

**CITY OF TUMWATER  
SERVICE PROVIDER AGREEMENT**

**TROSPER SEWER EXTENSION (W4010005)**

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 Gray & Osborne, Inc., a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

The Project shall begin no earlier than May 26, 2026, and shall be completed no later than December 31, 2027. 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 **Five Hundred Seventy-Eight Thousand & Sixty 00/100 Dollars** (\$578,060.00) as reflected in Exhibit B and Billing Rates Sheet attached as Exhibit C.

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, except professional liability, 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 respect 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 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.

F. 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, attached as Exhibit D.

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 the following page\*\*\**



# **EXHIBIT A**

## **SCOPE OF SERVICES**

### **CITY OF TUMWATER TROSPER SEWER EXTENSION PROJECT NUMBER: W4010005**

#### **PROJECT DESCRIPTION**

The City of Tumwater (City) plans to install gravity sewers on Trosper Road (aka 54<sup>th</sup> Avenue SW) starting at Lambskin Street SW and continuing west for approximately 5,000 linear feet (LF). The project intends to include sewer stub outs to each parcel adjacent to the extension, terminating at a cleanout at the edge of the City’s rights-of-way. The planned sanitary sewer mains and stub outs are intended to provide service to currently unsewered areas and to provide opportunities for the conversion of septic systems to City sewer. The planned improvements include approximately 6,900 linear feet (LF) total of PVC sanitary sewer mains, including extensions to the north along Joppa Street SW and a private access termed the “Beehive” property.

Gray & Osborne (Consultant) is expected to start work in May 2026 and continue through April 2027.

The funding source for the design and construction phases of the project is a loan through the Washington State Department of Ecology (Ecology) State Revolving Fund (SRF).

#### **SCOPE OF WORK**

Gray & Osborne proposes to provide the following engineering services for the design and permitting phase of the project.

##### **Task 1 – Project Management**

The Consultant’s project manager shall be responsible for overseeing all work on the project, including:

- A. Provide project management of the design work, including project budget control and scheduling, communication with the City, coordination of design staff assignments, project reporting, and documentation assistance to the City.
- B. Oversee quality assurance/quality control (QA/QC) reviews of engineering products including constructability review, risk management assessment, and identification and pursuit of critical path items.
- C. Manage and oversee the schedule of deliverables.

- D. Manage Subconsultant work.
- E. Provide monthly progress billings.
- F. Provide bi-weekly progress reports, including for each task: status, schedule, progress percentage, billing percentage.
- G. Attend and facilitate project meetings, including in-person kickoff meeting, bi-weekly virtual meetings with City project manager, and consultant team meetings as required. Each meeting shall include meeting minutes prepared by the Consultant's project manager, including a summary of action items, strategies and decisions made.
- H. Project Closeout – The Consultant's Project Manager will package up all information requested by the City for a final closeout deliverable. The files in the deliverable will be associated with the task in which the work was performed.

Assumptions:

- 1. Bi-weekly virtual meetings with the City shall be attended by two Consultant team members and be one hour or less in duration.
- 2. Work will occur over twelve (12) consecutive months from May, 2026 through April, 2027.

Deliverables:

- 1. Bi-weekly progress reports;
- 2. Meeting minutes for kickoff meeting and bi-weekly meetings.

**Task 2 – Data Collection – Topographic Survey and Right-of-Way Mapping**

Consultant shall collect and review available documents related to the project and provide the following services to provide a functional base map for use in design and permitting tasks:

- A. Research and acquire public records of survey, plat maps, assessor maps, title reports, and related survey data as may be available from public agencies (Thurston County and City).
- B. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"-5' vertical. Horizontal datum will be Washington State Plane Coordinate System NAD 83/11. Vertical datum will be NGVD29. Coordinate survey work with City Transportation and Engineering Department. Provide (set or establish) a minimum of two

survey control points for vertical and horizontal control within project area.

- C. Perform topographical survey of project corridor to include profiling (to right-of-way) of adjacent driveways. Acquire topographical data (including paint marks furnished by locates within right-of-way for mapping and design purposes). Acquire topographical data at all street intersection “legs.” Topographical data shall include surface grades, pavement edges, surface utilities (visually obvious during site survey), utility structures, hydrants, valves, fences, mailboxes, walls, ditches and culverts, major trees and significant landscaping, walkways, major grade breaks, and any other pertinent physical features, found in the project area deemed necessary to adequately map the project area for the purpose of designing a project of this nature.
- D. Map survey data and show pertinent topographical features, property lines and right-of-way. The map shall be suitable for use in preparing the project plans. Utilize City horizontal datum (State Plan Coordinate System) and City vertical datum (NGVD 29).
- E. Obtain title report for single property, being the access drive or tract to the “Beehive” property.

