limited access. Meetings will include over-the-shoulder reviews of R/W plans and updates on the access revision process. These meetings will be attended by up to three (3) CONSULTANT staff team members.

PS&E Review Meeting

This meeting is a one-hour meeting to discuss WSDOT's comments on the 90% PS&E design package and confirm CONSULTANT's initial comment responses. Meeting will include discussion and resolution of outstanding comments.

Task 5.3 – Meeting Agendas and Notes

CONSULTANT will develop meeting agendas for each WSDOT coordination meeting identified above and document the meeting discussion and decisions in meeting notes.

Task 5.4 – Intersection Control Evaluation (ICE)

CONSULTANT will compile the following submittals (draft and final) required for WSDOT's design approval. This task includes efforts to compile the required documents for the submittals including development of a transmittal letter and filing of the submitted documents and related correspondence.

The ICE process is scaled based on the size and complexity of the project. The scope for this project assumes all five (5) steps in the ICE process will be required to fully evaluate all alternatives at the ramp terminal per Chapter 1300.05(2) of the WSDOT Design Manual. The

ICE will evaluate up to three (3) alternatives and will be supported by the operational and safety analysis results from work in the traffic analysis task.

The report will include a summary of existing conditions, discussion of the proposed improvements, and documentation of the traffic projections and operational results.

Draft ICE - A draft ICE will be submitted to WSDOT for review. The draft ICE will be developed based on the information documented in the WSDOT traffic scoping meeting.

Final ICE – The ICE will be finalized to address WSDOT comments received on the draft submittal.

Task 5.5 – Channelization Plan for Approval

CONSULTANT will compile the following submittals (draft and final) required for WSDOT's design approval. This task includes efforts to compile the required documents for the submittals including development of a transmittal letter and filing of the submitted documents and related correspondence.

The Channelization Plan for Approval documents will not be developed until the ICE has been approved. Channelization Plans will be developed to meet WSDOT's Olympic Region standards and preferences. Channelization plans will be required for the Ultimate and Interim roundabout configurations to document the safety performance checks for future conditions when the roundabout requires additional lanes.

The roundabout geometry documentation is being developed under the preliminary design task but will be included in the Channelization Plan for Approval submittal package.

Draft and Final Channelization Plan for Approval Checklist – A draft checklist will be completed and included in the draft and final Channelization Plan for Approval submittals. The final checklist will address comments received on the draft submittal.

Draft and Final Summary of Design – A draft Summary of Design document will be completed and included in the Channelization Plan for Approval submittal. The final Summary of Design document will address comments received on the draft submittal.

Draft and Final Channelization Plans for Approval (ultimate) - Draft Channelization Plans for Approval will be developed to document the geometry of the proposed ultimate roundabout configuration. The final channelization plans will address WSDOT comments received on the draft submittal. These plans will not require WSDOT's signatures.

Draft and Final Channelization Plans for Approval (interim) - Draft Channelization Plans for Approval will be developed to document the geometry of the proposed interim roundabout configuration. The final channelization plans will address WSDOT comments received on the draft submittal. These plans will require WSDOT's signature for preliminary design approval.

Task 5.6 – Access Revision Report (ARR)

CONSULTANT will compile the following submittals (draft and final) required for WSDOT's design approval. This task includes efforts to compile the required documents for the submittals including development of a transmittal letter and filing of the submitted documents and related correspondence.

The ARR will be developed in coordination with WSDOT access and R/W staff. The ARR will meet WSDOT's design manual guidance and will address the following:

- Reasonable Alternatives
- Operational Analysis
- Safety Performance Analysis

- Conceptual Signing Plan

Information from the traffic analysis will be used to support the ARR documentation. The ARR will be developed to be consistent with NEPA permitting documentation.

Draft ARR – A draft ARR will be submitted to WSDOT for review. The draft ARR will be developed based on the information documented in the WSDOT coordination meetings.

Final ARR – The ARR will be finalized to address WSDOT comments received on the draft submittal.

Task 5.7 – WSDOT Project Utility Map

CONSULTANT will compile the following submittals (draft and final) required for WSDOT's design approval. This task includes efforts to compile the required documents for the submittals including development of a transmittal letter and filing of the submitted documents and related correspondence.

CONSULTANT will develop a draft and final project utility map that identifies existing utility features within the project area and the proposed utility improvements associated with the project. Proposed private utility relocations will be shown on the project utility map. The utility map will be submitted to WSDOT for review at the 60% design level.

Task 5.8 – 90% PS&E Checklist and Submittal

CONSULTANT will complete WSDOT's PS&E Checklist and include the required project information for WSDOT's review of the 90% PS&E documents. Efforts to compile the 90% PS&E submittal to WSDOT are included in this task.

Task 5.9 – Project Documentation Submittals

The documents listed below are being developed under other tasks but will be submitted to WSDOT for review. The efforts included in this task are for compiling and documenting the delivery of these design submittals to WSDOT.

- Environmental Documentation
- Cultural Resources Documentation
- Traffic Control Plans
- Right of Way Plans

Task 5.10 – WSDOT Comment Response Forms

CONSULTANT will document comment responses that address review comments received from WSDOT on the draft and final submittals identified in this task.

Task 5.11 – Quality Assurance/Quality Control Review

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

Task 5 - Assumptions:

- Meetings will be conducted virtually.
- Meeting agendas and notes will be provided in PDF format.
- See individual meeting descriptions above for assumptions of meeting duration and CONSULTANT attendance.
- Up to two (2) reviews for each deliverable will require comment responses.

Task 5 - Deliverables:

- Meeting agendas and notes
- Draft and Final ICE
- Draft and Final ARR
- Draft and Final Channelization Plans for Approval Submittal Packages (Ultimate)
- Draft and Final Channelization Plans for Approval Submittal Packages (Interim)
- Draft and Final Project Utility Map
- 90% PS&E Checklist and supporting documentation.
- WSDOT Submittal Transmittal Letters
- WSDOT Comment Response Forms

TASK 6: PUBLIC OUTREACH SUPPORT

The purpose of this activity is to provide public outreach support to the CITY for the project.

Task 6.1 – Public Outreach Exhibits

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

Task 6.2 – Public/Stakeholder Outreach Support

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

Task 6.3 – Quality Assurance/Quality Control Review

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

Task 6 - Assumptions:

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

Task 6 - Deliverables:

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

TASK 7: TRAFFIC ANALYSIS

The purpose of this activity is to evaluate existing and proposed traffic conditions.

Documentation of the operational analysis will be prepared under the WSDOT coordination task for the ICE. The work performed in this task will support the ICE, but development of the documentation required for the ICE is included in the WSDOT coordination task efforts.

Task 7.1 – Traffic Data Collection and Evaluation

The CONSULTANT shall collect existing traffic turning movements at the intersection for use in the traffic analysis. Traffic counts will be collected at the NB and SB I-5 ramp intersections with Tumwater Blvd. CONSULTANT will perform a review of the traffic data collected.

Task 7.2 – Existing Conditions Evaluation

The CONSULTANT will review existing traffic data collected for the project for use in the traffic analysis. Existing conditions and deficiencies will be documented.

Task 7.3 – Traffic Volume Projections

The CONSULTANT shall develop traffic volumes for the opening year of the roundabout, and the design year of the roundabout for use in the traffic analysis. Traffic projections will be determined using historical data and local traffic model growth projections. CONSULTANT will coordinate with WSDOT Olympic Region traffic staff for approval of traffic projections.

Traffic volumes will be developed for the AM and PM peak hours for existing conditions, the opening year of the roundabout, and the design year of the roundabout.

Task 7.4 – Traffic Analysis

The CONSULTANT shall perform an operational analysis for the improvements at the intersection to satisfy the requirements of the ICE. The analysis will evaluate existing conditions, a traffic signal, and a roundabout. The roundabout will be evaluated using Sidra software and the signal alternative will be evaluated using Synchro. The traffic analysis will follow WSDOT's protocol for analysis program settings.

The operational analysis will include evaluation of future operations of a multi-lane roundabout at the SB I-5 ramp intersection with Tumwater Blvd to confirm that there are no issues with queuing between the intersections in the future. The SB I-5 ramp terminal will not be evaluated for the interim conditions.

Traffic operations for the NB I-5 ramp terminal will be analyzed for the following scenarios:

- Existing conditions AM/PM peak hours (existing control, roundabout, traffic signal)
- Opening year AM/PM peak hours (existing control, roundabout, traffic signal)
- Design year AM/PM peak hours (existing control, roundabout, traffic signal)

Traffic operations for the SB I-5 ramp terminal will be analyzed for the following scenarios:

- Design year AM/PM peak hours (roundabout only)

Task 7.5 – Alternatives Evaluation

The CONSULTANT will perform a high-level evaluation of a roundabout and a traffic signal for the intersection improvements. The evaluation criterion will include safety, operations, environmental impacts, maintenance, and R/W footprint. Consultant will coordinate with CITY and WSDOT staff to establish the priority of the evaluation criteria.

