

AGREEMENT TO PERFORM GOVERNMENTAL ACTIVITIES

**Between
THURSTON COUNTY
And
CITY OF LACEY**

THIS AGREEMENT is entered into in duplicate originals between Thurston County, hereinafter "County," and the City of Lacey, hereinafter "City."

WHEREAS, the County is planning a road project entitled Mullen Rd – Lacey City Limits to Carpenter Rd (CRP# 61487), hereinafter "County Road Project;" and

WHEREAS, the County Road Project will include improvements to the intersection of Mullen Road and Carpenter Road, hereinafter "City Road Work;" and

WHEREAS, the City will be contributing funds to the County's improvements to the intersection of Mullen Road and Carpenter Road; and

WHEREAS, within the limits of the County Road Project, the City desires the County to include certain utility work, including water and sewer main installation and other associated appurtenances, hereinafter "Utility Work"; and

WHEREAS, the Utility Work and City Road Work, hereinafter collectively referred to as the "Work," shall include all materials, equipment, labor administration and any other efforts required to perform the construction of the Utility Work and City Road Work; and

WHEREAS, the City is solely responsible for all costs associated with the Utility Work; and

WHEREAS, the County and the City have negotiated the Scope of Work and Cost Estimate for the Utility Work and City Road Work to be included in the County Road Project as set forth in this Agreement; and

WHEREAS, it is to the mutual advantage of the County and the City to cooperate in the County Road Project, as described herein, in order to make the most efficient use of their powers to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental activity that each public agency is authorized by law to perform; and

WHEREAS, it is deemed to be in the best public interest for the County to include the items of Utility Work and City Road Work in the County's Road Project;

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED BY THE COUNTY AND THE CITY AS FOLLOWS:

1. PLANS AND SPECIFICATIONS

- 1.1. The County, through its selected contractor, agrees to perform the Utility Work and City Road Work, in accordance with the Scope of Work set out in **Exhibit A**, Cost Estimate set out in **Exhibit B**, and Plans and Specifications set out in **Exhibit C**, all of which are attached hereto and by this reference incorporated into this Agreement.
- 1.2. The Plans and Specifications for the Utility Work have been prepared by the County and reviewed and approved by the City and stamped by the City Engineer. The Plans and Specifications for the City Road Work have been prepared by the County and reviewed and approved by the City. The County will incorporate these Plans and Specifications in the County Road Project.

2. CONSTRUCTION, INSPECTION, AND WORK ACCEPTANCE

- 2.1. The County shall require its contractor to construct the Utility Work in accordance with the City approved and City Engineer stamped Work Plans and Specifications.
- 2.2. The County shall require its contractor to construct the City Road Work in accordance with the City approved Work Plans and Specifications.
- 2.3. The City shall furnish an inspector for the Utility Work and City Road Work. The inspector shall be available during the entire construction phase of the Utility Work and City Road Work. Any costs for such inspections shall be borne solely by the City. The City agrees to follow the inspection process as provided in **Exhibit A**.
- 2.4. The County shall promptly notify the City in writing when the Utility Work and City Road Work is started and completed.
- 2.5. The City shall, within ninety (90) calendar days of being notified that the Utility Work and City Road Work is completed: (a) deliver a letter of acceptance to the County which shall include a release and waiver of all future claims or demands, of any nature, resulting from the County's performance of the Work under this Agreement, or (b) deliver to the County written notification, listing all reasons for withholding acceptance.
- 2.6. If the City does not respond within ninety (90) calendar days, the Utility Work and City Road Work will be deemed accepted by the City, and the County shall be released from all future claims and demands resulting from its performance of the Utility Work and City Road Work under this Agreement.
- 2.7. The City and the County will respond in writing within ten (10) business days to each other's written inquiries and requests, unless otherwise specified in Exhibit A.