Assumptions:

- 1. Right-of-way acquisition is not required.
- 2. One easement is anticipated to be needed within the private access drive to the “Beehive” property. Consultant will prepare the legal description and exhibits for the easement. City will acquire the easement from the property owner.
- 3. City will provide relevant corridor studies, GIS mapping information, agreements, franchises, licenses, and other pertinent information concerning utility providers, businesses, and properties adjacent to the project area.
- 4. The Consultant has retained APS to perform comprehensive utility locating for the project site. APS will be responsible for designating all detectable utilities, including city utilities (water, sewer, storm). Consultant shall also coordinate with the City as needed for the field locating of municipal infrastructure. City-led locates will be requested on a case-by-case basis as required to verify critical connection points, resolve discrepancies in existing record drawings or other unforeseen issues.

Deliverables:

1. A pdf version of topographic strip map. AutoCAD files, if and when requested by City.

### **Task 3 – Geotechnical Investigations and Reporting**

Geotechnical investigations (borings and test pits) will be completed to provide insight into the depth to groundwater and underlying soil conditions. Consultant shall oversee completion of geotechnical investigations for use in project predesign report and project design.

#### **Task 3.1 – Geotechnical by Subconsultant**

Geotechnical investigation for sewer main alignments to be completed by subconsultant (PanGEO, Inc.) and include the following:

- A. Literature Review/Site Reconnaissance;
- B. Field Work Coordination/Planning;
- C. Test Borings, including 8 test borings to about 25 feet deep;
- D. Laboratory Tests (for natural moisture content and grain size distribution);
- E. Meeting, with one meeting is assumed;
- F. Geotechnical Report, including outlining results of subsurface explorations, considerations for excavation support, considerations for groundwater control (dewatering), and trench backfill requirements, including suitability of using on-site soils as trench backfill.

Assumptions:

1. PanGEO to apply for street use permits to drill the test borings. Permit fees will be paid by City.
2. Three days of drilling, assuming restricted work hours of 9 am to 3 pm.
3. PanGEO to provide traffic control during drilling.
4. 12-inch diameter holes will be made in the existing pavement to facilitate the drilling of the test borings. The boreholes will be backfilled in accordance with the Washington State DOE requirements. The boreholes will be patched with at least 12 inches of quick-set Portland cement concrete.

5. Excess soil cuttings will be removed from the site, assuming the site soils are not contaminated. If contaminated soils are encountered, the cuttings will be placed in steel drums and stored at locations directed by the City or testing and disposal. The testing and disposal of potentially contaminated soils, if needed, is not included in this task.

Deliverables:

1. A pdf of the Draft Geotechnical Report;
2. A pdf of the Final Geotechnical Report.

#### **Task 4 – Utility Coordination**

The Consultant will correspond with all private and public utility providers found to have active utilities near the project area. It is expected that PSE Power and Gas, telephone, cable, water, and sewer are within the project area. The Consultant will work with each utility to identify and resolve utility conflicts.

- A. Provide written requests for all utility companies known to provide utility service in the project area to provide layout of their utility.
- B. Review City record drawings.
- C. Review data provided by utility companies and incorporate into design products and future phases of the project as may be applicable.

Assumptions:

1. Utility conflicts will be resolved by relocating existing utilities.

Deliverables:

1. A pdf of correspondence and information obtained from utility companies.

#### **Task 4.1 – Utility Locates by Subconsultant**

Utility locating services for sewer main alignments to be completed by subconsultant (Applied Professional Services, Inc.) and include the following:

- A. Conductible Utility Locating for metallic utilities;
- B. Ground Penetrating Radar (GPR) Utility Locating for non-metallic utilities;
- C. Marking and mapping prior to field survey of project alignments.

Assumptions:

1. Applied Professional Services, Inc. will employ all industry and best practices to designate and mark the known conductible and/or non-conductible utilities within the project boundaries.
2. Applied Professional Services, Inc. and or its employees cannot guarantee that all conductible and/or non-conductible utilities within the project boundaries can or will be found.