Documentation of the alternatives analysis process and the results and recommendations are included in the efforts for developing the ICE and the ARR in Task 5.

Task 7.6 – Sensitivity Analysis

The design team will evaluate the results of the operational analysis to determine the appropriate opening year, or interim, configuration for the roundabout.

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

Traffic volumes and volume projection data will be used to evaluate the interim and ultimate configurations of the roundabout.

Sensitivity Analysis Memo – This task includes development of the section of the ICE that covers the sensitivity analysis. No separate deliverable will be developed for the sensitivity analysis.

Task 7.7 – Safety Analysis

The design team will obtain and summarize collision history within the study area from WSDOT. The analysis will evaluate fatal/serious and bike/ped crashes, crash severity, human factors, and incorporate other Target Zero or Safety System goals consistent with City and WSDOT Safety Analysis Guide. The time period will be the most recent 5 years. The analysis will consider potential countermeasures as part of the development of alternatives.

Task 7.8 – Quality Assurance/Quality Control Review

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

Task 7 - Assumptions:

- Traffic growth projections will be determined before analysis is performed.
- Submittals to WSDOT are included in a different task.
- The preferred intersection alternative is a roundabout and will be documented in the ICE.
- Analysis of impacts to mainline I-5 operations will not be required.
- The preferred alternative for the improvements at the SB I-5 ramp intersection with Tumwater Blvd will be a roundabout.
- The sensitivity and safety analysis process and results will be documented in the ICE.

Safety analysis will be conducted at a high-level, excluding the use of Highway Safety Manual methodology, crash predictive modeling, or predictive safety performance function (SPF). Mitigation recommendations may incorporate crash modification factors (CMF) for performance measures to assist in alternatives analysis.

Task 7 - Deliverables:

- No deliverables are anticipated.

TASK 8: BRIDGE WIDENING ANALYSIS

This work will include evaluation of the WSDOT owned bridge (Bridge No. 5/311.5). This effort will also investigate forward compatibility with a potential future widening of this structure in future phases.

Task 8.1 – Review of Existing Bridge Data

The CONSULTANT will review existing bridge as-builts and other available documentation for the existing bridge prior to the initial meeting with WSDOT bridge and structures staff.

Task 8.2 – Bridge Widening Analysis

After the initial meeting with WSDOT bridge and structures staff, the CONSULTANT will evaluate potential alternatives for the bridge widening using the information gathered in the initial coordination meeting. The analysis will identify fatal flaws and identify a preferred alternative to be used in the roundabout forward compatibility design.

Task 8.3 – Bridge Widening Technical Memorandum

CONSULTANT will develop a technical memorandum that documents the bridge widening analysis including discussions from the two meetings planned with WSDOT to discuss the bridge widening options. The memorandum will also identify the preferred bridge widening alternative concept based on the results of the coordination efforts with WSDOT.

Task 8.4 – Quality Assurance/Quality Control Review

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

Task 8 Assumptions:

- No alterations shall be made to the bridge's existing channelization. Future project phases will address channelization of the bridge.
- Meetings with CITY and WSDOT are covered under a different task.
- HDR will prepare a Technical Memorandum regarding the future process changes to Bridge No. 5/311.5

Task 8 Deliverables:

- Draft Bridge Widening Technical Memorandum (PDF)
- Final Bridge Widening Technical Memorandum (PDF)

TASK 9 – PERMITTING AND ENVIRONMENTAL STUDIES

The purpose of this task is to conduct baseline environmental studies to support permit applications that will be required for the project. Services in this task will be largely performed by HDR, with support from the CITY.

Task 9.1 – Environmental Conditions Assessment

Site Visit

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 and NEPA compliance document, and permit applications.

Mazama Pocket Gopher (MPG) Surveys

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.

Environmental Conditions Assessment Technical Memorandum

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.

Task 9.2 – Permit Support

Consultant will prepare environmental documentation, permit applications, and design documentation necessary for the CITY to obtain all environmental and construction permits.

Permitting Support Kickoff Meeting

CONSULTANT will conduct a project permitting kickoff meeting with CITY staff to discuss and confirm permitting protocols including agency coordination, application development, submittal, and responding to comments.

Permitting Matrix, Permit Tracking Table, and Permit Schedule

Permit Matrix - Prepare a Permit Matrix that:

- Identifies anticipated permits/triggers required for the construction and operations of the new facilities.
- Confirms the appropriate level of SEPA documentation.
- Identifies the schedule for the anticipated permit submittal and approval processes, and
- Identifies the requirements (i.e., drawings, calculations, or memos) for each permit submittal.

Permit Tracking Table – develop and maintain a permit tracking table in Excel that provides the submittal date, permit tracking number, issued date, effective date, and expiration date.

Permitting Schedule - Provide input to the project schedule relating to permitting activities.

SEPA Compliance

- Meet with the CITY to discuss SEPA compliance process, lead agency, and potential threshold determination.
- Prepare draft SEPA Environmental Checklist and threshold determination.
- Prepare final SEPA Environmental Checklist addressing CITY of Tumwater comments.

Permit Application Preparation and Response to Comments

- 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.
- Finalize applications for submittal.
- Submit applications on behalf of the CITY per the agency's processes.
- Develop responses to comments from agencies processing the applications.
- Submit responses to comments per the agency's process.
- 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.

Task 9.3 – NEPA Documentation

This task includes efforts to prepare the preliminary NEPA Environmental Classification Summary form (ECS) as well as prepare supporting documentation in accordance with Chapter 24 of the LAG Manual and other appropriate WSDOT and/or FHWA guidance documents. The ECS is the assumed NEPA document for a Documented Categorical Exclusion (DCE) for the project.

- The CONSULTANT will hold a kickoff meeting with WSDOT to verify assumed NEPA process for FHWA approval.
- THE CONSULTANT shall coordinate with the WSDOT Highways and Local Programs Area Engineer during document preparation and review cycle. THE CONSULTANT will also coordinate with WSDOT to address comments on the ECS and any of the environmental documentation prepared above.
- The CONSULTANT will incorporate their cultural resources findings into the ECS and coordinate responses to comments.

Task 9.4 – Environmental Justice Documentation required by FHWA and WSDOT

The CONSULTANT will document presence of minority and/or low-income populations within 0.5 miles of the project corridor to support the NEPA ECS.

- Pull 2020 Census reports using the EPA Environmental Justice (EJ) finder.
- Supplement the national data with information collected from the City of Tumwater or Thurston County available demographic databases.
- Complete the Social and Community Impacts Decision Matrix from the Local Programs ECS Guidebook.
- Initiate preparation of a brief memorandum to summarize the demographic and income information.

Task 9.5 – Hazardous Materials Documentation required by FHWA and WSDOT

CONSULTANT will prepare Hazardous Materials (HazMat) Analysis Report per WSDOT H&LP standards to identify and evaluate known or potentially contaminated sites that may adversely affect the environment, create significant construction impacts, and/or incur cleanup liability to the CITY. This information will be used to allow the CITY and the CONSULTANT, together with WSDOT, to make informed decisions regarding the selection of alternative, or mitigation measures and/or the necessity of initiating early coordination with relevant regulatory agencies as part of NEPA ECS documentation.

Task 9.6 – Quality Assurance/Quality Control Review

CONSULTANT shall perform senior level review of all task deliverables and document the reviews according to the project QA/QC plan.

Task 9 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.
- Mazama pocket gopher are assumed to be absent. If Mazama pocket gophers are detected, services for Endangered Species Act compliance will be provided in an amendment.
- 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 regulatory agencies that this project will interface with for permits are:
 - City of Tumwater – Right-of-way Access/Utility Permit, site development grading
 - WSDOT – General Permit, Access Connection Permit
 - FHWA – Access Change Request
- 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.
- 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.
- Permits needed for this project include:
 - City of Tumwater
 - Right-of-way Access/Utility Permit
 - Site Development Grading
 - WSDOT
 - R/W Access Permit
 - General Permit
 - Access Connection Permit
 - FHWA
 - Access Revision Request
- NEPA will evaluate one iteration of design at 30% milestone.
- WSDOT will lead the effort and coordinate directly with FHWA in application of the Access Revision Request.

- Air and Noise evaluations will not be required for a complete ECS submittal.
- The ECS is the assumed NEPA document for a Documented Categorical Exclusion (DCE) for the project.
- It is assumed for this task that the EJ Memo documentation will be for a CE-level project and that there will be no impacts on EJ populations.
- CONSULTANT will obtain and review the results of a federal, state, and local environmental database search provided by an outside environmental data service for listing of information on confirmed and suspected contaminated sites or nearby structures specified by Section 8.2, Standard Environmental Record Sources of ASTM International (ASTM) E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The evaluation will focus on sites that are located within ¼ mile of the alignment, or as required by ASTM.
- Based on the results of the regulatory database search, CONSULTANT will make a request to review site files maintained by the Washington State Department of Ecology's Northwest Regional Office (Ecology NWRO). Site files made available by Ecology will be reviewed for information about current site environmental conditions.
- CONSULTANT will review available historical data sources for the project area and vicinity, including aerial photographs, topographic maps, fire insurance maps, city directories, and other readily available development data.
- The information gathered from the regulatory database, Ecology records review, and historical documentation, will be summarized in a Hazardous Materials Technical Memorandum. The report will include a description of methods, findings, and conclusions, as well as the following:
 - Lists of sites with potential for presence of contaminated and hazardous material/waste sites identified in the regulatory database search.
 - Maps of potentially contaminated hazardous material/waste sites identified in the regulatory database search, overlaid with the project footprint.
- Windshield survey will be conducted by one CONSULTANT staff concurrent with environmental assessment.
- It is assumed that the project will require a low-level hazardous materials analysis per WSDOT H&LP standards. Preparation of a full-scale HazMat Analysis Report is outside the scope of this AGREEMENT.

