

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT
2025 COMPREHENSIVE SEWER PLAN UPDATE**

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 Carollo Engineers Inc., a Delaware 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 Work attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than December 1, 2025, 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 FOUR HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED SIXTEEN AND 00/100 DOLLARS (\$474,416.00) as reflected in Exhibit "A", Scope of Work.

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 SERVICE PROVIDER's Automobile Liability and Commercial General Liability

insurance policies, 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, except for Professional liability 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, except for Professional liability insurance, and the CITY shall be given written notice for all insurance policies 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 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, 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 Work 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.

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

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Carollo Engineers
1200 5th Ave., Suite 900
Seattle, WA 98101
UBI #: 601-888-955
Phone Number: 206-684-6532

Debbie Sullivan
Mayor

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

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:_____

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

Exhibit A

CITY OF TUMWATER GENERAL SEWER PLAN FINAL - SCOPE OF WORK

INTRODUCTION

The following scope of work has been developed to assist the City of Tumwater (City) with an update to its General Sewer Plan (GSP). This scope of work was developed based on the City's Request for Proposals (RFP) and the Consultant's understanding through scoping meetings with the City.

BACKGROUND

The City of Tumwater (City), located in Thurston County in western Washington's south Puget Sound region, is bordered by Olympia to the north and east, and unincorporated Thurston County to the south and west. Its sewer service area spans approximately 4,200 acres with 5,700 sewer accounts, where 96 percent of customers are within city limits and 4 percent are within the urban growth area (UGA).

The City's collection system consists of sewer pipelines, manholes, lift stations (LS), and force mains. Wastewater treatment is jointly managed through LOTT, a regional partnership between the jurisdictions of Lacey, Olympia, Tumwater, and Thurston County. Tumwater discharges to LOTT at two interceptors where flows are ultimately conveyed to LOTT's treatment facilities.

The City's GSP was last updated in 2015 to support public health, groundwater protection, and sustainable growth aligned with state regulations. This GSP update will guide the design, expansion, operation, and maintenance of the sewer system to meet community needs through the next planning horizon.

SCOPE SUMMARY

Tasks

To meet the objectives of this project, the Consultant shall complete the tasks summarized in the list below and discussed in detail in the following sections:

- Task 1: Project Management.
- Task 2: Planning Considerations.
- Task 3: Existing System.
- Task 4: Hydraulic Model Update.
- Task 5: Collection System Analysis.
- Task 6: Operations and Maintenance.
- Task 7: Capital Improvement Program.
- Task 8: Financial Analysis.
- Task 9: Plan Development.

SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT

Consultant shall conduct project management activities and coordinate execution of the project to support the successful delivery of the GSP. This includes project administration, monthly invoicing, client and team coordination and quality management necessary to successfully complete the project to the City's expectations. Additionally, Consultant will develop a Project Management Plan, lead the initial team kick-off meeting, and facilitate project meetings with the City throughout the project.

1.1 Project Document Management

Consultant shall prepare a SharePoint project website for file sharing and management for the duration of the project.

1.2 Project Management Plan

Consultant will prepare a project management plan (PMP) in MS Word and PDF format, which will be signed by the Consultant PM and key City stakeholders. It will be accessible to the project team on the project website and include the following sections:

- Purpose objective: state the project objective, overarching goals, work products, final outcomes, and critical success factors of the project.
- Risks: identify risks and constraints of the project and plan for mitigation as needed.
- Scope: state the scope of the work, with a summary of deliverables and project management and software tools that will be used to manage the Project.
- Schedule: provide information on the project schedule milestones.
- Project Team: describe the people involved in the Project, along with their roles, responsibilities, and contact information. Provide information about the expertise of the team members and what areas they are responsible for.
- Communication procedures: Describe protocol for effective team communication and decision making.
- External communications: Describe the collaboration efforts required with City staff and third-party consultants.
- Document control: Describe how documents will be tracked and stored throughout the life of the Project, including the software system utilized. Provide strategy for public information requests.
- Quality management process: Describe how deliverables will be reviewed and how comments will be tracked. The review process will be collaborative, so all stakeholders can review the deliverable in parallel and see other reviewers' comments.
- External communications: Describe the collaboration efforts required with City staff, third-party consultants, and the public.

- Change control: describe how the Project will identify, track, and manage change. Include information about roles and responsibilities for the City and the Consultant team. Identify procedures for recommending changes to the Project's scope, schedule, or budget.
- Introduce and discuss the Draft project PMP with the City's project team at the Kick-off Workshop. Develop the final project charter after receiving City comments. City staff will collect signatures of various City stakeholders.

1.3 Project Team Coordination

Consultant will coordinate project execution with the project team through monthly check-in meetings via Microsoft Teams and email. This task also includes execution of the project's quality management approach.

1.4 Monthly Progress Report and Invoice

Consultant will submit monthly progress reports and invoices that highlight work progress during the previous month, work planned for the next month, the status of the project budget, the status of the project schedule, and a list of all project scope changes.

1.5 Task 1 Workshop(s)

Consultant will coordinate and facilitate the meetings, prepare agendas, and submit meeting minutes for review and comment to stakeholders. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

1.5.1 Meeting 1: Kick-off

- Purpose: Review scope, schedule, and project objectives with the Consultant team and City stakeholders. Review Draft Project Charter, including preliminary project schedule and initial data request prior to the kick-off meeting and review at the meeting.
- Duration: 1 hour.
- Location: Virtual

Task 1 Deliverables

- Monthly Progress Reports.
- Draft and Final PMP.
- Project Schedule.
- Agenda, meeting materials, and meeting summary documents for Kick-off Meeting.

Task 1 Assumptions

- The City will provide:
 - » City project team contact information.
 - » PMP review comments.
 - » PMP signatures.

- » Project duration is assumed to be 30 months.
- One Draft and one Final PMP will be submitted to the City. Once a Final PMP is submitted to the City, no revisions are anticipated.

TASK 2 PLANNING CONSIDERATIONS

2.1 Policies, Criteria, and Standards Review

2.1.1 Policies and Level of Service Criteria

Consultant will review and document any of the City's existing level of service policies, management policies, operation and maintenance program goals, environmental stewardship policies, financial policies, planning criteria, and design standards. Service policies will be reviewed to identify any gaps and make recommendations for additions or revisions that best fit the needs of the City.

Existing level of service (LOS) goals and criteria will be reviewed. However, no revisions to the LOS goals and criteria are anticipated. It is assumed that the LOS criteria for identifying capacity deficiencies in the collection system is unchanged from the City's 2015 GSP and is as follows:

- Pipe surcharge percentage: the ratio of the maximum modeled hydraulic grade to the pipe diameter (100 percent surcharge indicates the pipe is completely full, which is considered a deficiency).
- Manhole depth-to-flooding: where a flooding manhole is a deficiency and is defined as the maximum modeled water surface elevation rising above the manhole cover or ground elevation.