Deliverables:

1. A pdf of correspondence and field reports associated with utility locates.

**Task 5 – Predesign Report**

Consultant shall prepare a predesign report with basis of design information, including the following:

- A. Prepare sewer basin analysis for Trospen Tributary (Tributary T), to include information from City 2015 Sewer Plan and available current sewer plan update information. Basin information to include confirmation of projections for Base Sanitary Flow (BSF), Average Daily Flow (ADF) and Peak Hourly Flow (PHF).
- B. Confirm City preferred alternative to provide gravity sewer service along Trospen Road (54<sup>th</sup> Avenue SW) with stubs to abutting properties and intersection roads.
- C. Prepare hydraulic analysis, including size and slopes of gravity sewers for the Project.
- D. Incorporate data and information obtained from other investigations in other tasks including Field Survey, Geotechnical, Cultural Resources, Wetlands/Critical Areas, and Utility Locates. Identify project constraints and conditions associated with respective investigations.
- E. Identify all City sewer standards and design criteria applicable to the Project.
- F. Identify all required permits and approvals to be obtained prior to construction.
- G. Prepare preliminary construction cost estimate.

- H. Provide draft report to City for review.
- I. Provide final report to City, to incorporate QA/QC comments and City comments on draft report.

Assumptions:

- 1. City to provide current basin information related to current sewer comprehensive planning efforts.
- 2. City staff will provide comments on predesign deliverables within two (2) weeks.

Deliverables:

- 1. A pdf of Draft Predesign Report;
- 2. A pdf of Final Predesign Report;

**Task 6 – Permitting and Environmental Services**

Consultant shall complete permitting and environmental services tasks prior to completion of final design, including the following:

- A. Prepare Draft SEPA Checklist and send to the City for review. This draft will incorporate findings of Task 3 – Geotechnical Investigations and Reporting, Task 4 – Utility Coordination, Task 5 – Predesign Report, Task 6.1 – Wetlands, and Task 6.2 Cultural Resources.
- B. Incorporate City comments and prepare the final draft of the SEPA Checklist for City issuance of SEPA Determination.
- C. Prepare Stormwater Pollution Prevention Plan (SWPPP) for inclusion in the bid documents.
- D. Prepare Ecology Construction Stormwater General Permit (CSWGP) coverage documents for disturbance of over one acre. Documents to include Notice of Intent (NOI) and instructions in the bid documents for transfer of permit coverage to the contractor for construction phase.

Assumptions:

- 1. Costs of permit and application fees have not been included. It has been assumed that these fees will be paid directly by the City.

Deliverables:

1. A pdf and word file of Draft SEPA Checklist;
2. A pdf and word file of Final SEPA Checklist;
3. A pdf and word file of the SWPPP;
4. A pdf of Ecology CSWGP documentation.

### **Task 6.1 – Cultural Resources by Subconsultant**

Cultural resources investigation for sewer main alignments to be completed by subconsultant (Cultural Resource Consultants) and include the following:

- A. Completion of Washington Department of Ecology Cultural Resources Review Form, as required for Ecology SRF-funded projects;
- B. Background Research;
- C. Field Identification, including pedestrian survey, subsurface excavations in right-of-way outside pavement, and archaeological monitoring of geotechnical borings;
- D. Documentation of Findings;
- E. Cultural Resources Assessment Report.

Assumptions:

1. Methods will be consistent with State Department of Archaeology and Historical Preservation (DAHP) guidelines.

Deliverables:

1. A pdf of the Draft Cultural Resources Assessment Report;
2. A pdf of the Final Cultural Resources Assessment Report.

### **Task 6.2 – Wetlands by Subconsultant**

Wetlands investigation for sewer main alignments to be completed by subconsultant (EnCo, Inc.) and include the following:

- A. Critical Areas Field Assessment and Report;
- B. Research Resource Maps;
- C. Establish Up to 12 Test Plots;

- D. Set Flags: Flags to be set in area between right-of-way boundary and edge of pavement.

Assumptions:

- 1. Wetland delineations will only be made for apparent wetlands within City right-of-way. Wetland ratings, buffer width determinations and full delineation reports are not included. Such documents may be added, as appropriate based on delineations along the project corridor.

Deliverables:

- 1. A pdf of the Draft Critical Areas Report;
- 2. A pdf of the Final Critical Areas Report.

