

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

**GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN AND
PERMITTING**

THIS AGREEMENT is made and entered into in duplicate this 24th day of January, 2023, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and Skillings 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 12/15/2022 (date), and shall be completed no later than 12/31/2023 (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 **eighty nine thousand four hundred and nine dollars and zero cents (\$89,409.00)** as reflected in Exhibit "A".

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

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

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective

agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

8. INSURANCE.

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

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

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

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual;

products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

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

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

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

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

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

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards

against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

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

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or
SERVICE PROVIDER AGREEMENT – Golf Course Parking Lot Stormwater Retrofit Design and Permitting -
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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.

23. THIRD-PARTY RIGHTS.

The Agreement is between the signatory Parties and does not create any third-party rights, except the Washington State Department of Ecology is an express third-party beneficiary to the Agreement.

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

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

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

DocuSigned by:

Debbie Sullivan

DEBBIE SULLIVAN
Mayor

SERVICE PROVIDER:

Skillings Inc.
Address: 5016 Lacey Blvd SE
City/State/Zip: Lacey, WA 98503
Tax ID #: 91-1212924
Phone Number: 360-491-3399

Patrick Skillings
Signature (Notarized - see below)

Printed Name: Patrick Skillings

Title: Vice President

ATTEST:

DocuSigned by:

Melody Valiant

Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Karen Kirkpatrick

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 Patrick Skillings (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 Vice President (title) of Skillings Inc. (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 1-19-2023

Gloria B. Walkley
Notary Public in and for the State of Washington,
My appointment expires: 6-21-2023

**EXHIBIT A
SCOPE OF WORK**

Prepared for:

**CITY OF TUMWATER
TUMWATER VALLEY GOLF COURSE PARKING LOT
STORMWATER RETROFIT DESIGN
#21037 – 01
October 24, 2022**

The City of Tumwater has received funding from the Washington State Department of Ecology (Ecology) Stormwater Financial Assistance Program (SFAP) grant to complete the design and construction of one runoff treatment Best Management Practices (BMPs) that will treat runoff from the parking lot at the Tumwater Valley Golf Course. Currently, the runoff receives no treatment prior to discharging to the Deschutes River, a 303(d) listed water body with a declining population of coho salmon. The following scope of work delineates tasks to be performed as part of the agreement between Skillings Inc. (Consultant) and the City of Tumwater (City). The City has requested professional engineering services for the preparation of Ad Ready Plans, Specifications, and Estimate (PS&E) for the single runoff BMPs.

Work is anticipated to include the following:

- Perform topographic survey of the project area
- Conduct geotechnical investigations to support the design of the single runoff treatment BMP.
- Environmental documentation and permitting
- Prepare stormwater drainage report documenting the design of the single treatment BMP
- Prepare 60% - 90% - 100% PS&E packages

Project Assumptions:

- Civil 3D 2022 will be used for design.
- Out-of-scope services beyond these limits may be considered as Extra Work. Consultant will notify the City of out-of-scope services prior to starting the work.
- The level of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets.

Task 10 – Project Management

This task includes Consultant management of staff, invoices and progress reporting, progress meetings, QA/QC, and internal staff team progress meetings.

Assumptions:

- The duration of the work effort is estimated to be four (4) months

Task Descriptions:

1. Prepare project schedule with up to one update.
2. Provide invoice and earned value reports.
3. Provide project update reports.
4. Provide QA/QC of all documents being formally submitted to the Client.
5. Provide in-house coordination.
6. Weekly correspondence with Client via e-mails or phone (estimated at 0.5 hours per week).

Deliverables:

- Project schedule with updates, if required.
- Monthly invoices with project update reports.

Task 20 – Topographic Survey

This task consists of completing surveying and mapping to prepare a base map depicting existing topography and features of the site.

Assumptions:

- There is sufficient existing survey control to efficiently establish the requested work.
- Only utilities painted by Washington utility notification center will be mapped.
- Existing Storm structures with inverts will be located within the project limits including the existing outfalls.
- Topographic mapping will be completed in the single mitigation area defined as the area north of the parking lot. The limits will extend to the top of the bank near the ordinary high-water line.
- Horizontal control will be NAD 83/91 and vertical datum will be NAVD 88.
- Firm will have rights of entry to the site, as needed to complete the survey.