2.1.2 Design Storm

Consultant will review the 10-year design storm used in the City's 2015 GSP and include it in the wet-weather modeling efforts of Task 4: Collection System Analysis.

2.2 Wastewater Flow Projections

2.2.1 Flow Projections

Flow projections are based on the City's land use and the data obtained from LOTT flow monitoring. The flow projections from the 2015 GSP will be updated as a part of this subtask, as follows:

- Flow Data Review. Compare base sanitary flows estimated from existing land use to dry weather flow calculated through the flow monitoring for each basin. Existing land use and currently served areas will be used to estimate flow factors in gallons per acre per land use category. The flow factors will be customized to match the observed existing average dry weather flow (ADWF) and will be used to develop flow projections. Pump Station runtime data and City pump-down curves will be used to proportion ADWF throughout basins, where available.
- Base Flow Projections. Develop base sanitary flows for two planning periods: existing conditions and buildout scenarios.
 - » Parcels currently on septic systems will be excluded from the development of flow factors associated with each land use type. City can provide inventory and location of existing septic systems.

- » A rate for septic conversions (parcels per year) will be developed to distribute the new sewer connections from existing conditions throughout the GSP planning horizon.
- Infiltration and Inflow Projections. Estimate I/I flow rates for each sewer basin based on current and future land use and area specific I/I factors, including new areas to be added to the system. Developed I/I flow rates will be compared to I/I flow rate estimates per monitored basin.
- Flow Projections. Future flows, including base flows, I/I, and large user flows (if deemed substantial enough to separate from baseline projections), will be projected based on service area growth. Future flows will be assessed for each sewer and pump station basin for the selected planning periods.
- Wastewater Flow Allocation. Allocate flow projections to the wastewater model via loading polygons that connect parcels to manholes.

2.2.2 Flow Projection Parcel-based Tool

The flow projections tool (spreadsheet) will be delivered to City for City use after completion of the GSP.

2.3 Task 2 Workshop(s)

Consultant will coordinate and facilitate the meetings, prepare agendas, and submit meeting minutes for review and comment to stakeholders. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

2.3.1 Meeting 2: Policies and Criteria

- Purpose: Review policies and criteria.
- Duration: 1.5 hours.
- Location: Virtual

2.3.2 Meeting 3: Flow Projections

- Purpose: Review flow projections with City.
- Duration: 1.5 hours.
- Location: Virtual.

2.4 Draft Chapter 2 – Planning Considerations.

Consultant will prepare a draft Chapter 2 – Planning Considerations, including policies and criteria, and flow projections. Consultant will update Chapter 2 to address any City comments as part of Task 2.

Task 2 Deliverables

- Flow Projection Parcel-based Excel Tool.
- Draft Chapter 2 – Policies and Criteria and Record of Comments.
- Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 2.

Task 2 Assumptions

- The City will provide:
 - » All requested and relevant existing documents and data.
- No flow monitoring will be performed.
- City's 2015 GSP LOS criteria, design standards, and design storms will be used for this GSP update.
- All parcels currently on septic systems are converted to sewer accounts at buildout.
- Septic system parcels will be excluded from the development of flow factors associated with each land use type.

TASK 3 EXISTING SYSTEM

The purpose of this task is to summarize the existing sewer system facilities and components including lift stations, and interties.

3.1 Data Request

Consultant will compile a data request that includes the following:

- City's level of service policies, operational policies, financial policies, planning criteria, and design standards.
- GIS data includes City boundary, urban growth boundary (UGB), parcels, land use and zoning, streets, and collection system pipes and facilities.
- Sanitary sewer overflow (SSO) records.
- Hydraulic model files.
- Asset management platform files.

3.2 Existing System Review

3.2.1 Service Area Characteristics

Consultant will confirm the existing and future service area boundaries and describe the characteristics of the service area including climate and topography.

3.2.2 Existing System Tables and Figures

Consultant will review the components of major sewer collectors and pump stations using data from the City's GIS, available pipe database, discussions with staff, and previous studies. Update tables of the existing system components for City verification. Develop figures for the GSP of the existing system infrastructure using the City's latest GIS data.

3.3 Task 3 Workshop(s)

Consultant will coordinate and facilitate workshops, prepare agendas, and submit meeting minutes to the City for review and comment. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

3.3.1 Meeting 4: Review Existing System (combined with Meeting 2 – Policies and Criteria)

- Purpose: Meeting to review existing wastewater collection system.
- Consultant Attendees: Four.
- Duration: 1.5 hours.
- Location: Virtual

3.4 Draft Chapter 3 – Existing System.

Consultant will prepare a draft Chapter 3 – Existing System. Consultant will update Chapter 3 to address any City comments as part of Task 3.

Task 3 Deliverables

- Draft Chapter 3 – Existing System and Record of Comments.
- Agendas, meeting materials and meeting summary documents for Workshops and meetings identified in Task 3.

Task 3 Assumptions

- The City will provide:
 - » All requested and relevant existing documents and data.

TASK 4 HYDRAULIC MODEL UPDATE

The purpose of this task is to support the City in the development of a GIS-based collection system hydraulic model. This task also includes assisting the City in choosing a new software and developing the model in this software.

4.1 Collection System Modeling Software Comparison Matrix

Consultant will compare up to four sewer collection system hydraulic model options and develop a comparison matrix to share and discuss with City staff.

4.2 Hydraulic Model Development

The City's GIS will be used to develop the model infrastructure within the selected software. The model will include the majority of the pipes, manholes and City's lift stations without any gaps in the City's GIS, as such, the new model will be considered an "all pipes" type model. It is anticipated that the model will include gravity pipes as low as 8 inches. The model will not include the laterals, branches, or smaller trunk sewers serving individual parcels within the basins.

4.3 Gap Analysis (Interpolation and Minimum Slope)

An interpolation and Minimum Slope per diameter will be used to populate the manhole structures with undefined bottom elevations. The connecting pipes will join these manholes at the reference bottom elevations.

4.4 Flow Monitoring Review

Consultant does not anticipate needing additional flow monitoring outside of data provided by LOTT, as part of their recurring flow monitoring campaign. A total of 3 or fewer flow meters will be used in this Task. The following data will be reviewed:

- Rainfall Data. Rainfall data from LOTT monitoring program will be reviewed and evaluated to identify any local rainfall variability and trends. The recent data will be used for model calibration.
- Flow Monitor Data Review. LOTT recent flow monitoring data will be reviewed to identify storm events that lead to wet weather flows in the collection system and are suitable for wet weather model calibration. The rainfall for specific events will be compared with the rainfall record to assess the individual storm sizes. Ideally, data will be available for three to five storms over the last several years. The data quality for the events will be evaluated for each meter and reviewed with the City. The Consultant and City will agree on which metered data for the storm events are most appropriate for model calibration.