**Task 7 – Prepare 30% Plans, Specifications and Cost Estimate**

Consultant shall prepare 30% design effort documents of the proposed sanitary sewers, including the following:

- A. Plans to include title sheet, legend, location and vicinity maps, survey control and alignments, temporary erosion and sedimentation control, traffic control, sanitary sewer plan and profile, surface restoration, cross-sections, special notes and special details. Plans to include City Standard Plans and Details and WSDOT Standard Plans, as applicable.
- B. Specifications to include WSDOT special provisions, based on the 2026 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- C. Cost estimate to include bid proposal with quantities and all bid items.
- D. Incorporate QA/QC comments and City comments from Task 5 – Predesign Report.

Assumptions:

- 1. City staff will provide comments on design deliverables within three (3) weeks.
- 2. City will schedule a City Development Review Committee (DRC) meeting with City Staff to review permitting requirements for project. Consultant will attend meeting.

Deliverables:

- 1. A pdf of the Half-Scale Plans.

2. A pdf and word file of the Specifications, including Special Provisions.
3. A pdf and excel file of the Construction Cost.
4. AutoCAD files.

### **Task 8 – Prepare 60% Plans, Specifications and Cost Estimate**

Consultant shall prepare 60% design effort documents of the proposed sanitary sewers, including the following:

- A. Plans to include title sheet, legend, location and vicinity maps, survey control and alignments, temporary erosion and sedimentation control, traffic control, sanitary sewer plan and profile, surface restoration, cross-sections, special notes and special details. Plans to include City Standard Plans and Details and WSDOT Standard Plans, as applicable.
- B. Specifications to include WSDOT special provisions, based on the 2026 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- C. Cost estimate to include bid proposal with quantities and all bid items.
- D. Incorporate QA/QC comments and City comments from Task 7 – Prepare 30% Plans, Specifications and Cost Estimate.

Assumptions:

1. City staff will provide comments on design deliverables within three (3) weeks.

Deliverables:

1. A pdf of the Half-Scale Plans.
2. A pdf and word file of the Specifications, including Special Provisions.
3. A pdf and excel file of the Construction Cost.
4. AutoCAD files.

### **Task 9 – Prepare 90% Plans, Specifications and Cost Estimate**

Consultant shall prepare 90% design effort documents of the proposed sanitary sewers, including the following:

- A. Plans to include title sheet, legend, location and vicinity maps, survey control and alignments, temporary erosion and sedimentation control, traffic control, sanitary sewer plan and profile, surface restoration, cross-sections, special notes and special details. Plans to include City Standard Plans and Details and WSDOT Standard Plans, as applicable.

- B. Specifications to include WSDOT special provisions, based on the 2026 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- C. Cost estimate to include bid proposal with quantities and all bid items.
- D. Incorporate QA/QC comments and City comments from Task 8 – Prepare 60% Plans, Specifications and Cost Estimate.

Assumptions:

- 1. City will compile front end documents from the project specifications. Such documents include the bid proposal, contracts, bonds, and Divisions 1 and 2 special provisions.
- 2. Department of Ecology will provide SRF inserts for forms, requirements and language to be included in project specifications.
- 3. City staff will provide comments on design deliverables within three (3) weeks.

Deliverables:

- 1. A pdf of the Half-Scale Plans.
- 2. A pdf and word file of the Specifications, including Special Provisions.
- 3. A pdf and excel file of the Construction Cost.
- 4. AutoCAD files.

**Task 10 – Prepare Final Plans, Specifications and Cost Estimate**

Consultant shall prepare final design effort documents of the proposed sanitary sewers, including the following:

- A. Plans to include final version stamped and signed by project manager.
- B. Plans to include title sheet, legend, location and vicinity maps, survey control and alignments, temporary erosion and sedimentation control, traffic control, sanitary sewer plan and profile, surface restoration, cross-sections, special notes and special details. Plans to include City Standard Plans and Details and WSDOT Standard Plans, as applicable.
- C. Specifications to include WSDOT special provisions, based on the 2026 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- D. Cost estimate to include bid proposal with quantities and all bid items.

- E. Incorporate QA/QC comments and City comments from Task 9 – Prepare 90% Plans, Specifications and Cost Estimate.

Assumptions:

1. City will compile front end documents from the project specifications. Such documents include the bid proposal, contracts, bonds, and Divisions 1 and 2 special provisions.
2. Department of Ecology will provide SRF inserts for forms, requirements and language to be included in project specifications.