Task 9 Deliverables:

- Draft and Final Environmental Conditions Assessment TM (PDF format)
- MPG survey field data sheets and map notes (PDF format)
- Draft and Final City of Tumwater development permits
- Draft and Final WSDOT General Permit Application
- Draft and Final ECS (PDF Format)
- Draft and Final EJ Memo (PDF Format)
- Draft and Final Hazardous Materials Technical Memorandum

TASK 10: CULTURAL RESOURCES

CONSULTANT will prepare a cultural resources technical report per Department of Archaeology and Historic Preservation (DAHP) guidelines and in compliance with Section 106 of the National Historic Preservation Act (NHPA). The report will identify cultural resources and historic properties within the Project's area of potential effects (APE) that may be adversely affected by the Project. This information will be used to allow the CITY and the CONSULTANT, together with WSDOT, to make informed decisions regarding the selection of alternative, or mitigation measures and/or the necessity of initiating early coordination with relevant regulatory agencies as part of NEPA ECS documentation.

Based upon preliminary review of the Washington Information System for Architectural & Archaeological Records Data (WISAARD), a cultural resources survey was performed at the project vicinity in 2009, yielding negative results. However, based on the DAHP's predictive model, the project vicinity has a moderate risk for containing archaeological resources. CONSULTANT's cultural resources assessment will include the following research and permitting efforts:

Task 10.1 – Proposed Area of Potential Effects and Background Review

CONSULTANT shall prepare an exhibit illustrating the proposed APE for use in the desktop review and coordination with WSDOT, DAHP, Indian tribes, and other agencies, as appropriate. The proposed APE shall include the maximum extent of proposed ground disturbance, inclusive of potential direct and indirect effects on resources located on parcels adjacent to the ground disturbing activity.

CONSULTANT shall perform a desktop review of available cultural resources information identified within the proposed APE and within a 1-mile buffer around the APE within WISAARD. The research will include a review of existing cultural resources data and previously completed cultural resource surveys, as well as review of accessor data, online historic maps and aerial images, and tribal information that is publicly available. CONSULTANT will reach out to the Indian tribes who may have an interest in the proposed APE to ask if they have any information or concerns about the proposed APE that they would share. CONSULTANT assumes the Indian tribes will include the Confederated Tribes of the Chehalis Reservation, Cowlitz Indian Tribe, Nisqually Indian Tribe, and Squaxin Island Tribe. This outreach does not constitute formal government to government consultation. The results of the desktop review will be summarized in a technical report (Task 11.3).

Task 10.2 – Field Study

CONSULTANT shall perform archaeological pedestrian survey in the proposed APE and monitoring during the geotechnical investigations to identify potential buried cultural strata and materials. The 2009 survey in the project vicinity indicated that the area is within previously disturbed, existing highway ROW that includes artificial berms, buried utilities, and secondary forest growth. Pedestrian survey will verify the existing conditions of the proposed APE. Monitoring the geotechnical investigations will provide the opportunity to observe sediments below the disturbed ROW that may potentially contain buried cultural resources. The results of the field study will be summarized in a technical report (Task 11.3).

Task 10.3 – Cultural Resources Technical Report

CONSULTANT shall prepare a cultural resources technical report that summarizes the results of the desktop review, pedestrian survey, and monitoring. The report will provide a recommendation of any further cultural resources work for the project. Information regarding tribal outreach and any comments received will also be included. The technical report will comply with Section 106 of the NHPA to support project permitting.

Task 10.4 – Inadvertent Discovery Plan

CONSULTANT shall develop Inadvertent Discovery Plans (IDP) for the project. The IDP will outline the processes to follow in the event of an inadvertent discovery during construction. The IDP will include the contact information for all parties to contact in the event of a discovery and will provide photographic attachments that illustrate various types of cultural resources. The IDP will be attached to the technical report.

Task 10.5 – QA/QC

CONSULTANT shall perform senior level review of all Task 10 deliverables and document the reviews according to the project QA/QC plan.

Task 10 – Assumptions

- CONSULTANT will assist the CITY with agency and tribal coordination.
- No archaeological resource will be identified during the fieldwork and no archaeological site inventory forms will be necessary.
- No historic built environment resources are present that require architectural history survey and no Historic Property Inventory forms will be necessary.
- No archaeological shovel probing is included.
- In the event that further cultural resources work is warranted (i.e., architectural history survey or monitoring during construction), CONSULTANT will submit a scope of work and cost adjustment for those services.
- Project requires compliance with Section 106 of the NHPA and Revised Code of Washington (RCW).

Task 10 – Deliverables:

- Proposed APE Exhibit
- Cultural Resources Technical Report
- Project-specific Inadvertent Discovery Plan

TASK 11: REAL ESTATE SERVICES SUPPORT

This task includes real estate services associated with the right of way impacts resulting from the proposed project improvements. THE CONSULTANT SHALL NOT WORK OR BILL TO THIS TASK WITHOUT EXPRESS PERMISSION FROM THE CITY.

Task 11.1 – Preliminary Right-of-way Services

CONSULTANT will provide preliminary Right of Way (ROW) Services that includes reviewing the ROW plans, drafting ROW Schedule, ordering title reports, reviewing and documenting title reports and encumbrances, reviewing legal descriptions and acquisition exhibits and confirming necessary property rights to be acquired for up to two (2) parcels. These services do not include right of entry.

CONSULTANT will provide support to the CITY in responding to property owner requests for project information. Support will include developing sketches or answering questions about the design and associated (ROW) impacts.

Assumptions:

- CONSULTANT will order title report updates for up to two (2) parcels. This will occur at the beginning of the project.
- Title company will be responsive and deliver title report information in a timely manner.
- The CONSULTANT will provide legal descriptions and exhibits for acquisitions for up to two (2) parcels.

Deliverables:

- Up to one (1) redline review of the ROW plans.
- One (1) ROW schedule and up to one (1) update.
- two (2) title reports and encumbrance reports.
- Up to one (1) redline review of legal descriptions and acquisition exhibits for up to two (2) parcels.

Task 11.2 – Valuation Process (Appraisals and Appraisal Reviews)

The CONSULTANT shall manage appraisal services for real property appraisals and review appraisals for up to two (2) appraisals as assigned by CITY, conforming to CITY standards, including preparation and review for property rights being acquired under the threat of eminent domain and adhering to the WSDOT Local Agency Guidelines (LAG) Manual, Chapters 4 and 5 of the WSDOT ROW Manual, the Uniform Standards of Professional Appraisal Practice (USPAP), the provisions of all Washington State and Federal laws, as applicable, and in accordance with Washington Pattern Jury Instructions guidance. CONSULTANT will subcontract the valuation services and the subcontractors shall meet all requirements set forth in 49 CFR 24.103.

The appraisal services include:

CONSULTANT Responsibilities

- Prepare a valuation schedule for delivery of appraisal reports and appraisal reviews.
- Attend appraisal kickoff meeting with appraiser and CITY to review available information and provide context to the appraiser prior to their site visit.

- Assemble all needed appraisal data and appraisal scope including ROW plan sheets, title reports, approved legal descriptions and exhibits for each assigned parcel for the valuation subcontractor.
- Send out landowner contact letters to the affected parcels in advance of the valuation.
- Manage the delivery of the valuation services that include delivery of up to two (2) appraisal reports for assigned parcels.
- Agent will attend up to two (2) appraisal inspections, where possible.
- Review up to two (2) appraisal reports and provide to the appraisal reviewer, if needed.
- Review up to two (2) appraisal review reports and provide to the CITY, if needed.

CITY Responsibilities:

- Review and approve valuation schedule.
- Attend virtual meeting with CONSULTANT and Appraiser for appraisal kickoff.
- Review and approve landowner appraisal inspection letter.
- Review and authorize just compensation via signature on Determination of Value (DV) for up to two (2) valuation reports.