4.5 Model Flow Allocation

Existing land use maps will be utilized to develop or confirm average dry weather flows (ADWF) for the modeled sewer basins. The flows will be confirmed with the flow monitoring data as well as the available flow data from the lift stations. Existing land use and currently served areas will be used to estimate flow factors per acre per land use category. The flow factor will be customized to match the observed existing ADWF and will be used to develop flow projections. For basins without measured flow data, flow factors will be assigned from a measured basin with similar land use characteristics.

ADWFs will then be allocated within the model at a parcel layer to Consultant-developed subcatchments. Subcatchments will be used for dry and wet weather flow allocation within the model.

4.6 Model Calibration

Calibration will focus on a quantitative approach based on the recommendations for hydraulic model verification contained in the "Code of Practice for the Hydraulic Modeling of Sewer Systems", version 3.001, published by the Wastewater Planning Group, a section of the Chartered Institution of Water and Environmental Management and the Consultant's expertise. These recommended calibration criteria include, but are not limited to, the following:

- The comparison period between observed and modeled events should last until flow has substantially returned to winter dry weather flow.
- Dry Weather Calibration:
 - » The peak hour and volume should be in the range of +/- 10 percent.
- Wet Weather Calibration:
 - » Observed and modeled hydrographs should meet the criteria for at least two out of three storm events.
 - » The peak hour flow should be in the range of +25 percent to -15 percent.
 - » The volume of flow should be in the range of +20 percent to -10 percent.

Existing flow depths and velocities will also be checked and calibrated.

To calibrate the model to dry weather flow conditions, flow monitoring data will provide custom hourly diurnal curves that establish the daily flow patterns for each metering basin. Model parameters will be adjusted, as needed, to best match the flow monitoring data.

To calibrate the model for wet weather conditions, rainfall information will aid in developing the required infiltration & inflow (I/I) estimations that enter the collection system during a storm event using the unit hydrograph RTK approach. It is recommended that the use of a single calibration period incorporating a number of independent rainfall events should be considered whenever possible. Model results will be reviewed and adjusted, as needed, to best match the flow monitoring, rainfall, and SCADA data.

4.7 Task 4 Workshop(s)

Consultant will coordinate and facilitate workshops, prepare agendas, and submit meeting minutes to the City for review and comment. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

4.7.1 Meeting 5: Hydraulic Model Software Comparison

- Purpose: Discuss collection system modeling software comparison matrix and decide on modeling software to use for this project.
- Duration: 1 hour.
- Location: Virtual.

4.7.2 Meeting 6: Hydraulic Model Calibration

- Purpose: Review flow monitoring data and the hydraulic model calibration.
- Duration: 1.5 hours.
- Location: Virtual.

4.8 Draft and Final TM 1 – Hydraulic Model Development and Calibration

Consultant shall prepare a draft TM 1 – Hydraulic Model Development and Calibration summarizing the effort performed under all tasks above. Consultant shall update TM 1 to address any City comments to produce a Final draft as part of Task 4.

Task 4 Deliverables

- Calibrated hydraulic model.
- Draft and Final TM 1 and Record of Comments.
- Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 4.

Task 4 Assumptions

- City can provide all data requested in a timely manner, which includes but is not limited to the following:

- » City GIS geodatabase of sewer infrastructure.
 - » Pump station drawings, pump curves, and operational set points for all pump stations included in the hydraulic model.
 - » Record drawings of gravity and force mains for gaps found in the GIS data. If no record data is available, the City will provide input on addressing the specific data gap per Consultant's recommendation.
- City and Consultant will agree on software to convert to as part of Task 4.1.
 - City and Consultant will identify and agree upon lift stations to include in the model. No more than 5 private lift stations will be included.
 - LOTT can provide data for up to 3 meters (Capitol Lake Pump Station, OL25, and OL27).
 - Model calibration will be performed at up to 6 locations, including LOTT meter OL27, the southern connection to LOTT, and four lift stations.
 - If calibration cannot meet standards, issues assumed to be causing discrepancies will be documented.

TASK 5 COLLECTION SYSTEM ANALYSIS

The purpose of this task is to evaluate the capacity of the existing collection system and build the City's hydraulic model. The consultant will identify system deficiencies and recommend improvements.

5.1 Pipe Capacity Analysis

Consultant will perform a hydraulic capacity analysis for dry weather conditions and wet weather conditions using the 10-year design storm. The analysis will be performed for existing and buildout scenarios and will assist in identifying any system deficiencies and capacity issues. The buildout scenario will be used to size projects and develop recommendations. Subtasks include the following:

- Review related reports and studies for past capacity analyses and recommendations.
- Review current problem areas identified by the Public Works Department.
- Estimate the available capacity of each basin given existing infrastructure.
- Develop a future hydraulic modeling scenario that evaluates the impact of future growth and redevelopment projects on the collection system wastewater flows. Maps will be developed showing current and future deficiencies.
- Review and document resulting capacity deficiencies for existing and buildout conditions.
- Develop recommendations to address identified capacity deficiencies for buildout conditions.

5.2 Lift Station Capacity Evaluation

Consultant will use historical lift station pumping records to evaluate the capacity of the City's lift stations. Pumping records will be compared against the station capacity to determine the available capacity. A statistical analysis of pumping will be used to estimate the increase in flows due to I/I and the recent limited development. Increasing flows will be compared to remaining capacity to determine when lift station improvements will be needed. Furthermore, the capacities of the pump stations will be evaluated for their ability to convey peak flows under firm capacity for existing and buildout conditions. Possible

design solutions will be identified to address potential deficiencies and capital improvement recommendations will be developed.

5.3 I/I Evaluation

Develop I/I Metrics. Utilize data from previous studies and calibrated model results to develop and refine existing I/I metrics. LOTT publishes an annual report that details I/I throughout the service area and includes flow monitoring at the outlet of the City's sewer system into LOTT's. Using this report and data as a reference, peaking factors, peak I/I rates, depth to diameter ratios, and R-values will be developed for the City's wastewater basins. I/I metrics in conjunction with the calibrated model will be used to identify potential areas where I/I reduction may be cost-effective.

Review Potential Causes of I/I. Review basins identified with high I/I for potential causes of I/I, including a history of repairs, and pipe age and material. Review sewer and storm GIS data to identify potential connections. Plot areas of high I/I on a system map to identify geographic features of I/I causes.

I/I Basin Prioritization. Review existing metrics and potential causes to prioritize high I/I basins for further analysis, specifically assessing the value of addressing I/I causes rather than identifying pipelines in the basin for capacity increases. Depending on the results of this analysis, Consultant will develop pilot project(s) addressing I/I sources in high priority basins.