3. COST LIABILITY AND PAYMENT

- 3.1. The City agrees that it will contribute \$480,000 towards the City Road Work improvements to the intersection of Mullen Rd. and Carpenter Rd. The City will pay the County as outlined in **Exhibit A**. The County and the City agree to comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the tasks to be performed under this Agreement.

Mullen Rd – Lacey City Limits to Carpenter Rd SE, CRP# 61487

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- 3.2. The City agrees that it shall be responsible for the actual direct and related indirect costs, including contract administration and overhead costs, associated with the Utility Work. The Cost Estimate for the Utility Work is \$3,117,837, as provided in **Exhibit B**.
- 3.3. The City agrees that the Cost Estimate is an estimate only and summarizes the anticipated costs for both the County and the contractor and may not be sufficient to complete the Utility Work.
- 3.4. The City agrees that it is responsible for the bid price for the Utility Work, including, but not limited to, any increased costs resulting from differing site conditions, delays, inaccurate utility location information, and other circumstances beyond the control of either the County or the contractor. If the Contractor has a right to additional compensation under the contract as it relates to the Utility Work, the City is responsible for payment of the additional compensation.
- 3.5. The City shall be responsible for any damages incurred or costs incurred by the County resulting from Project delay claims by the Contractor due to issues pertaining to the Work.
- 3.6. The City, in consideration of the faithful performance of the Work to be done, agrees to pay the County the bid price for the Utility Work, including any change orders and any increased costs as provided in section 3.3. The County shall invoice the City on a monthly basis and provide supporting documentation therefore, and the City agrees to make payment to the County within thirty (30) days of receipt of an invoice. The Parties agree that any payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.
- 3.7. Should the City fail to make payment according to the terms of this Agreement, the County shall have right to terminate this Agreement, charging the City for all associated costs of termination, including non-cancellable items, as well as associated Project delay and contractor claims.

4. FRANCHISE

- 4.1. The City shall apply for and work in good faith to execute a franchise, in accordance with chapter 36.55 RCW, to use County right-of-way for City water and sewer facilities.

5. RIGHT OF ENTRY; OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR

- 5.1. The City hereby grants to the County and its Contractor a right of entry upon all land in which the City has an interest for the purposes of performing the Work.
- 5.2. The City hereby grants to the County and its Contractor the right to perform improvements to the intersection of Mullen Road and Carpenter Road within the City right-of-way, as set forth in **Exhibit A** and **Exhibit C**.
- 5.3. Upon physical completion of the County Road Project, all ownership, operation, maintenance, and repair of the City's facilities (water and sewer improvements) shall be the sole responsibility of the City at the sole cost of the City and without expense to the County.

- 5.4. The County shall ensure the City has access to the Work during construction.

- 5.5. Upon County Road Project completion, all operation, maintenance, and repair responsibilities for the roadway, landscaping, and facilities at the intersection of Mullen Road and Carpenter Road will be Mullen Rd – Lacey City Limits to Carpenter Rd SE, CRP# 61487

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allocated as designated in Exhibit D, which is attached hereto and by this reference incorporated into this Agreement.

6. RELATIONSHIP OF THE PARTIES

- 6.1. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This agreement is for the benefit of the Parties, and no third party beneficiary relationship is intended unless specifically set forth herein. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

7. DURATION

- 7.1. This Agreement shall commence upon its date of execution and shall continue until the County Road Project is completed and the Work is completed and accepted, unless terminated sooner by the City or the County.

8. INDEMNIFICATION AND HOLD HARMLESS

- 8.1. The City and the County shall indemnify and hold harmless one another and their officers, officials, and employees from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the City and (b) the County, their officers, officials, and/or employees, or involves those actions covered by RCW 4.24.115, this indemnity and hold harmless provision shall be valid and enforceable only to the extent of the negligence of the City or the County; and provided further, that nothing herein shall require the City or the County to hold harmless or defend the other or its officers, officials, and/or employees from any claims arising from that Party's sole negligence or that of its officers, officials, and/or employees. The terms of this section shall survive the termination of this Agreement and completion of the Work. This indemnification and hold harmless provision only applies to third party claims.