Task Descriptions:

1. Research Public/Private survey for necessary control in the area.
2. Perform field survey to map existing storm structures and topographic map within specified project area listed in assumptions.
3. Prepare topographic map.
4. QA/QC field survey.

Deliverables:

- Civil 3D Topographic map.
- Signed PDF Topographic map.

Task 30 – Geotechnical Investigations

Consultant will contract with Quality Geo Northwest (QG), Subconsultant, to provide geotechnical investigation and design for the project.

Assumptions:

- Quality Geo Northwest (QG) will provide geotechnical investigation as a subconsultant to Skillings.
- 811 utility locate requests take 3 business days to clear and will not identify any privately installed utilities.

Task Description:

1. Provide subconsultant management.
2. QG will obtain a public utility locate ticket from the ITIC Washington 811 One-Call Center in accordance with state law.
3. Pit tests will be completed, advanced by a subcontractor under direction of QG personnel. Actual test location and final exploration depths will be determined during explorations based on conditions encountered.

4. QG will evaluate soil treatment potential based on laboratory derived cation exchange capacity and organic content data.
5. QG will evaluate infiltration potential on site and complete 2-dimensional mounding analysis for the proposed infiltration.

Deliverables:

- Preliminary Geotech report
- Final Geotech Report

Task 40 – 60% Design Plans

This task is to complete 60% design of the proposed stormwater retrofit project. 60% design will utilize BMP T7.30 Bioretention be based on the conceptual design identified during completion of the feasibility study.

Assumptions:

- Client has approved the conceptual design outlined in the feasibility study, with the exception of the CAVFs. Compost Amended Vegetated Filters (CAVF) are not an approved treatment BMP for this project. The Feasibility Study is attached to this scope of work as a reference. In addition, the use of two separate treatment facilities will be re-evaluated to determine if flows can be combined and sent to a single treatment facility.
- Stormwater design requirements will follow the 2022 edition of the City of Tumwater Drainage Design and Erosion Control Manual (2022 DDECM).
- Treatment and flow control modelling, if needed, will use WWHM2012.
- The quantity calculations will be preliminary and will be used to develop the preliminary estimate. The preliminary estimate will be able to be used for budget planning and funding applications.
- Preliminary Engineer's Estimate of Probable Costs to Construct will be prepared using WSDOT Unit Bid Price format.
- Skillings will prepare a roll plot of the preferred design during early design plan development. The roll plot will be submitted at the approximate 30% design stage for City review.
- It is assumed that the City will complete a pavement overlay of the parking lot in the near future. This scope of work does not include completion of a pavement restoration plan. Trench restoration for new conveyance lines will be included on other plan sheets included in this scope of work.

Task Descriptions:

1. Prepare preliminary stormwater design report:
 - a. Verify and confirm project limits, Threshold Discharge Areas (TDAs), and area totals for existing pervious and impervious areas, new and replaced surfaces based on topographic survey.
 - b. Prepare preliminary designs of single BMP for LID, water quality, and flow control.
 - c. Determine design storm for conveyance calculations and sizing.
 - d. Document findings in preliminary stormwater design report.
2. Prepare the following plan sheets:
 - a. Cover sheet, including Vicinity Map, General Notes, and Index
 - b. Summary of Quantities Sheet
 - c. Existing Conditions and Horizontal Control Plan
 - d. Demolition & TESC Plan
 - e. Erosion Control Notes and Details
 - f. Stormwater Improvements Plan and Profiles
 - g. Stormwater Details and Cross-Sections

3. Prepare roll plot of conceptual design for City review and comment, prior to finalizing 60% design plans.
4. Prepare 60% Engineers estimate of probable cost to construct.
5. Submit plans, estimate and stormwater drainage report to City, who will also send it to the Department of Ecology, for review.

Deliverables:

- One (1) electronic set of 60% plans.
- 60% Engineers Estimate of Probable Cost to Construct
- Preliminary Stormwater Design Report

Task 50 – Environmental Documentation and Permitting

The proposed project is located within the Shoreline Management Act (SMA) jurisdiction and will require review under the City's Shoreline Management Program. The ordinary high-water mark (OHWM) of the stream will be identified. Any wetlands associated with the stream will also be identified and evaluated.