Assumptions:

- CONSULTANT will manage their staff to develop the most expeditious schedule for delivery of all valuations.
- Appraisal kickoff meeting will be a virtual meeting and last 1 hour in length. City staff will provide information on the impacts of the project and how they would like to address removal, replacement, and compensation for impacts to private property features.
- CITY shall provide all information to CONSULTANT that is required to complete the valuation assignments.
- It is anticipated there will be a total of two (2) parcel valuation reports.
 - All valuation services will be performed by a WSDOT certified independent appraiser to WSDOT LAG manual standards.
 - Appraisals will be before and after short form narrative appraisal reports.
 - Notice to Proceed (NTP) for the appraiser will be the date of receipt of sufficient ROW plans or legal description and exhibits; title reports; and landowner contact information.
 - The estimated delivery schedule for the appraisal reports is within 75 calendar days from the date of NTP for the appraiser.
 - NTP for the review appraiser will be upon delivery of the appraisal report. Estimated delivery time of the appraisal reviews is 45 calendar days from NTP.
 - If there is an increase or change to the assumed number of appraisal reports, appraisal review reports, this will result in additional levels of effort and will require authorization from the CITY.

Deliverables:

- Valuation schedule.
- Landowner contact letters, if needed.
- Meeting notes from the appraisal kickoff.
- Up to two (2) valuation reports and up to two (2) review appraisal reports, if needed.

Task 11.3 – Acquisition and Negotiation Support

CONSULTANT will perform title review, prepare offer packages, present offers, negotiate purchases and prepare administrative settlement memos in accordance with all guidelines and regulations set forth under the Uniform Relocation Act (URA). It is anticipated that there will be up to two (2) acquisition parcels. Upon completion of all ROW activities, shall be uploaded electronically to a SharePoint site with one hard copy provided to the CITY, unless otherwise requested.

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

Real Estate Technician Support

CONSULTANT shall provide Real Estate Technicians to provide the following Real Estate Services in support of the project:

1. Perform title document reviews and develop draft memorandums with recommended actions/changes for CITY review.
2. Review and prepare draft right of way document packages in accordance with state and federal rules and regulations.
3. Assist with property closings, requesting payments for property owner, final file transmittal and input of real estate information into CITY's filing and computer systems.

Acquisition

The CONSULTANT shall perform the following services:

- Draft and complete up to two (2) encumbrance clearance documents per parcel as directed by the CITY for up to two (2) parcels.
- Prepare all offer package documents required for up to two (2) acquisition parcels. Including: Offer Letters, Deeds, Easements, IRS Form W-9s, Real Property Vouchers, and Real Estate Excise Tax Affidavits.,
- Act as the agent of the CITY in all negotiations and in accordance with the URA.
- Provide one (1) paper copy of appraisal report to each property owner and tenant(s), if tenant(s) owns real property.
- Acquire easements and fee acquisitions, as approved by the CITY.
- Provide CITY with a recommendation for an Administrative Settlement for settlements above the authorized just compensation, for approval by the CITY for up to two (2) parcels as assigned by CITY.
- Maintain current negotiator diaries for up to two (2) acquisition parcels as assigned by CITY.
- If negotiations should reach an impasse, prepare recommendation for CITY to move forward with condemnation and provide Condemnation Transmittal form and parcel file, as directed by the CITY, for up to two (2) parcels.
- Transmit executed documents to CITY for payment processing for up to two (2) parcels.
- CONSULTANT shall prepare all files that are deliverables within this scope for ROW certification for pre-review by CITY for up to two (2) acquisition parcels as assigned by CITY.
- Deliverables prepared by CONSULTANT shall be provided to the CITY in a digital format for electronic storage/archive, except for those items that contain original signatures that shall be transmitted in paper format per the records retention schedule for the CITY.

CITY Responsibilities:

- Provide all acquisition offer package documents and forms to the CONSULTANT.
- Review and approve initial acquisition offer package with all real estate documents and forms consistent with CITY acquisition practices.
- Provide written approval for all administrative settlement memorandums agreed to by the CITY.
- Make prompt payment for all approved acquisitions submitted by the CONSULTANT to the CITY for recording.
- Review and accept all transmitted files.

Assumptions:

- The CONSULTANT shall make the initial offer to purchase in person if possible, or by certified mail.
- The CONSULTANT shall make a maximum of two (2) good-faith attempts at negotiations for each parcel assigned, with those attempts being defined as an in-person visit with landowner, a detailed phone conversation, or a substantive correspondence or email exchange.
- CONSULTANT's acquisition duties shall be deemed complete if any of the following occur:
 - A negotiated settlement approved by the CITY is reached and the necessary closing documents are executed;
 - A Possession and Use Agreement secured and the acquisition file is transmitted to CITY;
 - An impasse in negotiations is reached or;
 - The offer to purchase is rescinded.
- If an impasse is reached during negotiations, the entire parcel file shall be submitted to the CITY for further action, including determination to eliminate acquisition of property.
- When the CITY receives acceptable documents from CONSULTANT, they will be signed by the CITY and returned to the CONSULTANT for processing, recording and closing by CONSULTANT staff.
- If negotiations cannot be concluded within sixty (60) days of the offer date on any given parcel the CONSULTANT will notify the CITY. Continuation of negotiations may require an increased level of effort and the effort to complete those parcels will be re-negotiated.
- Relocation advisory services are not included in this scope of work.
- Condemnation services are not included in this scope of work.

Deliverables:

- Up to two (2) completed acquisition files including Negotiator Diaries.
- Up to two (2) completed Administrative Settlement Memorandums.
- Up to two (2) encumbrance clearance documents per parcel.

Task 11.4 – Right-of-Way Plans

Right of Way Plans

CONSULTANT will develop right-of-way plans identifying right-of-way acquisitions and temporary or permanent easements. CONSULTANT will develop the right-of-way plans per WSDOT standards.

CONSULTANT will work with WSDOT access and survey staff to identify available monumentation and limits for the impacted ROW plan.

CONSULTANT will coordinate with WSDOT to develop “red and greens” to document revisions to WSDOT’s ROW plans for the Tumwater Blvd/I-5 interchange.

Right of Way Legal Exhibits

CONSULTANT will develop legal exhibits in AutoCAD using the ROW basemap developed by S&H. Exhibits will be developed for all easements (temporary and permanent) and permanent acquisitions on all impacted parcels.

Task 11.5 – Quality Assurance/Quality Control Review

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

TASK 12: UTILITY COORDINATION

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

Task 12.1 – Utility Review and Conflict Assessment

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

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

Private Utility Potholing – CONSULTANT will provide utility owners the proposed improvements and identify potential utility conflict after approval of the 30% design and project footprint and request utility owners to pothole those locations. CONSULTANT shall possess all public and private pothole and will incorporate pothole data into the 90% design.

Task 12.2 – Conflict Resolution

Conflict Assessment Log – After the proposed underground utilities and illumination system have been designed to a 60% level, the CONSULTANT will evaluate utility conflicts to confirm there are no alternatives that avoid the conflict and document the conflict assessments data in a log.

Conflict Assessment Map – CONSULTANT will develop a conflict assessment map containing information associated with each conflict identified with the 60% design. The conflict assessment map will be provided to each utility company representative for use in utility coordination efforts.

Utility Relocation Coordination – Meetings will be conducted at the 30%, 60%, 90%, and Final design milestones with private utility companies to coordinate the CITY and private utility designs. CONSULTANT will coordinate with utility company representative to develop project plans and specifications that meet the requirements of the CITY's franchise agreements with private utility companies. CONSULTANT will incorporate private utility company relocation plans in an appendix of the Project Manual.

Task 12.3 – Design and Construction Coordination

Design Coordination - CONSULTANT will coordinate with utility company representatives to keep them informed of project updates and confirm project delivery schedules.

Utility Coordination Specifications – CONSULTANT will coordinate with utility company representative to develop construction specifications that define contract requirements related to coordination of private utility improvements.

Task 12.4 – QA/QC Review

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

Task 12 - Assumptions:

- The CITY will provide a list of contact names for each utility located within the project limits.
- It is assumed that no undergrounding of overhead utilities will be required.

Task 12 - Deliverables:

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

TASK 13: PRELIMINARY DESIGN

Task 13.1 – Roadway/Roundabout Design

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

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

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

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

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

Horizontal alignments – alignments for Tumwater Blvd and the on/off ramp approaches will extend approximately 500 feet down each approach. Alignments will be developed for roadway centerlines, truck apron curb lines, and the curb line quadrant alignments for each roundabout. Project survey control points will be tied to the project horizontal alignments.

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

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

Task 13.2 – Stormwater Design (WSDOT)

Stormwater Design - The CONSULTANT will conduct a preliminary drainage analysis of the project improvements to determine the appropriate stormwater treatment and flow control facilities for the project. Stormwater shall be designed per the WSDOT Highway Runoff Manual M 31-16 (HRM).

Draft Stormwater Report - The CONSULTANT will utilize the requirements set forth in the April 2019 WSDOT Highway Runoff Manual M 31-16 (HRM). All eleven (11) minimum requirements will be addressed as part of this task.

- CONSULTANT shall evaluate Threshold Discharge Areas (TDAs) for the ultimate configuration for full buildout.