9. GENERAL PROVISIONS

- 9.1. Dispute Resolution: Should disputes arise between the County and the City, the County Engineer and the City Engineer shall meet to resolve said disputes. This dispute resolution clause is not intended to waive any right either Party may have to pursue redress in the courts.
- 9.2. Governance: This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington. The provisions of this Agreement shall be construed to conform to those laws, and shall be governed by those laws as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington. Each Party shall be responsible for its own attorneys' fees and costs.

- 9.3. Termination: This Agreement may be terminated upon sixty (60) days written notice given by either the City or the County. If this Agreement is so terminated prior to the fulfillment of the terms stated herein, the County shall be reimbursed for all actual direct and related indirect expenses and costs, including construction engineering, contract administration and overhead costs incurred up to the date of termination, as well as the cost of non-cancellable obligations and/or contractor claims relating to the termination of the Work incurred by the County or its contractor.
- 9.4. Records and Audit: During the progress of the Work and for a period of not less than seven (7) years from the date of final payment, both Parties shall maintain the records and accounts pertaining to the Work and shall make them available for inspection and audit by the other Party and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the seven-year retention period.
- 9.5. Amendment: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.
- 9.6. Waiver: A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.
- 9.7. Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 9.8. Entire Agreement: This Agreement, together with those documents incorporated herein by reference, sets forth all terms and conditions agreed upon by the City and the County and supersede any prior agreements oral or otherwise with respect to the subject matter addressed herein.
- 9.9. Recording: Prior to its entry into force, this Agreement shall be filed in accordance with RCW 39.34.040.
- 9.10. Notice: Any notice required under this Agreement shall be to the Party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service:

CITY OF LACEY
Attention: City Engineer
420 College St SE
Lacey, WA 98503

THURSTON COUNTY
Attention: County Engineer
9605 Tilley Rd Suite C
Olympia, WA. 98512

- 9.11. Preamble: The preamble to this Agreement is not a mere recital of facts, but consists of binding and agreed upon statements that form the basis of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date of the last authorizing signature below.

Board of County Commissioners
Thurston County, Washington

City of Lacey


Chair


City Manager


Vice-Chair


Date: 7/17/2019



Commissioner

Date: August 13, 2019

ATTEST:

ATTEST:


Clerk of the Board


Clerk of City of Lacey

Approved as to Form:

Approved as to form:

JON TUNHEIM
PROSECUTING ATTORNEY

By: 
Deputy Prosecuting Attorney

By: 
City Attorney

EXHIBIT A – SCOPE OF WORK

Task 1 – CITY UTILITY WORK

The Utility Work shall consist of the water and sewer work shown and detailed in the project plans and specifications. Work includes installation of new water and sewer mains, laterals and services as well as abandonment of portions of existing mains, laterals and services.

Task 2 – CITY ROAD WORK

The City Road Work shall be that work performed within the City limits for the improvements to the intersection of Mullen Rd SE and Carpenter Rd SE. This work shall include, but not be limited to, curb, gutter, and sidewalks, planter strips, landscaping, irrigation, drainage, lighting, roundabout installation, road reconstruction, and other associated work as set forth in the County Road Project #61487 Plans and Specifications.