5.4 Task 5 Workshop(s)

Consultant shall coordinate and facilitate workshops, prepare agendas, and submit meeting minutes to the City for review and comment. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

5.4.1 Meeting 7: System Analysis Deficiencies and Recommendations

- Purpose: Review system analysis, hydraulic capacity deficiencies, and possible design solutions.
- Duration: 2 hours.
- Location: In-person at City office.

5.5 Draft Chapter 4 – Collection System Analysis

Consultant shall prepare a draft Chapter 4 – Collection System Analysis. Consultant shall update Chapter 4 to address any City comments as part of Task 5.

Task 5 Deliverables

- Remaining Capacity Tool (Optional).
- Draft Chapter 4 and Record of Comments.
- Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 5.

Task 5 Assumptions

- City can provide all data requested in a timely manner.
- City will approve design standards and design storm.

- Capacity evaluation will be performed for two planning horizons: existing and buildout. The buildout scenario will be used to size recommendations and projects.

TASK 6 OPERATIONS AND MAINTENANCE

6.1 Review O&M

Summarize the City's O&M program, including both preventative and corrective maintenance. This includes the planned and scheduled activities, such as lift station inspection and maintenance, manhole inspection and maintenance, video inspection, root cutting, grease removal, and hydraulic line cleaning. Summarize O&M problem areas based on City provided data, such accumulation of solids or access issues. Maps will be prepared to aid in the review of O&M problem areas. Summarize customer-oriented programs, such as fats, oils, and grease (FOG), and the City's procedure to address suggestions/complaints. This task assumes the City will provide written materials for use in summarizing the existing O&M Program. The task assumes the Consultant will not prepare new summaries or documentation.

6.2 Collection System Condition Assessment

The Consultant will collect information regarding the City's asset management of pipes, manholes, and pump stations in preparation for developing a risk model. Consultant will use existing asset scoring and rating data from the City. This condition data will be reviewed and integrated from the City's asset management software into the Consultant's working version of the City's GIS.

6.2.1 Estimate Remaining Useful Life for Sewer Mains.

Using the CCTV and scoring data from the City and available GIS information (pipe material and age, primarily), Consultant will estimate the remaining useful life (RUL) of each pipe considering the value of replacing versus maintaining the pipe. It is expected that RUL will be based on sewer main age, material, and previously identified deficiencies. The RUL will be used to recommend the extent of the City's system replacement programs. Consultant will assist the City in incorporating RUL into its preferred asset management system, as directed by the City.

6.2.2 Risk Assessment

Consultant will develop a risk assessment to prioritize rehabilitation and repair (R&R) projects in conjunction with City staff. Consequence of failure (CoF) and likelihood of failure (LoF) criteria will be developed in conjunction with City staff to analyze risk in the sewer system. LoF will be developed using the condition assessment from the CCTV efforts as well as results of the RUL task, smoke testing data, and general maintenance and cleaning records. CoF will be determined based on readily available GIS data (i.e., roads, wetlands, proximity to hospitals, upstream service area) and the institutional knowledge of City staff. Weighting factors will be used to combine multiple vulnerabilities. The task will be at a conceptual planning level and does not include survey, site inspections, or other detailed investigations. Consultant will assist the City in incorporating risk assessment results into its preferred asset management system, as directed by the City.

6.2.3 Rehabilitation and Repair Plan

Consultant will create a conceptual plan for implementing the identified R&R improvements in a programmatic manner. The conceptual plan will document the quantity and timing for the recommended projects. A prioritized action workflow will be developed that uses the risk results and other data to determine which action (rehabilitation, replacement, inspection) each pipe receives. The prioritized plan workflow logic will be applied to calculate the long-term funding needs of the R&R Plan. Unit cost factors for each action by pipe diameter in tabular format will be developed in Task 7.1.

6.3 Task 6 Workshop(s)

Consultant will coordinate and facilitate workshops, prepare agendas, and submit meeting minutes to the City for review and comment. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

6.3.1 Meeting 8: O&M

- Purpose: Meeting to outline O&M Practices.
- Duration: 1 hour.
- Location: Virtual over Teams.

6.3.2 Meeting 9: Rehabilitation and Repair Plan

- Purpose: Meeting to present results of the risk assessment and rehabilitation and repair plan.
- Duration: 1 hour.
- Location: In Person.

6.4 Draft Chapter 5 – O&M

Consultant will prepare a draft Chapter 5 – O&M. Consultant shall update Chapter 5 to address any City comments as part of Task 6.

Task 6 Deliverables

- Draft Chapter 5 – O&M and Record of Comments.
- Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 6.

Task 6 Assumptions

- The City will provide:
 - » Organization structure.
 - » Staffing levels and positions.
 - » Summary of ongoing maintenance activities and operational tasks.
 - » Current O&M funding.
 - » Planned or future O&M programs.
 - » Record keeping procedures.
 - » Existing NASSCO-adherent CCTV data and asset scoring.

- » Smoke testing data.
- » All requested and relevant existing documents and data.

TASK 7 CAPITAL IMPROVEMENT PROGRAM

7.1 Cost Estimates

Consultant will develop a Class 5 estimate of unit costs for new pipes and force mains (\$/LF by diameter and depth), new manholes (\$/manhole diameter), new pump station (\$/mgd), and pump station rehabilitation (\$/mgd). The Consultant will utilize bid tabs from recently completed City projects as well as the Consultants cost database.

7.2 Project Prioritization

Consultant will compile a comprehensive list of collection system CIP projects based on recommendations that resulted from the collection system analysis and the risk-based R&R program development. Consultant will develop a preliminary project prioritization strategy. In a workshop setting, Consultant will review the preliminary project prioritization strategy with City staff and establish the final project prioritization strategy. Consultant will assess, group, and prioritize the CIP projects according to the strategy. Once the projects are prioritized, Consultant will develop a preliminary project schedule. The project prioritization and schedule will be reviewed with City staff in a workshop setting.

7.3 Task 7 Workshop(s)

Consultant will coordinate and facilitate workshops, prepare agendas, and submit meeting minutes to the City for review and comment. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

7.3.1 Meeting 10: CIP

- Purpose: Meeting to outline the assumptions and projects included in the City's CIP.
- Duration: 2 hours.
- Location: In Person.

7.4 Draft Chapter 6 – Capital Improvement Plan

Consultant will prepare a draft Chapter 6 – Capital Improvement Plan. Consultant will update Chapter 6 to address any City comments as part of Task 7.

Task 7 Deliverables

- Electronic CIP and corresponding GIS files (Optional).
- Draft Chapter 6 and Record of Comments.
- Agendas, meeting materials and meeting summary documents for Workshops and meetings identified in Task 7.

Task 7 Assumptions

- The City will provide:
 - » All requested and relevant existing documents and data.
 - » Bid tabs of recent projects, if available.