- CONSULTANT shall use the ultimate configuration for stormwater calculations and facility sizing.
- CONSULTANT shall prepare a DRAFT Drainage Report following the outline provided in Volume I of the DDECM. The DRAFT Report will be approximately 20-30 pages in length. The DRAFT Report will include graphics which document analysis and assumptions.
- CONSULTANT shall evaluate ALL eleven (11) minimum requirements of the DDECM.
- The CONSULTANT shall use the Western Washington Hydraulic Model (WWHM) for preliminary sizing of both the water quality and flow control facilities.
- No conveyance analysis is required for the DRAFT Drainage Report.
- An Engineer's Opinion of Probable Construction Cost (OPCC) is not required for this task.
- No Stormwater Pollution Prevention Plan (SWPPP) is required as part of this task.

Task 13.3 – Illumination Design

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

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

Calculation areas will be developed based on the limits of the CITY and WSDOT illumination systems that is identified in the preliminary design coordination meeting with WSDOT.

Line Loss Calculations and Wiring – CONSULTANT will evaluate line loss calculations and identify illumination system circuit wiring for the CITY and WSDOT illumination systems.

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

Lighting Design Memo – Preliminary analysis as well as design assumptions and intent will be document in a brief memo for approval.

Task 13.4 – Landscaping Design

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

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

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

Task 13.5 – Retaining Wall Design

CONSULTANT will develop preliminary alignments and profiles for the proposed retaining walls included in the design. Retaining wall designs will be in accordance with the geotechnical recommendations and will not exceed four (4) feet in height.

Retaining wall details will be developed for the 60% design submittal and will be based on geotechnical and retaining wall manufacturers recommendations.

Task 13.6 – Quality Assurance/Quality Control Review

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

Task 13 - Assumptions:

- The CITY will provide existing Drainage Report prepared for adjacent parcels or intersections as available.
- The CITY will compile review comments on design submittals and resolve conflicting comments prior to providing the comments to the CONSULTANT.
- Illumination design will be developed prior to utility potholing being completed.
- 100% infiltration is assumed within WSDOT right of way.
- Compost Amended Filter Strips (CAVFS) will provide enhanced treatment for ramp widening.
- A new infiltration facility will be required within WSDOT right of way for stormwater water quality and flow control for the western side of Interstate 5.
- WSDOT stormwater improvements will be designed per the Highway Runoff Manual (HRM).
- Hydraulic analysis will be performed utilizing MGSFlood for a continuous model simulation per the latest version of the Highway Runoff Manual M 31-16.
- Enhanced treatment will be required for work performed in WSDOT right of way.
- Retaining walls will not exceed four (4) feet in height and standard pre-designed retaining wall systems will be used.

Task 13 - Deliverables:

- DRAFT Roundabout Performance Check Calculations and Figures (pdf & AutoCAD).
- DRAFT Type A Hydraulic Report for WSDOT review and comment, delivered electronically in pdf format.
- AGI32 lighting analysis results

TASK 14: FINAL DESIGN

Task 14.1 – Roadway/Roundabout Design

This task includes efforts required to advance the design from 60% to final design addressing comments received from the CITY and WSDOT on all submittals after 60% design. It is assumed that the horizontal and vertical alignments are set after the 60% design.

Ultimate Roundabout Configuration - CONSULTANT will update the ultimate roundabout exhibit to address comments received from WSDOT on the draft submitted with the Channelization Plan for Approval package.

Interim Roundabout Configuration - CONSULTANT will update the interim roundabout exhibit to address comments received from WSDOT on the draft submitted with the Channelization Plan for Approval package.

Performance Checks - CONSULTANT will update the roundabout performance checks for the ultimate and interim configurations to address comments received from WSDOT on the draft submitted with the Channelization Plan for Approval package.

Final Grading – CONSULTANT will update the quadrant profiles and corridor model for the proposed interim configuration to address comments received from WSDOT on the draft submitted with the Channelization Plan for Approval package and the 60% and 90% review comments received.

Task 14.2 – Stormwater Design (WSDOT)

Stormwater Design - The CONSULTANT will update the drainage design to address comments received from WSDOT on the 60% stormwater design.

Final Stormwater Report - The CONSULTANT will update the stormwater report to address comments received from the CITY and WSDOT related to the stormwater system. The Final Stormwater Report will be submitted with the 90% design submittal.

Task 14.3 – Illumination Design

This task includes efforts to address comments received from the CITY and WSDOT on the preliminary design documentation for the illumination systems for this project.

Illumination Design File – CONSULTANT will update the design file to address comment received on the preliminary design.

Line Loss Calculations and Wiring – CONSULTANT will update line loss calculations and wiring determinations to reflect the final design.

Lighting Design Memo – CONSULTANT will incorporate comments and finalize the design memo.

Task 14.4 – Landscaping Design

Roadway Landscaping – CONSULTANT will update the roadway landscaping design to address comments received on the preliminary design submittal.

Central Island Landscaping – CONSULTANT will update the central island landscaping design to address comments received on the preliminary design submittal.

Irrigation System Design – CONSULTANT will finalize the irrigation system layout to address comments received from WSDOT and the CITY on preliminary design submittals.

Task 14.5 – Retaining Wall Design

This task includes efforts to address comments received from the CITY and WSDOT on the preliminary retaining wall design. The retaining wall alignments and profiles will be adjusted based on the final grading of the roundabout. Retaining wall details will be updated for the 90% design submittal.

Task 14.6 – QA/QC Review

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

Task 14 - Assumptions:

- No artwork is planned for the central island of the roundabout.
- The CITY will provide existing Drainage Report prepared for adjacent parcels or intersections as available.
- The CITY will compile review comments on design submittals and resolve conflicting comments prior to providing the comments to the CONSULTANT.
- Illumination design will be developed prior to utility potholing being completed.
- 100% infiltration is assumed within WSDOT right of way.
- Compost Amended Filter Strips (CAVFS) will provide enhanced treatment for ramp widening required in WSDOT right of way.
- A new infiltration facility will be required within WSDOT right of way for stormwater water quality and flow control for the eastern side of Interstate 5.
- Hydraulic analysis will be performed utilizing MGSFlood for a continuous model simulation per the latest version of the Highway Runoff Manual M 31-16.
- Enhanced treatment will be required for work performed in WSDOT right of way.

Task 14 - Deliverables:

- FINAL Roundabout Performance Check Calculations and Figures (pdf & AutoCAD).
- FINAL Type A Hydraulic Report for WSDOT review and comment, delivered electronically in pdf format.
- Updated AGI32 lighting analysis results

TASK 15: 30% PLANS AND ESTIMATE

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

Task 15.1 – 30% Opinion of Probable Construction Costs (OPCC)

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

Task 15.2 – Quality Assurance/Quality Control Review

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

Task 15 - Assumptions:

- The Channelization Plan for Approval submitted to WSDOT will be considered the 30% design documentation.
- Efforts in this task are limited to development of the 30% opinion of probable construction costs.

Task 15 - Deliverables:

- 30% OPCC, pdf format, pdf via email.
- 30% AutoCAD files.

TASK 16: 60% PLANS, SPECIFICATIONS AND ESTIMATE

The 60% design submittal will consist of construction plans developed based on the 30% design review meeting, a draft of the project special provisions, and a 60% opinion of probable construction costs.

Task 16.1 – 30% Comment Response Resolution

CONSULTANT will develop comment response resolution forms to document the 30% comment resolution process. The 60% design will reflect the signed Channelization Plan for Approval.

Task 16.2 – 60% Plans

Construction plans will be developed for the 60% submittal. Plans will be developed in CAD at 20 scale on 22" x 34" borders (40 scale on 11" x 17") unless otherwise noted. The following plans will be included with the 60% design submittal:

Cover Sheet – (1 sheet)

The cover will include a vicinity map, sheet index, and other project information to meet CITY standards.

Legend and Notes – (1 sheet)

This sheet will include general project notes and a general legend to identify existing and proposed features.

Alignment Plans – (1 sheet)

The alignment plans will identify WSDOT R/W and centerline, WSDOT limited access, and the project construction centerline alignments including critical station information and station equations. Alignment plans will be consistent with the approved R/W plans that will be coordinated with WSDOT. This sheet will be developed at a scale that allows for all project alignments to be displayed on one sheet.

Erosion Control Plans – (4 sheets)

Erosion control plan sheets will identify all temporary erosion control measures for construction of the improvements. The erosion control plans will be consistent with the hydraulics design approved by WSDOT. Erosion plans will include standard details for BMPs being implemented for the project.

Demolition Plans – (4 sheets)

Demolition plan sheets will identify the limits of the project impacts including asphalt removal, clearing and grubbing, concrete removal, removal of miscellaneous items in conflict with the project improvements, trees or areas to be protected by the contractor, and proposed cut and fill lines for the proposed improvements.

Utility Plans – (4 sheets)

Utility plan sheets will identify the locations of utility adjustments to be performed by the CITY's contractor and utility relocations being performed by private utility company contractors. No water or sewer utility improvements are anticipated for the project.