City Responsibilities under Task 1 and Task 2

1. Any direction the City wishes to give the Contractor shall be relayed only to the County Project manager or County inspector. The County will consult with the City to determine the appropriate action to be taken with the Contractor.
2. The City will have an inspector available at all times during the construction of the Utility Work and City Road Work, and the County will consult with the inspector on said Work. The City inspector will be provided an opportunity to review the County Inspector's Individual Daily Report form on a daily basis. The City's Inspector will be given the opportunity to provide additional written comments. The City will provide the County with the opportunity to examine and provide additional written comments on City's inspection documentation. The City will apprise the County inspector of any issue involving the Utility Work or City Road Work upon the City becoming aware of the issue.
3. The City Inspector will work with the County inspector to develop weekly quantity calculations for Utility Work and City Road Work that will be used to calculate the monthly pay estimate to generate the monthly payment to the contractor.
4. The City agrees that it shall be responsible for all costs associated with Utility Work:
 - A. Trench restoration for water and sewer construction including, but not limited to, pipe bedding, trench backfill, excavation, and necessary road reconstruction up to and including the asphalt leveling course of the road, and all other work necessary for a complete installation, including traffic control.
 - B. Permanent hot mix asphalt trench patch and/or temporary asphalt and its maintenance for temporary roads or temporary trench patches to keep traffic flowing through the work zone due to the Utility Work and relocations of new and/or existing water and sewer utilities for the final road improvements.
 - C. All costs for materials and compaction testing and acceptance attributable to the installation of the Utility Work together with all trench compaction and materials testing.

5. The City shall work with the County on the Utility Work and City Road Work to establish dates of "substantial completion," "physical completion," and "completion date" as defined in the County Road Project contract documents.

6. The City shall prepare punch list items for all walk throughs in a timely manner.

7. The City shall provide a direct contact for responding to citizens' questions and requests for information that is related to the Utility Work and City Road Work.

County Responsibilities under Task 1 and Task 2

1. The County will seek instruction from the City inspector on any questions the contractor or County may have on the Utility Work or City Road Work. The County will apprise the City inspector of any issue involving the Utility Work or City Road Work upon the County becoming aware of the issue.

2. The County will prepare a single bid packet for the County Road Project that includes the Utility Work and City Road Work and will be responsible for bidding and award of the County Road Project.

3. The County will submit the County Road Project Plans, Specifications, and the cost Estimate to the City for review and approval prior to finalizing the bid documents

4. The County will enter into a contract with a contractor for construction of the County Road Project that includes the Utility Work and City Road Work, and will administer the contract with the contractor.

5. The County will invite the City to all construction meetings and to all substantial completion and final completion walk throughs. The County will incorporate City punch list comments in an overall County Road Project punch list, as appropriate for each schedule of the County Road Project.

6. The County Inspector will give copies of the Individual Daily Reports and weekly quantity calculations for the Utility Work and City Road Work to the City Inspector.

7. The County will include in the bid documents an item for a one-year warranty covering materials and workmanship for Utility Work and City Road Work.

8. The County will include in the bid documents that the contractor will be responsible for obtaining all applicable permits.

9. The County shall keep construction red line drawings for Utility Work and City Road Work and provide them to the County for record drawing creation. All costs associated with work provided by the County for creation of record drawings shall be paid by the City.

General Provisions Applicable to Both County and City under Task 1 and Task 2

1. Change Orders

The County will advise the City of any proposed change order to Utility Work and City Road Work as soon as possible and will provide the City with an opportunity to review and approve

the change order as provided below. The City and County recognize two types of change orders: (A) Required and (B) Elective.

(A) *Required* change orders involve such changes in the work, work methods, working days, or quantities necessary to satisfactorily complete the scope of the advertised Project. All other change orders shall be considered elective. The County reserves the right to direct the contractor prior to City approval of a required change order when, in the opinion of the County, direction is needed to address an emergency, there is a safety issue, or when the failure to make an immediate decision will result in undue added contract costs. Required change orders shall require the prior written approval of the City before execution unless one or more of the conditions listed above apply. In such cases written concurrence from the City may be obtained after execution.

(B) *Elective* change orders are anything other than required change orders that impact City costs and/or Utility Work or City Road Work. Elective change orders shall require the prior written approval of the City before execution.

2. Progress Reports, Pay Estimates, and Invoicing

A. Monthly Progress Updates. The County will provide the City with three week look-a-head updates to the construction schedule.