Deliverables:

1. A pdf of the Half-Scale Plans.
2. A pdf and word file of the Specifications, including Special Provisions.
3. A pdf and excel file of the Construction Cost.
4. AutoCAD files.

**Task 11 – Bid and Award Services**

Consultant shall assist City during bid and award phase, including the following:

- A. Respond to contractor inquiries.
- B. Prepare addenda, as necessary.

Assumptions:

1. City will review bids, review supplemental bidder criteria, prepare bid tabulation, and prepare an award recommendation letter.

Deliverables:

1. Documentation of responses to contractor inquiries.
2. A pdf of stamped and signed addendum, if issued.

**Task 12 – Quality Assurance / Quality Control Reviews**

Consultant shall provide QA/QC reviews throughout design phase of the project, including the following:

- A. Oversee five in-house quality assurance / quality control (QA/QC) reviews of engineering products to include design and constructability reviews,

risk management assessment, and identification and review of critical-path items. QA/QC meetings to be held prior to the following deliverables:

1. Draft Predesign Report
  2. 30% design level
  3. 60% design level
  4. 90% design level
  5. Final design.
- B. The meetings will include senior project staff and selected design team members.
- C. Ensure incorporation of relevant recommendations and suggestions into Bid/Construction Documents resulting from QA/QC reviews.

Assumptions:

1. Consultant project manager shall complete final review of all deliverables, prior to transmittal to City.

Deliverables:

2. QA/QC meeting minutes, if requested by City.

### **Task 13 – Management Reserve**

Provide a discretionary allowance for unanticipated labor, expenses, or professional services not specifically identified in Tasks 1 through 12 in this Scope of Services. No work can be performed under this Task without prior written authorization from the City.

Assumptions:

1. Consultant project manager shall complete final review of all deliverables, prior to transmittal to City.

Deliverables:

2. As requested by City.

**EXHIBIT B**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Tumwater - Trosper Sewer Extension*

| Tasks  | Principal/<br>Project<br>Manager<br>Hours | Project<br>Engineer<br>Hours | Engineer-in-<br>Training<br>Hours | Envir.<br>Specialist<br>Hours | AutoCAD<br>Technician<br>Hours | PLS<br>Hours | Field Survey<br>Member<br>Hours | Subcon-<br>sultant with<br>Markup | Task Total |
|--|---|------------------------------|-----------------------------------|-------------------------------|--------------------------------|--------------|---------------------------------|-----------------------------------|------------|
| 1. Project Management                                    | 56  |                              |                                   |                               |                                |              |                                 |                                   | \$ 15,120  |
| 2. Data Collection - Topographic Survey & ROW Mapping    | 4   | 10                           | 16                                |                               | 80                             | 64           | 200                             |                                   | \$ 59,932  |
| 3. Geotechnical Investigations and Reporting             | 6   | 8                            | 12                                | 8                             | 8                              |              |                                 |                                   | \$ 7,484   |
| 3.1 Geotechnical by Subconsultant                        |   |                              |                                   |                               |                                |              |                                 | \$56,309                          | \$ 56,309  |
| 4. Utility Coordination                                  | 4   | 12                           | 24                                |                               | 24                             |              |                                 |                                   | \$ 10,608  |
| 4.1 Utility Locates by Subconsultant                     |   |                              |                                   |                               |                                |              |                                 | \$29,700                          | \$ 29,700  |
| 5. Predesign Report                                      | 24  | 48                           | 100                               |                               | 36                             |              |                                 |                                   | \$ 37,440  |
| 6. Permitting and Environmental Services                 | 8   | 12                           | 18                                | 80                            | 16                             |              |                                 |                                   | \$ 21,676  |
| 6.1 Cultural Resources by Subconsultant                  |   |                              |                                   |                               |                                |              |                                 | \$18,502                          | \$ 18,502  |
| 6.2 Wetlands by Subconsultant                            |   |                              |                                   |                               |                                |              |                                 | \$20,955                          | \$ 20,955  |
| 7. Prepare 30% Plans, Specifications and Cost Estimate   | 16  | 60                           | 140                               |                               | 160                            |              |                                 |                                   | \$ 60,400  |
| 8 Prepare 60% Plans, Specifications and Cost Estimate    | 16  | 60                           | 140                               |                               | 160                            |              |                                 |                                   | \$ 60,400  |
| 9 Prepare 90% Plans, Specifications and Cost Estimate    | 16  | 60                           | 140                               |                               | 160                            |              |                                 |                                   | \$ 60,400  |
| 10 Prepare Final Plans, Specifications and Cost Estimate | 16  | 40                           | 100                               |                               | 80                             |              |                                 |                                   | \$ 39,320  |
| 11 Bid & Award Services                                  | 4   | 6                            | 8                                 |                               | 8                              |              |                                 |                                   | \$ 4,676   |
| 12 Quality Assurant / Quality Control Reviews            | 48  | 24                           | 24                                | 8                             |                                |              |                                 |                                   | \$ 23,088  |
| 13 Management Reserve                                    |   |                              |                                   |                               |                                |              |                                 |                                   | \$ 50,000  |
| Hour Estimate:   | 218                                       | 340                          | 722                               | 96                            | 732                            | 64           | 200                             |                                   |            |
| Estimated Fully Burdened Hourly Rates:                   | \$270                                     | \$210                        | \$162                             | \$150                         | \$130                          | \$215        | \$150                           |                                   |            |
| Labor Cost:  | \$58,860                                  | \$71,400                     | \$116,964                         | \$14,400                      | \$95,160                       | \$13,760     | \$30,000                        |                                   |            |