Typical Roadway Sections – (1 sheet)

Roadway typical sections will identify the typical roadway section for the Tumwater Blvd approaches, the I-5 on and off ramp approaches, and a roundabout cross section showing the construction of the circulating lane, truck apron and central island.

Roadway Plan and Profiles – (4 sheets)

Roadway plan views will identify existing conditions and proposed improvements including paving and sidewalk limits, retaining wall locations, curb and curb ramp locations, construction centerline alignment stationing, and other roadway paving improvements. Stormwater and illumination improvements will be displayed for reference and verification of conflicts.

Roundabout Quadrant Profiles – (4 sheets)

Roundabout Quadrant Profiles will be developed for the curb alignments in each quadrant of the roundabout. The plans will cover the area of the approaches that are not at a 2% normal crown. The quadrant profiles will be used for the stormwater conveyance plan sheets.

Roadway Details – (2 sheets)

Roadway detail sheets will be developed for the 60% design submittal. Details will include sidewalk ramps, the truck apron, and splitter islands.

Retaining Wall Plan and Profiles and Details – (4 sheets)

Retaining wall plan views will identify retaining wall alignments and limits. The profile views will identify wall heights and foundation depths. Retaining wall details will be developed based on geotechnical and retaining wall manufacturers recommendations.

Stormwater Treatment/Flow Facilities – (8 sheets)

Stormwater treatment facility details will be developed for the 60% design submittal. Plans will identify the type, size, and location of all proposed stormwater treatment facilities.

Stormwater Conveyance Plans, Profiles, and Details – (6 sheets)

Stormwater plans will be developed for the 60% submittal. Plans will include plan and profile information for the stormwater conveyance main in Tumwater Boulevard and alignment and profiles.

Channelization and Signing Plans – (12 sheets)

Channelization and signing plans will be developed based on the signed Channelization Plan for Approval. Channelization and signing plans will not be shown on the same plans. WSDOT standard plans and details will be used where applicable. CITY standards will be implemented consistent with the signed Channelization Plan for Approval. Plans will identify proposed lane widths, and channelization types and limits. A sign schedule will be developed that documents the specifications of existing and proposed signs identified in the plans.

Illumination Plans – (6 sheets)

Illumination plans will include station and offsets of all proposed streetlights and identify the location of proposed power sources. The 60% illumination plans will include luminaire and wiring schedules and standard details for streetlight construction. Plans will identify the WSDOT and CITY systems proposed with the project.

Landscaping Plans – (6 sheets)

Landscaping plans and planting details will be developed for the 60% design submittal. Landscaping plans will identify type, size, and location of proposed plants and trees along the roadways and within the central island. The landscaping plans will include details for the central island landscaping features.

Traffic Control Plans – (8 sheets)

Construction staging and traffic control plans will be developed for the 60% submittal for each stage of work based on the 60% design. The plans will identify construction activities planned for each stage of work and the proposed traffic control measures. Plans will be consistent with the direction provided by WSDOT's traffic group in the WSDOT design coordination meetings.

Task 16.3 – 60% Specifications

CONSULTANT will develop the 60% project specifications using WSDOT/APWA/CITY General Special Provisions and project special provisions. Comments received on the 30% submittal will be addressed with this submittal.

CITY will provide CONSULTANT with CITY GSPs and Project Specials. The CITY GSPs and Specials will be provided in WORD compatible file format. CITY provided GSPs and specials will be used in place of WSDOT GSPs and APWA GSPs where applicable.

Task 16.4 – 60% Opinion of Probable Construction Costs (OPCC)

CONSULTANT will develop an OPCC based on the 60% design. Comments received on the 30% submittal will be addressed in the 60% OPCC. Quantities will be updated, documented, and tracked for QC review.

Task 16.5 – Quality Assurance/Quality Control Review

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

Task 16 - Assumptions:

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

Task 16 - Deliverables:

- 60% Plans
- 60% Specifications
- 60% OPCC

Task 16 – CITY Deliverables:

- CITY standard GSPs and project special provisions in WORD format (.ODT)
- CITY standard details

TASK 17: 90% PLANS, SPECIFICATIONS AND ESTIMATE

The 90% design submittal will consist of construction plans that have been updated to address comments received on the 60% PS&E submittal. The 90% PS&E documents will be submitted to the CITY and WSDOT for review.

Task 17.1 – 60% Comment Response Resolution

CONSULTANT will develop comment response resolution forms to document the 60% comment resolution process. The 90% design will reflect the signed Channelization Plan for Approval and will address any changes resulting from the 60% PS&E submittal review.

Task 17.2 – 90% Plans

Construction plans will be updated for the 90% submittal to address comments received on the 60% design submittal. The number of sheets for the 90% submittal is anticipated to be the same as the 60% submittal and is noted below.

- Cover Sheet – (1 sheet)
- Legend and Notes – (1 sheet)
- Alignment Plans – (1 sheet)
- Erosion Control Plans – (4 sheets)
- Demolition Plans – (4 sheets)
- Utility Plans – (4 sheets)
- Typical Roadway Sections – (2 sheet)
- Roadway Plan and Profiles – (4 sheets)
- Roundabout Quadrant Profiles – (4 sheets)
- Roadway Details – (2 sheets)
- Retaining Wall Plan and Profiles and Details – (4 sheets)
- Stormwater Treatment/Flow Facilities – (8 sheets)
- Stormwater Conveyance Plans, Profiles, and Details – (6 sheets)
- Channelization and Signing Plans – (6 sheets)
- Illumination Plans – (6 sheets)
- Landscaping Plans – (6 sheets)
- Traffic Control & Construction Staging Plans – (8 sheets)

Task 17.3 – 90% Specifications

CONSULTANT will develop the 90% project specifications that address comments received on the 60% PS&E submittal.

Task 17.4 – 90% Opinion of Probable Construction Costs (OPCC)

CONSULTANT will develop an OPCC based on the 90% design. Comments received on the 60% submittal will be addressed in the 90% OPCC. Quantities will be updated, documented, and tracked for QC review.

Task 17.5 – QA/QC Review

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

Task 17 - Assumptions:

- Plans will be submitted in PDF format.
- The number of sheets identified is an estimate based on the scope of work and project limits identified. The actual sheet count will include what is necessary to produce a readable, biddable, and constructible plan set. Plan sheets required in addition to the estimated plan sheets do not constitute additional work and compensation unless these additional sheets were the result of scope creep, an amendment, or other instruction by the CITY.
- Plans will follow APWA and CITY drafting standards.
- OPCC will be provided in CITY preferred format (ordered by WSDOT spec no.)

Task 17 - Deliverables:

- 90% WSDOT PS&E Review Checklist
- 90% Plans
- 90% Specifications
- 90% OPCC

TASK 18: FINAL PLANS, SPECIFICATIONS AND ESTIMATE

The final design submittal will consist of construction documents that have been updated to address comments received from the CITY and WSDOT on the 90% PS&E submittal.

Task 18.1 – 90% Comment Response Resolution

CONSULTANT will develop comment response resolution forms to document the 90% comment resolution process. The final design will reflect the signed Channelization Plan for Approval and address comments received on the 90% PS&E submittal.

Task 18.2 – Final Plans

Construction plans will be updated for the final submittal to address comments received on the 90% design submittal. The number of sheets for the final submittal is anticipated to be the same as the 90% submittal and is noted below.

- Cover Sheet – (1 sheet)
- Legend and Notes – (1 sheet)
- Alignment Plans – (1 sheet)
- Erosion Control Plans – (4 sheets)
- Demolition Plans – (4 sheets)
- Utility Plans – (4 sheets)
- Typical Roadway Sections – (1 sheet)
- Roadway Plan and Profiles – (4 sheets)
- Roundabout Quadrant Profiles – (4 sheets)
- Roadway Details – (2 sheets)
- Retaining Wall Plan and Profiles and Details – (4 sheets)
- Stormwater Treatment/Flow Facilities – (8 sheets)
- Stormwater Conveyance Plans, Profiles, and Details – (6 sheets)
- Channelization and Signing Plans – (6 sheets)
- Illumination Plans – (6 sheets)
- Landscaping Plans – (6 sheets)
- Traffic Control & Construction Staging Plans – (8 sheets)

Task 18.3 – Final Specifications

CONSULTANT will develop the final project specifications that address comments received on the 90% PS&E submittal.

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

CONSULTANT will develop an OPCC based on the final design. Comments received on the 90% submittal will be addressed in the final OPCC. Quantities will be updated, documented, and tracked for QC review.

Task 18.5 – QA/QC Review

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

Task 18 - Assumptions:

- Plans will be submitted in PDF format.
- The number of sheets identified is an estimate based on the scope of work and project limits identified. The actual sheet count will include what is necessary to produce a readable, biddable, and constructible plan set. Plan sheets required in addition to the estimated plan sheets do not constitute additional work and compensation unless these additional sheets were the result of scope creep, an amendment, or other instruction by the CITY.
- Plans will follow APWA and CITY drafting standards.
- OPCC will be provided in CITY preferred format (ordered by WSDOT spec no.)