B. Monthly Pay Estimates/Review. The County will prepare a monthly Pay Estimate and will provide a copy to the City inspector for review. For Utility Work, the Pay Estimate will be broken into separate schedules for sewer and for water, with unit bid items. For City Road Work, the Pay Estimate will be broken into separate schedules for the unit bid items for the City Road Work and County road work. The Pay Estimate will show the estimated material quantities and the actual material quantities. The City will have five (5) business days to review the Pay Estimate before the County processes it. If the City and/or Contractor have issues with the City's portion of the Pay Estimate, the County will facilitate a discussion. Any dispute shall be resolved according to the Dispute Resolution provision.

C. Monthly Invoicing. The County shall invoice the City on a monthly basis and provide supporting documentation. Supporting documentation shall include a breakdown of City costs, County costs to be reimbursed by the City, and costs reimbursable through TIB. The City agrees to make payment to the County within thirty (30) days of receipt of an approved invoice.

EXHIBIT B: COST ESTIMATE

Thurston County Public Works
ENGINEER'S ESTIMATE

PROJECT: Mullen Rd Improvements
City Limits to Carpenter Rd
CRP: 61487
DATE: June 4, 2019 90% ESTIMATE

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<u>PREPARATION</u>					
1	MOBILIZATION	L.S.	1.00	\$692,600.00	\$692,600.00
2	CLEARING AND GRUBBING	ACRE	5.10	\$15,000.00	\$76,500.00
3	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	EST.	1.00	\$10,000.00	\$10,000.00
4	REMOVAL OF STRUCTURE AND OBSTRUCTION	L.S.	1.00	\$50,000.00	\$50,000.00
5	HOME DEMOLITION	L.S.	1.00	\$40,000.00	\$40,000.00
6	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	2,600.00	\$8.01	\$20,826.00
7	SAWCUT ASPHALT AND CONC. PAVEMENT	L.F.	650.00	\$5.00	\$3,250.00
8	REMOVING PAINT LINE	L.F.	6,500.00	\$1.22	\$7,930.00
9	PULVERIZING EXISTING ASPHALT PAVEMENT	S.Y.	22,000.00	\$4.03	\$88,660.00
10	PLANING BITUMINOUS PAVEMENT	S.Y.	1,600.00	\$8.51	\$13,616.00
<u>GRADING</u>					
11	ROADWAY EXCAVATION INCL. HAUL	C.Y.	14,605.00	\$20.00	\$292,100.00
12	EMBANKMENT COMPACTION	C.Y.	2,980.00	\$7.53	\$22,439.40
<u>DRAINAGE</u>					
13	STREAMBED SEDIMENT	TON	150.00	\$100.00	\$15,000.00
14	QUARRY SPALLS	TON	50.00	\$50.00	\$2,500.00
15	PRECAST REINF. CONC. BOX CULVERT NO. 1	L.S.	1.00	\$275,000.00	\$275,000.00
<u>STORM SEWER</u>					
16	CATCH BASIN TYPE 1	EACH	45.00	\$1,240.66	\$55,829.70