Assumptions:

- It is assumed that the proposed project will be exempt from a Shoreline Substantial Development Permit. The Joint Aquatic Resource Permit Application (JARPA) will be used for Shoreline Exemption application.
- The Shoreline Exemption application will require completion of a SEPA Checklist. It is assumed that the City of Tumwater is the SEPA Lead Agency.
- Wetland boundaries will be flagged with flagging tape and or staking and labeled for survey identification.
- The wetland rating will establish the type and category of all identified wetlands.
- It is assumed that proposed stormwater retrofit will not directly impact identified streams or wetland but may impact buffer setbacks. The Critical Area Report will include mitigation planning for buffer restoration to off-set impacts to critical area buffers. Mitigation is assumed to be in the form of buffer planting.

Task Description:

1. Conduct literature review
2. Conduct site visit and delineate wetland, stream boundaries, and identify OHWM
3. Prepare wetland flagging map for survey
4. Prepare wetland rating
5. Prepare preliminary Critical Areas Report
6. Prepare final Critical Areas Report based on regulatory review.
7. Prepare SEPA Checklist
8. Prepare JARPA for Shoreline review.

Deliverables:

- Critical Areas Report
- Wetland Boundary flagging map
- SEPA Checklist
- JARPA (Shorelines only)

Task 60 – 90% PS&E

This task consists of addressing City and Ecology comments on 60% design and advancing PS&E to a 90% level of design.

Assumptions:

- Ecology review of stormwater design report will take up to 45 calendar days.
- City and Ecology have reviewed the 60% plans, estimate and preliminary drainage report and have provided direction to the Consultant.
- City and Ecology will provide one set of consolidated comments for the 60% plans, estimate and preliminary drainage report.
- Special provisions will be prepared utilizing WSDOT specifications format.
- City will complete Final Maintenance Plan.

Task Descriptions:

1. Phone conference with City to discuss 60% comments. Ecology may be invited as necessary.
2. Incorporate 60% comments, prepare comment response matrix.
3. Prepare final stormwater design report:
 - a. Update stormwater drainage report to include changes made for the 90% PS&E.
 - b. Prepare SWPPP.
4. Prepare the following 90% plan sheets:
 - a. Cover sheet, including Vicinity Map, General Notes, and Index
 - b. Summary of Quantities Sheet
 - c. Existing Conditions and Horizontal Control Plan
 - d. Demolition & TESC Plan
 - e. Erosion Control Notes and Details
 - f. Stormwater Improvements Plan and Profiles
 - g. Stormwater Details and Cross-Sections
5. Prepare 90% Special Provisions.
6. Prepare 90% Engineers estimate of probable cost to construct.
7. Submit 90% PS&E and final stormwater design report to City for review.

Deliverables:

- One (1) electronic set of 90% Plans to Client for review.
- 90% Engineer's Estimate of Probable Cost to Construct.
- 90% Special Provisions.
- 60% Design Review Comment Response Matrix.
- Final Stormwater Design Report.

Task 70 – 100% PS&E

This task consists of addressing City and Ecology comments on 90% design and advancing PS&E to a Final level of design.

Assumptions:

- Ecology review of 90% PS&E will take up to 45 calendar days.
- Ecology review of 100% PS&E will take up to 15 calendar days.

- City and Ecology reviewed the 90% PS&E and have provided direction to the Consultant.
- City will provide one set of consolidated comments for the 90% PS&E.
- City will prepare Contract Bid Package consisting of Advertisement, Form of Proposal, and all other front-end documents.

Tasks:

1. Phone conference with City to discuss 90% PS&E and comments. Ecology may be invited as necessary.
2. Incorporate 90% PS&E comments, prepare comment response matrix.
3. Prepare 100% level of plans consisting of the following sheets:
 - a. Cover sheet, including Vicinity Map, General Notes, and Index
 - b. Summary of Quantities Sheet
 - c. Existing Conditions and Horizontal Control Plan
 - d. Demolition & TESC Plan
 - e. Erosion Control Notes and Details
 - f. Stormwater Improvements Plan and Profiles
 - g. Stormwater Details and Cross-Sections
4. Prepare 100% Engineer's Estimate of Probable Costs to Construct.
5. Prepare Contract Bid Package consisting of the following:
 - a. Special Provisions
6. Submit 100% PS&E to Client for review.

Deliverables:

- One (1) electronic set of 100% Plans to Client for review.
- 100% Engineer's Estimate of Probable Cost to Construct.
- 100% Project Technical Specifications.
- 90% Design Review Comment Response Matrix.