Task 18 - Deliverables:

- Final Plans
- Final Specifications
- Final OPCC including bid item backup information detailing how the quantity and price was determined. All lump sum items shall have breakdowns showing the cost for each incidental item in the lump sum.

MANAGEMENT RESERVE FUND

The management reserve fund (MRF) is intended to be used for unanticipated work that comes up during the life of the project. The MRF budget has been established based on CITY input and direction.

CONSULTANT will coordinate with the CITY on development of MRF requests for justified work efforts.

MRF requests will be submitted and approved by the CITY prior to any work being performed.

MRF requests will include a cover letter documenting the MRF budget (overall, current request, remaining) along with a scope and budget for the current MRF request.

If a TASK or SUBTASK as specified in this scope of work is no longer required for completion of the project, the associated fee shall be placed in the MRF. For example, if WSDOT does not require an ARR, the associated fee shall be placed in the MRF.

Chapter 3.46

CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;

2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or

3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;

2. The contractor is a sole source;

3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;

4. The contractor is a public entity;

5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

A. Within the city;

B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and

C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)

EXHIBIT C

COMPENSATION SPREADSHEET

EXHIBIT C

Actuals Not To Exceed Table (ANTE)

City of Tumwater - Tumwater Blvd/I-5 NB Ramps Improvements HDR Engineering, Inc. 929 108th Ave NE, Suite 1300 Bellevue, WA 98004				
Job Classifications	Direct Labor Rate NTE*	Overhead NTE* 158.39%	Fixed Fee NTE 31.00%	All Inclusive Hourly Billing Rate NTE
Administrative Assistant 3	\$47.38	\$75.05	\$14.69	\$137.11
Administrative Assistant 5	\$77.70	\$123.07	\$24.09	\$224.86
Architect 1	\$49.79	\$78.86	\$15.43	\$144.09
Architect 2	\$53.57	\$84.85	\$16.61	\$155.03
Architect Supervisor	\$112.70	\$178.51	\$34.94	\$326.14
Bridge Engineer 1	\$56.64	\$89.71	\$17.56	\$163.91
Bridge Engineer 3	\$83.10	\$131.62	\$25.76	\$240.48
Bridge Engineer 7	\$130.27	\$206.33	\$40.38	\$376.99
Budget Analyst 1	\$119.64	\$189.50	\$37.09	\$346.23
Budget Analyst 3	\$192.15	\$304.35	\$59.57	\$556.06
Civil Engineer 3	\$91.63	\$145.13	\$28.41	\$265.17
Civil Engineer 4	\$105.16	\$166.56	\$32.60	\$304.32
Communications Consultant 3	\$80.96	\$128.23	\$25.10	\$234.29
Communications Consultant 5	\$98.53	\$156.06	\$30.54	\$285.14
Construction Project Coordinator 2	\$72.44	\$114.74	\$22.46	\$209.63
Construction Project Coordinator 3	\$81.68	\$129.37	\$25.32	\$236.37
Construction Project Coordinator 4	\$118.35	\$187.45	\$36.69	\$342.49
Contracts Specialist 3	\$59.07	\$93.56	\$18.31	\$170.94
Drafting Technician 3	\$78.31	\$124.04	\$24.28	\$226.62
Engineering Technician 3	\$65.38	\$103.56	\$20.27	\$189.20
Engineering Technician Supervisor	\$79.75	\$126.32	\$24.72	\$230.79
Environmental Engineer 2	\$45.64	\$72.29	\$14.15	\$132.08
Environmental Engineer 4	\$105.78	\$167.54	\$32.79	\$306.12
Environmental Planner 2	\$51.19	\$81.08	\$15.87	\$148.14
Environmental Planner 5	\$100.74	\$159.56	\$31.23	\$291.53
Environmental Specialist 3	\$45.15	\$71.51	\$14.00	\$130.66
Environmental Specialist 5	\$82.50	\$130.67	\$25.58	\$238.75
Fiscal Analyst 3	\$50.21	\$79.53	\$15.57	\$145.30
Fiscal Analyst 5	\$81.89	\$129.71	\$25.39	\$236.98
Human Resource Consultant 3	\$37.02	\$58.64	\$11.48	\$107.13
Human Resource Consultant 4	\$68.03	\$107.75	\$21.09	\$196.87
IT Specialist 3	\$86.15	\$136.45	\$26.71	\$249.31
Property and Acquisition Specialist 4	\$87.74	\$138.97	\$27.20	\$253.91
Transportation Engineer 2	\$61.65	\$97.65	\$19.11	\$178.41
Transportation Engineer 3	\$101.80	\$161.24	\$31.56	\$294.60
Transportation Engineer 5	\$199.30	\$315.67	\$61.78	\$576.75
Transportation Engineer Intern	\$30.02	\$47.55	\$9.31	\$86.87
Transportation Planning Specialist 1	\$58.30	\$92.34	\$18.07	\$168.71
Transportation Planning Specialist 3	\$96.72	\$153.19	\$29.98	\$279.90
Transportation Planning Specialist 5	\$118.63	\$187.90	\$36.78	\$343.30
Transportation Technician 1	\$68.92	\$109.16	\$21.37	\$199.45
Transportation Technician 3	\$84.96	\$134.57	\$26.34	\$245.87
Value Engineering Specialist	\$124.99	\$197.97	\$38.75	\$361.71

City of Tumwater: Tumwater Blvd RAB

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[illegible]

EXHIBIT C

EXPENSES

City of Tumwater: Tumwater Blvd RAB


		Field Supplies	Mileage/mile (2023)	Field Supplies	Meals/day			Total ODC
		Field Equipment	Travel	Field Equipment	Travel			
OTHER DIRECT COSTS		Each	Each	Each	Each			
Unit Cost		\$50.000	\$0.670	\$50.000	\$74.000			
9	PERMITTING AND ENVIRONMENTAL STUDIES							
	Quantity	0	560	6	6			
	Task Total	\$0.00	\$375.20	\$300.00	\$444.00		\$1,119.20	
10	CULTURAL RESOURCES							
	Quantity	3	30	0	0			
	Task Total	\$150.00	\$20.10	\$0.00	\$0.00		\$170.10	
Total ODC		\$ 150.00	\$ 395.30	\$ 300.00	\$ 444.00		\$ 1,289.30	

EXHIBIT C

SUBCONSULTANTS

City of Tumwater: Tumwater Blvd RAB


		Sitts & Hill	SAGE	Rich Duncan			
SUBCONSULTANTS					Total Subconsultants	Sub Markup	Total Subconsultants + Markup
					0.00%		
3	TOPOGRAPHIC SURVEY AND RIGHT-OF-WAY MAPPING						
	Task Total	\$61,931.00	\$0.00	\$0.00	\$61,931.00	\$0.00	\$61,931.00
4	GEOTECHNICAL INVESTIGATION AND REPORTING						
	Task Total	\$0.00	\$54,791.95	\$0.00	\$54,791.95	\$0.00	\$54,791.95
11	REAL ESTATE SERVICES SUPPORT						
	Task Total	\$0.00	\$0.00	\$7,000.00	\$7,000.00	\$0.00	\$7,000.00
Total Subconsultants		\$ 61,931.00	\$ 54,791.95	\$ 7,000.00	\$ 123,722.95	\$ -	\$ 123,722.95



EXHIBIT C

Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants	Total For Proposal
1	PROJECT MANAGEMENT	\$54,108	\$1,353	\$0	\$0	\$55,461
2	DATA COLLECTION AND REVIEW	\$3,834	\$96	\$0	\$0	\$3,930
3	TOPOGRAPHIC SURVEY AND RIGHT-OF-WAY MAPPING	\$801	\$20	\$0	\$61,931	\$62,752
4	GEOTECHNICAL INVESTIGATION AND REPORTING	\$2,191	\$55	\$0	\$54,792	\$57,038
5	WSDOT COORDINATION	\$53,768	\$1,344	\$0	\$0	\$55,112
6	PUBLIC OUTREACH SUPPORT	\$10,646	\$266	\$0	\$0	\$10,912
7	TRAFFIC ANALYSIS	\$29,516	\$738	\$0	\$0	\$30,254
8	BRIDGE WIDENING ANALYSIS	\$19,349	\$484	\$0	\$0	\$19,833
9	PERMITTING AND ENVIRONMENTAL STUDIES	\$56,815	\$1,420	\$1,119	\$0	\$59,354
10	CULTURAL RESOURCES	\$15,140	\$378	\$170	\$0	\$15,688
11	REAL ESTATE SERVICES SUPPORT	\$41,243	\$1,031	\$0	\$7,000	\$49,274
12	UTILITY COORDINATION	\$11,101	\$278	\$0	\$0	\$11,379
13	PRELIMINARY DESIGN	\$56,302	\$1,408	\$0	\$0	\$57,710
14	FINAL DESIGN	\$40,299	\$1,007	\$0	\$0	\$41,306
15	30% PLANS AND ESTIMATE	\$6,358	\$159	\$0	\$0	\$6,517
16	60% PLANS, SPECIFICATIONS, AND ESTIMATE	\$99,797	\$2,495	\$0	\$0	\$102,292
17	90% PLANS, SPECIFICATIONS, AND ESTIMATE	\$47,946	\$1,199	\$0	\$0	\$49,145
18	FINAL PLANS, SPECIFICATIONS, AND ESTIMATE	\$27,801	\$695	\$0	\$0	\$28,496
		\$577,015	\$14,426	\$1,289	\$123,723	\$716,453
Management Reserve Fund						\$ 100,000.00
						\$ 816,453.00