17	CATCH BASIN TYPE 2 48 IN. DIAM.	EACH	40.00	\$2,666.57	\$106,662.80
18	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	5,400.00	\$40.00	\$216,000.00
19	SCHEDULE A STORM SEWER PIPE 18 IN. DIAM.	L.F.	75.00	\$73.09	\$5,481.75
20	TREATMENT DEVICE SITE #1	EACH	1.00	\$25,000.00	\$25,000.00
21	TREATMENT DEVICE SITE #2	EACH	1.00	\$25,000.00	\$25,000.00
22	TREATMENT DEVICE SITE #3	EACH	1.00	\$25,000.00	\$25,000.00
23	TREATMENT DEVICE SITE #4	EACH	1.00	\$25,000.00	\$25,000.00
24	INFILTRATION GALLERY	L.F.	400.00	\$125.00	\$50,000.00
25	LEVEL SPREADER	L.F.	300.00	\$80.00	\$24,000.00
26	DUCTILE IRON SEWER PIPE 12 IN. DIAM.	L.F.	180.00	\$83.95	\$15,111.00
<u>STRUCTURE</u>					
27	STRUCTURE EXCAVATION CLASS A INCL. HAUL	C.Y.	3,290.00	\$23.49	\$77,282.10
28	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	3,550.00	\$14.29	\$50,729.50
29	SHORING OR EXTRA EXCAVATION CL. A	L.S.	1.00	\$65,000.00	\$65,000.00
30	SHORING OR EXTRA EXCAVATION CLASS B	L.S.	1.00	\$50,000.00	\$50,000.00
31	GRAVEL BACKFILL FOR WALL	C.Y.	2,425.00	\$33.63	\$81,552.75
<u>SURFACING</u>					
32	CRUSHED SURFACING BASE COURSE	TON	11,300.00	\$22.72	\$256,736.00
33	CRUSHED SURFACING TOP COURSE	TON	4,050.00	\$19.80	\$80,190.00
<u>HOT MIX ASPHALT</u>					
34	HMA CL. 1/2 IN. PG 58H-22 FIBER REINFORCED	TON	5,500.00	\$90.00	\$495,000.00
35	COMPACTION PRICE ADJUSTMENT	CALC	1.00	\$0.00	\$0.00
36	ASPHALT COST PRICE ADJUSTMENT	CALC	1.00	\$0.00	\$0.00
37	COMMERCIAL HMA	TON	150.00	\$177.68	\$26,652.00
38	TEMPORARY ASPHALT	TON	1,100.00	\$130.00	\$143,000.00
<u>EROSION CONTROL</u>					
39	SEEDING, FERTILIZING, AND MULCHING	ACRE	1.05	\$3,500.00	\$3,675.00
40	STRAW MULCH	ACRE	9.10	\$1,650.00	\$15,015.00
41	INLET PROTECTION	EACH	100.00	\$99.97	\$9,997.00
42	HIGH VISIBILITY SILT FENCE	L.F.	4,000.00	\$5.83	\$23,320.00
43	EROSION/WATER POLLUTION CONTROL	EST.	1.00	\$50,000.00	\$50,000.00
44	ESC LEAD	L.S.	1.00	\$15,000.00	\$15,000.00
45	TOPSOIL TYPE C	C.Y.	2,854.00	\$45.00	\$128,430.00
46	PSIPE	L.S.	1.00	\$40,000.00	\$40,000.00
47	IRRIGATION SYSTEM	L.S.	1.00	\$90,000.00	\$90,000.00
48	SOIL AMENDMENT	C.Y.	100.00	\$60.00	\$6,000.00
49	STREAM BYPASS	L.S.	1.00	\$30,000.00	\$30,000.00
50	STABILIZED CONSTRUCTION ENTRANCE	S.Y.	385.00	\$25.26	\$9,725.10
51	BARK OR WOOD CHIP MULCH	C.Y.	700.00	\$46.00	\$32,200.00
52	LAWN AND LANDSCAPE RESTORATION	L.S.	1.00	\$40,000.00	\$40,000.00
53	ENVIRONMENTAL MITIGATION	L.S.	1.00	\$10,000.00	\$10,000.00
<u>PLANTING</u>					
54	ABIES CONCOLOR / WHITE FIR	EACH	3.00	\$215.00	\$645.00
55	ACER GINNALA 'FLAME' / 'FLAME' MAPLE	EACH	38.00	\$412.00	\$15,656.00