END SCOPE OF WORK

Prepared by: Ian Lee, PE 09-22-2022
Reviewed by Patrick E. Skillings, PMP 09-22-2022
Revised by Patrick Skillings 10-24-2022

CONSULTANT COST COMPUTATION – MAN-HOURS

PROJECT NO. 22037-SUPPLEMENT NO. 01 CITY OF TUMWATER TUMWATER VALLEY GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY FIELD TECHNICIAN	1 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
10	PROJECT MANAGEMENT												
1	Prepare project schedule with up to one update.		4										
2	Provide invoice and earned value reports.	2	4										4
3	Provide project update reports.		4										
4	Provide QA/QC of all documents being formally submitted to the Client.	2	4										
5	Provide in-house coordination.		8										
6	Weekly correspondence with Client via emails or phone (estimated at 0.5 hours per week).		8										
20	TOPOGRAPHIC SURVEY												
1	Research Public/Private survey for necessary control in the area.								2	1			
2	Perform field survey to map existing storm structures and topographic map within specified project area listed in assumptions.									5	20	20	
3	Prepare topographic map.									10			
4	QA/QC field survey.								2				
30	GEOTECHNICAL INVESTIGATIONS-QUALITY GEO (QG)												
1	Provide subconsultant management.		2										2

PROJECT NO. 22037-SUPPLEMENT NO. 01 CITY OF TUMWATER TUMWATER VALLEY GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY FIELD TECHNICIAN	1 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
2	QG will obtain a public utility locate ticket from the ITIC Washington 811 One-Call Center in accordance with state law.												
3	Pit tests will be completed, advances by a subcontractor under direction of QG personnel. Actual test location and final exploration depths will be determined during explorations based on conditions encountered.												
4	QG will evaluate soil treatment potential based on laboratory derived cation exchange capacity and organic content data.												
5	QG will evaluate infiltration potential on site and complete 2-dimensional mounding analysis for the proposed infiltration.												
40	60% DESIGN PLANS												
1	Prepare preliminary stormwater design report:												
a	Verify and confirm project limits, Threshold Discharge Areas (TDAs), and area totals for existing pervious and impervious areas, new and replaced surfaces based on topographic survey.			2	4			8					
b	Prepare preliminary designs of BMPs for LID, water quality, and flow control.			2	8								
c	Determine design storm for conveyance calculations and sizing.				4								
d	Document findings in preliminary stormwater design report.			4	12			8					

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TASK #	TASK DESCRIPTION												
2	Prepare the following plan sheets:												
a	Cover sheets, including Vicinity Map, General Notes, and Index.				2			4					
b	Summary of Quantities Sheet.				2			2					
c	Existing Conditions and Horizontal Control Plan.			2	4			8					
d	Demolition & TESC Plan.			2	8			12					
e	Erosion Control Notes and Details.				4			6					
f	Stormwater Improvements Plan and Profiles.			2	16			12					
g	Stormwater Details and Cross-Sections.			2	16			12					
3	Prepare 60% Engineers Estimate of Probable Cost to Construct.			2	8								
4	Submit plans, estimate and stormwater drainage report to City, who will also send it to the Department of Ecology, for review.			1	1			1					
50	ENVIRONMENTAL DOCUMENTATION AND PERMITTING												
1	Conduct literature review.						4						
2	Conduct site visit and delineate wetland, stream boundaries, and identify OHWM.					9	9						
3	Prepare wetland flagging map for survey.						1						
4	Prepare wetland rating.						4						
5	Prepare final Critical Areas Report based on regulatory review.		2			24	4						
6	Prepare SEPA Checklist.		2				24						
7	Prepare JARPA					1	4						

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TASK #	TASK DESCRIPTION												
60	90% PS&E												
1	Phone conference with City to discuss 60% comments. Ecology may be invited as necessary.		2	2									
2	Incorporate 60% comments, prepare comment response matrix.			4	16			16					
3	Prepare final stormwater design report:												
a	Update stormwater drainage report to included changes made for the 90% PS&E.			2	8			4					
b	Prepare SWPPP.			2	8			4					
c	Prepare Final Maintenance Plan.			2	8			4					
4	Prepare the following 90% plan sheets:												
a	Cover sheet, including Vicinity Map, General Notes, and Index.				1			2					
b	Summary of Quantities Sheet.				1			2					
c	Existing Conditions and Horizontal Control Plan.				2			2					
d	Demolition & TESC Plan.				2			2					
e	Erosion Control Notes and Details.				1			2					
f	Stormwater Improvements Plan and Profiles.			2	8			4					
g	Stormwater Details and Cross-Sections.			2	8			4					
5	Prepare 90% Special Provisions.			4	16								
6	Prepare 90% Engineers Estimate of Probable Cost to Construct.			2	8								
7	Submit 90% PS&E and final stormwater design report to City for review.	2		1	1			1					