EXHIBIT C

SURVEYING SERVICES ESTIMATE

PREPARED FOR:

FILE: L:\Bus Dev\HDR Tumwater BLVD.
 DATE: 02/26/24
 ESTIMATE BY Letzring

HDR INC.
 905 Plum Street SE
 Olympia, WA 98501



PROJECT: Tumwater BLVD

DESCRIPTION	PRINCIPAL SURVEYOR \$210	PROJECT SURVEYOR \$195	ONE MAN CREW \$155	SURVEY CREW (2) \$205	SURVEY TECH. \$102	MILEAGE \$0.560	MATERIAL (PER UNIT) \$0.50	TOTAL COSTS
Right-of-Way and Topographic Survey								
1. Survey Control				4				\$820
2. Monument Research and Location	2	8		4				\$2,800
*Includes RW Determination								
3. Topography				144	16			\$31,152
4. Map Prep/Drafting		8			96			\$11,352
5. Title Report Exceptions		8			8			\$2,376
6. QA/QC	4	4			6	154		\$2,318
7. Conveyance area descriptions and exhibits		12			12			\$3,564
*includes any corner staking.				16				
8. Record of Survey		8			12			\$2,784
9 Survey Recording								\$430
Utility Locates								\$3,060
Title Report								\$1,275
NOTES:	6	48	0	168	150	154	0	
	\$1,260	\$9,360	\$0	\$34,440	\$15,300	\$86.24	\$0.00	\$61,931
	TOTAL MAN HOURS:		372					
					TOTAL ESTIMATED COSTS:			\$61,931

EXHIBIT C

Sage Geotechnical Budget Breakdown Tumwater Boulevard NB I-5 On/Off Ramp Intersection Tumwater, Washington

	Principal Geotechnical Engineer	Senior Geotechnical Engineer	Senior Project Controller	Totals	Direct Labor	Indirect Costs (Overhead @ 110%)	Profit 31% (DL)	Total Labor Costs
Task 4.0 Geotechnical Analysis								
Task 4.1 Site Reconnaissance, Utility Locates								
Field Exploration Management		10		10	\$480.80	\$528.88	\$149.05	\$1,158.73
Drilling Preparation (locates, traffic control plans, etc.)		10		10	\$480.80	\$528.88	\$149.05	\$1,158.73
Prepare Plans and Subagreements		10	5	15	\$685.15	\$753.67	\$212.40	\$1,651.21
Task 4.2 Geotechnical Field Explorations and Laboratory Testing								
Field Explorations	5	20		25	\$1,202.00	\$1322.20	\$372.62	\$2,896.82
Reporting	5	20		25	\$1,202.00	\$1322.20	\$372.62	\$2,896.82
Project Management, Meetings, Administrative Support		20	10	30	\$1,370.30	\$1507.33	\$424.79	\$3,302.42
Task 4.3 Groundwater Monitoring								
Groundwater Monitoring	5	40		45	\$2,163.60	\$2379.96	\$670.72	\$5,214.28
Task 4.4 Geotechnical Engineering Analysis and Reporting								
Geotechnical Reporting	10	30	5	45	\$2,127.55	\$2340.31	\$659.54	\$5,127.40
Task 4.5 Pavement Analysis and Reporting								
Pavement Analysis and Design	5	20		25	\$1,202.00	\$1322.20	\$372.62	\$2,896.82
Reporting		10		10	\$480.80	\$528.88	\$149.05	\$1,158.73
Total	30	190	20	240	\$11,395.00	\$12,534.50	\$3,532.45	\$27,461.95
Average Rate by Position								
	\$48.08	\$48.08	\$40.87					
Direct Labor Cost	\$1442.40	\$9,135.20	\$817.40	\$11,395.00				
Indirect Costs (Overhead @ 110%)	\$1586.64	\$10,048.72	\$899.14	\$12,534.50				
Profit 31% (DL)	\$447.14	\$2,831.91	\$253.39	\$3,532.45				
Total - Labor Cost	\$3,476.18	\$22,015.83	\$1,969.93	\$27,461.95				
DIRECT COSTS								
Vehicle Use (mileage)				\$250.00				
Misc. Field Supplies				\$200.00				
Laboratory Testing				\$3,800.00				
Dataloggers (3 dataloggers & 1 barologger for 5 months)				\$3,200.00				
Total - Direct Costs				\$7,450.00				
SUBCONTRACTED SERVICES *								
Drilling Subcontractor - 3 borings + 3 wells				\$15,300.00				
Traffic Control (2 days)				\$2,400.00				
Laboratory Testing - 2 CBRs				\$1,680.00				
Private Utility Locating				\$500.00				
Total - Subcontracted Services				\$19,880.00				
Total				\$54,791.95				

* Includes 12 percent markup on subcontracted services.

TO: City Council
 FROM: Troy Niemeyer
 DATE: July 16, 2024
 SUBJECT: Community Human Services Program – Home Repairs

1) Recommended Action:

Authorize the Mayor to sign the contract amendment with Rebuilding Together. The agreement was discussed at the May 28 work session, and Council instructed staff to return to a City Council meeting for final approval.

2) Background:

As a part of the 2024 budget amendment, \$25,000 has been allocated to Low Income Senior Housing Repairs. The funds are intended to be used to provide repairs and safety improvements to low-income seniors who own a home, including manufactured homes, in Tumwater.

Staff does not have capacity to administer the program internally. Therefore, staff recommends contracting with a local non-profit organization. Council provided guidance to staff at the work session on May 28 and selected Rebuilding Together. Council requested that staff bring this to a future City Council meeting for final approval.

3) Policy Support:

Vision Mission Beliefs

- Opportunity – We seize opportunities to improve our community's social, environmental, and economic well-being. We endeavor to realize positive opportunities in adverse situations and periods of change.

Strategic Priorities and Goals

- Build a Community Recognized for Quality, Compassion, and Humanity
 - Provide and Sustain Quality Public Safety Services
-

4) Alternatives:

- ☐ Do not approve the contract amendment.
-

5) Fiscal Notes:

\$25,000.00 has already been included in the 2024 budget for Senior Housing Repairs.

6) Attachments:

- A. Service Provider Agreement – Extension
- B. Exhibit A-1 Scope of Work

**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
REBUILDING TOGETHER THURSTON COUNTY
(Community Human Services Program)
SENIOR HOME REPAIRS**

This First Amendment ("Amendment") is dated effective this _____ day of _____, 2024, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and REBUILDING TOGETHER THURSTON COUNTY, a Washington non-profit corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective May 15, 2024, whereby the SERVICE PROVIDER agreed to provide Low-Income Senior Home Repair services ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to expand the services described in Section 1 of the Agreement , and increase the compensation paid to the SERVICE PROVIDER.

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

1. SCOPE OF SERVICES.

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

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services

First Amendment to Service Provider Agreement - Page 1 of 3
REBUILDING TOGETHER THURSTON COUNTY – COMMUNITY HUMAN SERVICES
PROGRAM

Attachment A

described in Section 1 of this Amendment and Exhibit "A-1" attached, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed TWENTY FIVE THOUSAND DOLLARS and ZERO/100 Dollars (\$25,000.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed TWENTY SIX THOUSAND THREE HUNDRED FIVE and ZERO/100 Dollars (\$26,305.00).

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER

555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

REBUILDING TOGETHER
THURSON COUNTY

1224 Legion Way SE,
Olympia, WA 98501
Phone Number (360)539-7830
Tax ID #77-0613860

Debbie Sullivan
Mayor

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

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

First Amendment to Service Provider Agreement - Page 2 of 3
REBUILDING TOGETHER THURSTON COUNTY – COMMUNITY HUMAN SERVICES
PROGRAM

Attachment A

Karen Kirkpatrick, City Attorney

State of Washington)
) ss
County of _____)

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

Dated:_____

(Signature)
Notary Public in and for the State of Washington
My appointment expires _____

Exhibit “A-1”
Scope of Services

Rebuilding Together Thurston County will provide home repairs and safety equipment for low-income senior citizens. Equipment may include safety equipment such as CO2 detectors, smoke detectors, fire extinguishers, and grab bars. Repairs may include, but are not limited to, repairing kitchen and bathroom plumbing, installing a wheelchair ramp, making modifications to kitchens to improve mobility, and modifying bathtubs or showers. In addition, a de minimis overhead rate, not to exceed 10% of the total contract amount, may be claimed to help pay for administrative overhead costs such as accounting services, phones, computers, office supplies, administrative staff, and volunteer coordinators.