TASK 8 FINANCIAL ANALYSIS

The purpose of this task is to prepare a financial analysis chapter for the Plan.

8.1 Financial Analysis

8.1.1 Collect Data

Consultant will prepare a data request list and submit it to the City prior to the start of the task. As data are received, Consultant will review each data item for completeness and clarity in order to follow up with additional requests or questions if needed. Data items to be reviewed and analyzed include but are not limited to:

- Current budget documents.
- Three prior years of actual revenue and expenses.
- Debt schedules and bond covenants and/or loan agreements.
- Most recent Annual Comprehensive Financial Report.
- 10-Year Capital Improvement Plan.
- Applicable City policies.
- Three prior years of billing data for each customer.
- Relevant previous study reports, memos, models, etc.

8.1.2 Customer Billing and Statistical Data

This task includes a compilation of a three-year history of customer billing statistics in same format as the City's rate structure, by customer class and number of units, based on data availability. Consultant will perform a revenue test to confirm the accuracy of the billing and statistical data by applying the historical rates to the respective billing data to determine if calculated revenues are within a 1% margin of variance when compared to audited and reported base and volumetric rate revenues. Historical data will serve as the basis in the development of statistical projections.

8.1.3 Revenue Requirements

Consultant will develop a detailed financial forecast of revenues and expenses for the 10-year study period. Consultant will test the adequacy of revenues from the current rate structure to meet the City's policy objectives, beginning with three tests:

- Cash Flow Needs Review – do revenues exceed expenses?
- Debt Coverage Test – does the revenue structure provide enough revenues to meet debt coverage for any potential loans or bonds?

- Reserve Funds Review – are operating and capital reserve fund balances projected to meet or exceed policy targets?

Consultant will run scenarios with the CIP developed in Task 7 to assist the City with funding strategies.

8.1.4 Rate Design

Consultant will apply revenue increases identified in the Revenue Requirements task to each component of the existing wastewater rates and develop a five-year rate schedule.

Consultant will evaluate the affordability of the City's existing rates and the proposed rates using the affordability indices developed in the City's Water Rate Study.

8.1.5 Develop Rate Model

Consultant will develop a customized, Excel-based rate model for use by City staff to determine revenue requirements for a 10-year period. The model will include a user-friendly dashboard interface, which will allow the user to easily run various scenarios. Consultant will develop a user manual for the sewer rate model.

8.2 Task 8 Workshop(s)

Consultant will coordinate and facilitate workshops, prepare agendas, and submit meeting minutes to the City for review and comment. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

8.2.1 Meeting 11: Financial Analysis

- Purpose: Meeting to review revenue requirement results and rate options.
- Duration: 2 hours.
- Location: Virtual over Teams.

8.3 Draft Chapter 7 – Financial Analysis

Consultant will prepare a draft Chapter 7 – Financial Analysis. Consultant shall update Chapter 7 to address any City comments as part of Task 8.

Task 8 Deliverables

- Five-year rate schedule.
- Rate model.
- Draft Chapter 7 and Record of Comments.
- Agendas, meeting materials and meeting summary documents for Workshops and meetings identified in Task 8.

Task 8 Assumptions

- The City will provide:
 - » All requested and relevant existing documents and data.

TASK 9 PLAN DEVELOPMENT

This task consists of the final development of the GSP report, as well as communication and coordination related to agency and council review of the draft GSP.

9.1 Draft Chapter 1 – Introduction & Executive Summary

Consultant will prepare a draft Chapter 1 – Introduction and an executive summary, summarizing each element of the GSP.

9.2 City Review Draft GSP

Consultant will develop City review draft and coordinate review by City staff. Under this task, the plan will be prepared incorporating the previous chapters according to the summary table above.

9.3 Agency Review Draft GSP

Consultant will incorporate City comments into an Agency Review Draft plan to be submitted for agency review. The City will submit Agency Review Draft to adjacent sewer providers, King County, and Ecology.

9.4 Final GSP

Consultant will review agency review letters for incorporation into the Final Plan. Delivery of the Final Plan will include one professional engineer (PE)-stamped PDF, and all electronic files.

9.5 Task 9 Workshop(s)

Consultant will coordinate and facilitate workshops, prepare agendas, and submit meeting minutes to the City for review and comment. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting. Consultant will also provide support for up to 2 council meeting presentations.

9.5.1 Meeting 12: City Review Comments

- Purpose: City Review Draft comments.
- Duration: 1 hour.
- Location: Virtual over Teams.

9.5.2 Meeting 13: Agency Review Comments

- Purpose: Agency Review Draft Comments.
- Duration: 1.5 hours.
- Location: Virtual over Teams.

9.5.3 Council Meetings

- Purpose: Present GSP to City Council up to 2 times.
- Duration: 1 hour, each.
- Location: In-Person.

Task 9 Deliverables

- City Draft GSP and Record of Comments.
- Agency Draft GSP and Record of Comments.
- Final GSP.

Task 9 Assumptions

- The City will provide:
 - » All requested and relevant existing documents and data.
- City provides required documents for appendices, including acceptance ordinances.
- City comments on draft chapters will be reviewed and edits to the chapters performed.
- City will pay directly for any DOH review fees.
- Consultant will provide up to three printed copies of the final GSP.

OPTIONAL TASKS (Not included in LOE)

Remaining Capacity Tool

Consultant will prepare a tool for the City of Tumwater that can be used through the City's online GIS platform to read flow model data for each modelled pipe within the system. The tool will be used for rough estimates of a pipe's capability to convey flow from future development not already accounted for in the model, as well as estimated bypass pumping requirements and allowance of construction discharge. The remaining capacity tool will be limited to the extent of the hydraulic model domain.

Electronic CIP Development

Consultant will develop an electronic CIP in Microsoft Excel that details each project within the 20-year planning period. Each project will include project description, basis (relationship to identified capacity deficiency), estimated cost, and recommended year for implementation. The CIP projects that fall within the 10-year horizon will also be assigned a project type indicative of its funding source for financial planning. The project list will be included as an appendix to the GSP report. A corresponding GIS geodatabase and map PDFs will be developed as spatial representations of the Excel-based tool.

PROJECT SCHEDULE

The estimated project duration is 30 months following notice to proceed. This is inclusive of two-week City review periods for each project deliverable outlined in the above scope of work. An updated preliminary project schedule will be provided with the Project Charter.