|   |                   |  |  |  |  |  |            |                   |
|---|-------------------|--|--|--|--|--|------------|-------------------|
| Total Fully Burdened Labor Cost:                    | \$ 400,544        |  |  |  |  |  | \$ 125,466 | \$ 576,010        |
| Direct Non-Salary Cost:                             |                   |  |  |  |  |  |            |                   |
| Mileage & Expenses (Mileage @ current IRS rate)     | \$ 1,200          |  |  |  |  |  |            | \$ 1,200          |
| Title Reports                                       | \$ 850            |  |  |  |  |  |            | \$ 850            |
| Subconsultants:                                     |                   |  |  |  |  |  |            |                   |
| Geotechnical (PanGEO, Inc.)                         | \$ 51,190         |  |  |  |  |  |            |                   |
| Cultural Resources (Cultural Resources Consultants) | \$ 16,820         |  |  |  |  |  |            |                   |
| Wetlands (EnCo, Inc.)                               | \$ 19,050         |  |  |  |  |  |            |                   |
| Utility Locates (APS, Inc.)                         | \$ 27,000         |  |  |  |  |  |            |                   |
| Subconsultant Overhead (10%)                        | \$ 11,406         |  |  |  |  |  |            |                   |
| Management Reserve                                  | \$ 50,000         |  |  |  |  |  |            |                   |
| <b>TOTAL ESTIMATED COST:</b>                        | <b>\$ 578,060</b> |  |  |  |  |  |            | <b>\$ 578,060</b> |

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

**EXHIBIT “C”**

**GRAY & OSBORNE, INC.**

**PROFESSIONAL ENGINEERING SERVICES CONTRACT  
FULLY BURDENED BILLING RATES\*  
THROUGH JUNE 30, 2027\*\***

| <b><u>Employee Classification</u></b>     | <b><u>Fully Burdened Billing Rates</u></b> |    |          |
|---|--|----|----------|
| AutoCAD/GIS Technician/Engineering Intern | \$ 75.00                                   | to | \$198.00 |
| Electrical Engineer                       | \$125.00                                   | to | \$255.00 |
| Structural Engineer                       | \$125.00                                   | to | \$250.00 |
| Environmental Technician/Specialist       | \$105.00                                   | to | \$190.00 |
| Engineer-In-Training                      | \$115.00                                   | to | \$180.00 |
| Civil Engineer                            | \$145.00                                   | to | \$195.00 |
| Project Engineer                          | \$155.00                                   | to | \$220.00 |
| Project Manager                           | \$165.00                                   | to | \$283.00 |
| Principal-in-Charge                       | \$180.00                                   | to | \$283.00 |
| Field Inspector                           | \$125.00                                   | to | \$205.00 |
| Field Survey Member                       | \$85.00                                    | to | \$160.00 |
| Professional Land Surveyor                | \$150.00                                   | to | \$230.00 |
| Secretary/Word Processor***               | N/A  |    |          |

\* Fully Burdened Billing Rates include overhead and profit.

\*\* Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.70 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

\*\*\* Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

**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)