PROJECT NO. 22037-SUPPLEMENT NO. 01 CITY OF TUMWATER TUMWATER VALLEY GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY FIELD TECHNICIAN	1 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
70	100% PS&E												
1	Phone conference with City to discuss 90% comments. Ecology may be invited as necessary.		2	2									
2	Incorporate 90% PS&E comments, prepare comment matrix.			4	16			16					
3	Prepare 100% level of plans consisting of the following sheets:												
a	Cover sheet, including Vicinity Map, General Notes, and Index.				1			1					
b	Summary of Quantities Sheet.				1			1					
c	Existing Conditions and Horizontal Control Plan.				1			1					
d	Demolition & TESC Plan.				1			1					
e	Erosion Control Notes and Details.				1			1					
f	Stormwater Improvements Plan and Profiles.			2	4			4					
g	Stormwater Details and Cross-Sections.			2	4			4					
4	Prepare 100% Engineer's Estimate of Probable Costs to Construct.			2	8								
5	Prepare Contract Bid Package consisting of the following:	2											
c	Prevailing Wage information.												
6	Submit 100% PS&E to Client for review.			1	1			1					
	HOURS PER DISCIPLINE	8	42	55	217	34	50	150	4	16	20	20	6

CONSULTANT COST COMPUTATION – SUMMARY

NEGOTIATED HOURLY RATE (NHR):					
Classification	Man Hours	X	Rate	=	Cost
PRINCIPAL-IN-CHARGE	8	X	\$274.00	=	\$2,192.00
PROJECT MANAGER	42	X	\$253.00	=	\$10,626.00
PROJECT ENGINEER	55	X	\$227.00	=	\$12,485.00
ENGINEER	217	X	\$127.00	=	\$27,559.00
PROJECT SCIENTIST	34	X	\$103.00	=	\$3,502.00
STAFF SCIENTIST	50	X	\$103.00	=	\$5,150.00
TECHNICIAN	150	X	\$91.00	=	\$13,650.00
SURVEY MANAGER	4	X	\$201.00	=	\$804.00
PROJECT SURVEYOR	16	X	\$136.00	=	\$2,176.00
SURVEY FIELD TECHNICIAN	20	X	\$73.00	=	\$1,460.00
1 MAN SURVEY CREW	20	X	\$91.00	=	\$1,820.00
PROJECT ADMINISTRATOR	6	X	\$154.00	=	\$924.00
Total Hours =		622			Total NHR = \$82,348.00
REIMBURSABLES:					
Mileage	90	X	\$0.625	=	\$56.25
Miscellaneous Expenses	\$100.00	X	10%	=	\$110.00
Total Expenses=					\$166.25
SUBCONSULTANT COST (See Exhibit E):					
QualityGEO NW	\$5,995.00	X	15%	=	\$6,894.25
Total Subconsultants =					\$6,894.25
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):					
Sub Total =					\$89,408.50
MANAGEMENT RESERVE FUND:					
SUB TOTAL = \$89,408.50 X					= MRF = \$0.00
GRAND TOTAL					
GRAND TOTAL =					\$89,409
PREPARED BY: Ian Y. Lee, PE					
DATE: 10/18/2022					
REVIEWED BY: Patrick E. Skillings, PMP					
DATE: 10/18/2022					

CONSULTANT COST COMPUTATION – EXPENSES

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photocopies - Blk & White	Each		\$0.10	\$0.00
6	Photocopies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each		\$0.50	\$0.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month			\$0.00
13	Miscellaneous Survey Costs	Estimated	1	\$100.00	\$100.00
14	Traffic Control	Estimated			\$0.00
Total Miscellaneous Expenses					\$100.00
	Mileage	Per Mile	90	0.625	\$56.25
Total Expenses					\$156.25
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photocopies - Blk & White	Estimated			
7	Photocopies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Ian Lee, PE		October 18, 2022			