Deliverables

The deliverables for this project include the following:

Task	Deliverable
Task 1	Monthly Progress Reports.
Task 1	Draft and Final PMP.
Task 1	Project Schedule.
Task 1	Agenda, meeting materials, and meeting summary documents for Kick-off Meeting.
Task 2	Flow Projection Parcel-based Excel Tool.
Task 2	Draft Chapter 2 – Policies and Criteria and Record of Comments.
Task 2	Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 2.
Task 3	Draft Chapter 3 – Existing Collection System Analysis and Record of Comments.
Task 3	Agendas, meeting materials and meeting summary documents for Workshops and meetings identified in Task 3.
Task 4	Calibrated Hydraulic Model.
Task 4	Draft and Final TM 1 and Record of Comments.
Task 4	Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 4.
Task 5	Remaining Capacity Tool (Optional).
Task 5	Draft Chapter 4 and Record of Comments.
Task 5	Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 5.
Task 6	Draft Chapter 5 – O&M and Record of Comments.
Task 6	Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 6.
Task 7	Electronic CIP and corresponding GIS files (Optional).
Task 7	Draft Chapter 6 and Record of Comments.
Task 7	Agendas, meeting materials and meeting summary documents for Workshops and meetings identified in Task 7.
Task 8	Five-year rate schedule.
Task 8	Rate model.
Task 8	Draft Chapter 7 and Record of Comments.
Task 8	Agendas, meeting materials and meeting summary documents for Workshops and meetings identified in Task 7.
Task 9	City Draft GSP and Record of Comments.
Task 9	Agency Draft GSP and Record of Comments.
Task 9	Final GSP.

Meetings

The meetings proposed for this project are listed below and are described in detail in the scope of work section below.

Task	Meeting
Task 1	Meeting 1: Kick-Off
Task 2	Meeting 2: Policies and Criteria
Task 2	Meeting 3: Flow Projections
Task 3	Meeting 4: Review Existing System (combined with Meeting 2 - Policies and Criteria)
Task 4	Meeting 5: Hydraulic Model Software Comparison
Task 4	Meeting 6: Hydraulic Model Calibration
Task 5	Meeting 7: System Analysis Deficiencies and Recommendations
Task 6	Meeting 8: O&M
Task 6	Meeting 9: Rehabilitation and Repair Plan
Task 7	Meeting 10: CIP
Task 8	Meeting 11: Financial Analysis
Task 9	Meeting 12: City Review Comments
Task 9	Meeting 13: Agency Review Comments
Task 9	2 Council Meetings (Optional)

GENERAL PROJECT ASSUMPTIONS

The scope and fee for this planning effort is based on the following assumptions:

- All meetings/workshops will be held virtually via Microsoft Teams unless otherwise stated in specific scope task descriptions. In-person meetings will be held at City offices and will allow for hybrid participation.
- City staff will coordinate with all other City departments.
- Draft deliverables will be provided in electronic copy (.pdf and .docx) and transmitted via the project SharePoint site or secure file transfer.
- One round of review is assumed for each draft deliverable. The City will consolidate comments from multiple reviewers into a single set and resolve any internal conflicting comments prior to providing to the Consultant. City comments and Consultant responses to Draft TMs and chapters will be tracked via "red line" markups incorporated into an electronic version of the memo.
- The City will return comments on draft deliverables to the Consultant within two weeks of receiving a Draft TM or GSP section.
- For all workshops, Consultant will provide a draft Microsoft PowerPoint slide deck to the City one week ahead of the presentation.
- Meeting notes and related materials will be transmitted electronically (.pdf and/or .docx) via the project SharePoint site.

- The City will review and provide comments on the draft meeting minutes within two weeks of receiving the draft meeting minutes.
- Final deliverables will be provided in electronic copy (.pdf and .docx) and transmitted via the project SharePoint site or secure file transfer unless otherwise stated in the specific scope task descriptions. The City will print and produce additional copies of all documents as necessary for its use.
- All opinions of probable construction cost (OPCC) shall be a Class 5 level, as defined by American Association of Cost Engineering.
- In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates.
- The City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by the City or others in performing Consultant's services.
- The services to be performed by Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Task Order shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Task Order or the performance of Consultant's services hereunder.

TASK / DESCRIPTION	Carollo Engineers, Inc.										Total Hours	Total Consultant Labor Cost	OTHER DIRECT COSTS			TOTAL COST
	LK, EW	AN	MM	NL	AW	JI	IB	KL	KC	Varies			Travel and Printing	PECE	Total ODC	
	PIC/QM	PM	Senior Professional	Staff Professional	O&M Lead Professional	Financial QM	Financial Lead Professional	Financial Analyst	GIS Technician	DP						
	\$ 325.00	\$ 270.00	\$ 215.00	\$ 165.00	\$ 235.00	\$ 325.00	\$ 275.00	\$ 235.00	\$ 140.00	\$ 135.00						
TASK 1 – PROJECT MANAGEMENT	20	69	38	4	6	0	6	0	1	38	182	\$ 42,290.00	\$ -	\$ 3,094.00	\$ 3,094.00	\$ 45,384.00
1.1 Project Document Management	1	1	4	1	0	0	0	0	0	0	7	\$ 1,620.00	\$ -	\$ 119.00	\$ 119.00	\$ 1,739.00
1.2 Project Management Plan	3	4	0	2	0	0	0	0	0	8	17	\$ 3,465.00	\$ -	\$ 289.00	\$ 289.00	\$ 3,754.00
1.3 Project Team Coordination	15	30	30	0	4	0	4	0	0	0	83	\$ 21,465.00	\$ -	\$ 1,411.00	\$ 1,411.00	\$ 22,876.00
1.4 Monthly Progress Report and Invoice	0	30	0	0	0	0	0	0	0	30	60	\$ 12,150.00	\$ -	\$ 1,020.00	\$ 1,020.00	\$ 13,170.00
1.5 Task 1 Workshop(s)	1	4	4	1	2	0	2	0	1	0	15	\$ 3,590.00	\$ -	\$ 255.00	\$ 255.00	\$ 3,845.00
1.5.1 Meeting 1: Kick-off (1 hour)	1	4	4	1	2	0	2	0	1	0	15	\$ 3,590.00	\$ -	\$ 255.00	\$ 255.00	\$ 3,845.00
TASK 2 – PLANNING CONSIDERATIONS	18	18	52	96	0	0	0	0	21	12	217	\$ 42,290.00	\$ 300.00	\$ 3,689.00	\$ 3,989.00	\$ 46,279.00
2.1 Policies, Criteria, and Standards Review	4	8	12	32	0	0	0	0	0	0	56	\$ 11,320.00	\$ -	\$ 952.00	\$ 952.00	\$ 12,272.00
2.2 Wastewater Flow Projections	8	4	12	40	0	0	0	0	12	0	76	\$ 14,540.00	\$ -	\$ 1,292.00	\$ 1,292.00	\$ 15,832.00
2.3 Task 2 Workshop(s)	2	4	12	12	0	0	0	0	3	0	33	\$ 6,710.00	\$ 300.00	\$ 561.00	\$ 861.00	\$ 7,571.00
2.3.1 Meeting 2: Policies and Criteria (1.5 hours)	1	2	6	6	0	0	0	0	0	0	15	\$ 3,145.00	\$ -	\$ 255.00	\$ 255.00	\$ 3,400.00
2.3.2 Meeting 3: Flow Projections (1.5 hours)	1	2	6	6	0	0	0	0	3	0	18	\$ 3,565.00	\$ 300.00	\$ 306.00	\$ 606.00	\$ 4,171.00
2.4 Draft Chapter 2: Planning Considerations	4	2	16	12	0	0	0	0	6	12	52	\$ 9,720.00	\$ -	\$ 884.00	\$ 884.00	\$ 10,604.00
TASK 3 – EXISTING SYSTEM	6	9	20	46	2	0	0	0	28	12	123	\$ 22,280.00		\$ 2,091.00	\$ 2,091.00	\$ 24,371.00
3.1 Data Request	0	4	4	8	2	0	0	0	2	0	20	\$ 4,010.00	\$ -	\$ 340.00	\$ 340.00	\$ 4,350.00
3.2 Existing System Review	2	4	8	20	0	0	0	0	16	0	50	\$ 8,990.00	\$ -	\$ 850.00	\$ 850.00	\$ 9,840.00
3.2.1 Service Area Characteristics	1	2	4	8	0	0	0	0	4	0	19	\$ 3,605.00	\$ -	\$ 323.00	\$ 323.00	\$ 3,928.00
3.2.2 Existing System Tables and Figures	1	2	4	12	0	0	0	0	12	0	31	\$ 5,385.00	\$ -	\$ 527.00	\$ 527.00	\$ 5,912.00
3.3 Task 3 Workshop(s)	0	0	2	2	0	0	0	0	2	0	6	\$ 1,040.00	\$ -	\$ 102.00	\$ 102.00	\$ 1,142.00
3.3.1 Meeting 4: Review Existing System (1.5 hours, combined with Meeting 2)	0	0	2	2	0	0	0	0	2	0	6	\$ 1,040.00	\$ -	\$ 102.00	\$ 102.00	\$ 1,142.00
3.4 Draft Chapter 3: Existing System	4	1	6	16	0	0	0	0	8	12	47	\$ 8,240.00	\$ -	\$ 799.00	\$ 799.00	\$ 9,039.00
TASK 4 - HYDRAULIC MODEL UPDATE	32	29	92	190	0	0	0	0	32	12	387	\$ 75,460.00		\$ 6,579.00	\$ 6,579.00	\$ 82,039.00
4.1 Collection System Modeling Software Comparison Matrix	4	4	4	8	0	0	0	0	0	0	20	\$ 4,560.00	\$ -	\$ 340.00	\$ 340.00	\$ 4,900.00
4.2 Model Development	4	4	16	40	0	0	0	0	12	0	76	\$ 14,100.00	\$ -	\$ 1,292.00	\$ 1,292.00	\$ 15,392.00
4.3 Gap Analysis (Interpolation and Minimum Slope)	0	4	6	12	0	0	0	0	2	0	24	\$ 4,630.00	\$ -	\$ 408.00	\$ 408.00	\$ 5,038.00
4.4 Flow Monitoring Review	4	4	4	16	0	0	0	0	2	0	30	\$ 6,160.00	\$ -	\$ 510.00	\$ 510.00	\$ 6,670.00
4.5 Model Flow Allocation	6	4	16	24	0	0	0	0	12	0	62	\$ 12,110.00	\$ -	\$ 1,054.00	\$ 1,054.00	\$ 13,164.00
4.6 Model Calibration	6	4	30	60	0	0	0	0	0	0	100	\$ 19,380.00	\$ -	\$ 1,700.00	\$ 1,700.00	\$ 21,080.00
4.7 Task 4 Workshop(s)	4	4	10	14	0	0	0	0	0	0	32	\$ 6,840.00	\$ -	\$ 544.00	\$ 544.00	\$ 7,384.00
4.7.1 Meeting 5: Hydraulic Model Software Comparison (1 hour)	2	2	4	6	0	0	0	0	0	0	14	\$ 3,040.00	\$ -	\$ 238.00	\$ 238.00	\$ 3,278.00
4.7.2 Meeting 6: Hydraulic Model Calibration (1.5 hours)	2	2	6	8	0	0	0	0	0	0	18	\$ 3,800.00	\$ -	\$ 306.00	\$ 306.00	\$ 4,106.00
4.8 Draft and Final TM 1 - Hydraulic Model Development and Calibration	4	1	6	16	0	0	0	0	4	12	43	\$ 7,680.00	\$ -	\$ 731.00	\$ 731.00	\$ 8,411.00
TASK 5 – COLLECTION SYSTEM ANALYSIS	24	15	50	140	40	0	0	0	22	24	315	\$ 61,420.00	\$ 300.00	\$ 5,355.00	\$ 5,655.00	\$ 67,075.00
5.1 Pipe Capacity Analysis	6	4	16	44	0	0	0	0	0	0	70	\$ 13,730.00	\$ -	\$ 1,190.00	\$ 1,190.00	\$ 14,920.00
5.2 Lift Station Capacity Evaluation	6	4	8	40	0	0	0	0	0	0	58	\$ 11,350.00	\$ -	\$ 986.00	\$ 986.00	\$ 12,336.00
5.3 I/I Evaluation	6	4	8	24	40	0	0	0	8	12	102	\$ 20,850.00	\$ -	\$ 1,734.00	\$ 1,734.00	\$ 22,584.00
5.4 Task 5 Workshop(s)	2	2	6	8	0	0	0	0	6	0	24	\$ 4,640.00	\$ 300.00	\$ 408.00	\$ 708.00	\$ 5,348.00
5.4.1 Meeting 7: System Analysis Deficiencies and Recommendations (2 hours)	2	2	6	8	0	0	0	0	6	0	24	\$ 4,640.00	\$ 300.00	\$ 408.00	\$ 708.00	\$ 5,348.00
5.5 Draft Chapter 4: Collection System Analysis	4	1	12	24	0	0	0	0	8	12	61	\$ 10,850.00	\$ -	\$ 1,037.00	\$ 1,037.00	\$ 11,887.00
TASK 6 – OPERATIONS AND MAINTENANCE	16	13	9	12	114	0	0	0	30	12	206	\$ 45,235.00	\$ 300.00	\$ 3,502.00	\$ 3,802.00	\$ 49,037.00
6.1 Review O&M	2	4	3	0	24	0	0	0	0	0	33	\$ 8,015.00	\$ -	\$ 561.00	\$ 561.00	\$ 8,576.00
6.2 Collection System Condition Assessment	8	4	3	0	54	0	0	0	12	0	81	\$ 18,695.00	\$ -	\$ 1,377.00	\$ 1,377.00	\$ 20,072.00
6.3 Task 6 Workshop(s)	2	4	3	12	12	0	0	0	8	0	41	\$ 8,295.00	\$ 300.00	\$ 697.00	\$ 997.00	\$ 9,292.00
6.3.1 Meeting 8: O&M (1 hour)	1	2	1	4	6	0	0	0	2	0	16	\$ 3,430.00	\$ -	\$ 272.00	\$ 272.00	\$ 3,702.00
6.3.2 Meeting 9: Rehabilitation and Repair Plan (1 hour)	1	2	2	8	6	0	0	0	6	0	25	\$ 4,865.00	\$ 300.00	\$ 425.00	\$ 725.00	\$ 5,590.00
6.4 Draft Chapter 5: O&M	4	1	0	0	24	0	0	0	10	12	51	\$ 10,230.00	\$ -	\$ 867.00	\$ 867.00	\$ 11,097.00
TASK 7 – CAPITAL IMPROVEMENT PLAN	17	11	34	80	0	0	0	0	19	12	173	\$ 33,285.00	\$ 300.00	\$ 2,941.00	\$ 3,241.00	\$ 36,526.00
7.1 Cost Estimates	6	4	12	32	0	0	0	0	0	0	54	\$ 10,890.00	\$ -	\$ 918.00	\$ 918.00	\$ 11,808.00
7.2 Project Prioritization	4	4	8	16	0	0	0	0	5	0	37	\$ 7,440.00	\$ -	\$ 629.00	\$ 629.00	\$ 8,069.00
7.3 Task 7 Workshop(s)	3	2	6	8	0	0	0	0	6	0	25	\$ 4,965.00	\$ 300.00	\$ 425.00	\$ 725.00	\$ 5,690.00

TASK / DESCRIPTION	Carollo Engineers, Inc.										Total Hours	Total Consultant Labor Cost	OTHER DIRECT COSTS			TOTAL COST
	LK, EW	AN	MM	NL	AW	JI	IB	KL	KC	Varies			Travel and Printing	PECE	Total ODC	
	PIC/QM	PM	Senior Professional	Staff Professional	O&M Lead Professional	Financial QM	Financial Lead Professional	Financial Analyst	GIS Technician	DP						
	\$ 325.00	\$ 270.00	\$ 215.00	\$ 165.00	\$ 235.00	\$ 325.00	\$ 275.00	\$ 235.00	\$ 140.00	\$ 135.00						
7.3.1 Meeting 10: CIP (2 hours)	3	2	6	8	0	0	0	0	6	0	25	\$ 4,965.00	\$ 300.00	\$ 425.00	\$ 725.00	\$ 5,690.00
7.4 Draft Chapter 6: Capital Improvement Plan	4	1	8	24	0	0	0	0	8	12	57	\$ 9,990.00	\$ -	\$ 969.00	\$ 969.00	\$ 10,959.00
TASK 8 – FINANCIAL ANALYSIS	4	13	0	0	0	11	56	99	0	12	195	\$ 48,670.00	\$ -	\$ 3,315.00	\$ 3,315.00	\$ 51,985.00
8.1 Financial Analysis	0	10	0	0	0	6	40	72	0	0	128	\$32,570.00	\$ -	\$2,176.00	\$2,176.00	\$34,746.00
8.1.1 Collect Data	0	2	0	0	0	0	4	6	0	0	12	\$3,050.00	\$ -	\$204.00	\$204.00	\$3,254.00
8.1.2 Customer Billing and Statistical Data	0	2	0	0	0	0	4	6	0	0	12	\$3,050.00	\$ -	\$204.00	\$204.00	\$3,254.00
8.1.3 Revenue Requirements	0	2	0	0	0	2	24	50	0	0	78	\$19,540.00	\$ -	\$1,326.00	\$1,326.00	\$20,866.00
8.1.4 Rate Design	0	2	0	0	0	2	4	6	0	0	14	\$3,700.00	\$ -	\$238.00	\$238.00	\$3,938.00
8.1.5 Develop Rate Model	0	2	0	0	0	2	4	4	0	0	12	\$3,230.00	\$ -	\$204.00	\$204.00	\$3,434.00
8.2 Task 8 Workshop(s)	0	2	0	0	0	1	4	3	0	0	10	\$2,670.00	\$ -	\$170.00	\$170.00	\$2,840.00
8.2.1 Meeting 11: Financial Analysis (2 hours)	0	2	0	0	0	1	4	3	0	0	10	\$2,670.00	\$ -	\$170.00	\$170.00	\$2,840.00
8.3 Draft Chapter 7 - Financial Analysis	4	1	0	0	0	4	12	24	0	12	57	\$13,430.00	\$ -	\$969.00	\$969.00	\$14,399.00
TASK 9 – PLAN DEVELOPMENT	28	38	52	92	0	0	0	0	22	88	320	\$ 60,680.00	\$ 5,600.00	\$ 5,440.00	\$ 11,040.00	\$ 71,720.00
9.1 Chapter 1: Introduction & Executive Summary	4	4	4	4	0	0	0	0	2	8	26	\$ 5,260.00	\$ -	\$ 442.00	\$ 442.00	\$ 5,702.00
9.2 City Review Draft GSP	6	6	12	32	0	0	0	0	8	32	96	\$ 16,870.00	\$ -	\$ 1,632.00	\$ 1,632.00	\$ 18,502.00
9.3 Agency Review Draft GSP	6	6	12	24	0	0	0	0	6	24	78	\$ 14,190.00	\$ -	\$ 1,326.00	\$ 1,326.00	\$ 15,516.00
9.4 Final GSP	6	6	8	16	0	0	0	0	6	24	66	\$ 12,010.00	\$ 5,000.00	\$ 1,122.00	\$ 6,122.00	\$ 18,132.00
9.5 Task 9 Workshop(s)	6	16	16	16	0	0	0	0	0	0	54	\$ 12,350.00	\$ 600.00	\$ 918.00	\$ 1,518.00	\$ 13,868.00
9.5.1 Meeting 12: City Review Comments (1 hour)	2	2	4	8	0	0	0	0	0	0	16	\$ 3,370.00	\$ -	\$ 272.00	\$ 272.00	\$ 3,642.00
9.5.2 Meeting 13: Agency Review Comments (1 hour)	2	2	4	8	0	0	0	0	0	0	16	\$ 3,370.00	\$ -	\$ 272.00	\$ 272.00	\$ 3,642.00
9.5.3 2 Council Meetings	2	12	8	0	0	0	0	0	0	0	22	\$ 5,610.00	\$ 600.00	\$ 374.00	\$ 974.00	\$ 6,584.00
Subtotal	165.0	215.0	347.0	660.0	162.0	11.0	62.0	99.0	175.0	222.0	2,118	\$ 431,610.00	\$ 6,800.00	\$ 36,006.00	\$ 42,806.00	\$ 474,416.00

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)