56	ACER RUBRUM 'BOWHALL' / 'BOWHALL' MAPLE	EACH	45.00	\$462.00	\$20,790.00
57	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / 'AUTUMN BRILLIANCE'	EACH	3.00	\$363.00	\$1,089.00
58	CALOCEDRUS DECURRENS / INCENSE CEDAR	EACH	8.00	\$215.00	\$1,720.00
59	CHAMAECYPARIS OBTUSA 'GRACILIS' / HINOKI CYPRESS	EACH	56.00	\$215.00	\$12,040.00
60	CORNUS KOUSA 'SATOMI' / 'SATOMI' DOGWOOD	EACH	4.00	\$412.00	\$1,648.00
61	LIQUIDAMBAR STYRACIFLUA 'PALO ALTO' / 'PALO ALTO' SWEETGUM	EACH	12.00	\$462.00	\$5,544.00
62	MAGNOLIA X 'GALAXY' / 'GALAXY' MAGNOLIA	EACH	2.00	\$462.00	\$924.00
63	NYSSA SYLVATICA / SOURGUM	EACH	7.00	\$462.00	\$3,234.00
64	PRUNUS X 'SNOW GOOSE' / 'SNOW GOOSE' CHERRY	EACH	17.00	\$412.00	\$7,004.00
65	THUJA PLICATA / WESTERN RED CEDAR	EACH	17.00	\$215.00	\$3,655.00
66	ARBUTUS UNEDO 'ELFIN KING' / DWF. STRAWBERRY TREE	EACH	29.00	\$38.00	\$1,102.00
67	BERBERIS THUNBERGII 'AUREA NANA' / DWARF RED BARBERRY	EACH	53.00	\$22.00	\$1,166.00
68	CEANOTHUS X 'VICTORIA' / 'VICTORIA' CEANOTHUS	EACH	1.00	\$38.00	\$38.00
69	CORNUS SERICEA 'KELSEY' / KELSEY DOGWOOD	EACH	72.00	\$22.00	\$1,584.00
70	EUONYMUS ALATUS 'COMPACTUS' / DWF BURNING BUSH	EACH	25.00	\$38.00	\$950.00
71	EUONYMUS FORTUNEI 'EMERALD GAIETY' / 'EMERALD GAIETY' EUONYMUS	EACH	79.00	\$13.00	\$1,027.00
72	HEMEROCALLIS X 'STELLA D' ORO' / 'STELLA D'ORO' DAYLILY	EACH	32.00	\$13.00	\$416.00
73	MAHONIA AQUIFOLIUM 'COMPACTA' / COMPACT OREGON GRAPE	EACH	146.00	\$32.00	\$4,672.00
74	MISCANTHUS SINENSIS 'MALEPARTUS' / SILVER EULALIA GRASS	EACH	13.00	\$38.00	\$494.00
75	MYRICA CALIFORNICA / PACIFIC WAX MYRTLE	EACH	16.00	\$38.00	\$608.00
76	PHYSOCARPUS OPULIFOLIUS 'DIABLO' / 'DIABLO' NINEBARK	EACH	6.00	\$38.00	\$228.00
77	PRUNUS LAUROCERASUS 'MT VERNON' / 'MT. VERNON' LAUREL	EACH	198.00	\$13.00	\$2,574.00
78	RHUS AROMATICA 'GRO-LOW' / 'GRO-LOW' SUMAC	EACH	160.00	\$22.00	\$3,520.00
79	RIBES SANGUINEUM 'KING EDWARD VII' / RED FLWR'G CURRANT	EACH	41.00	\$38.00	\$1,558.00
80	ROSA RUGOSA / RUGOSA ROSE	EACH	30.00	\$22.00	\$660.00
81	ROSA X 'FLOWER CARPET PINK' / PINK CARPET ROSE	EACH	145.00	\$32.00	\$4,640.00
82	SALIX PURPUREA 'CANYON BLUE' / BLUE ARCTIC WILLOW	EACH	24.00	\$38.00	\$912.00
83	SPIRAEA JAPONICA 'GOLDFLAME' / 'GOLDFLAME' SPIREA	EACH	17.00	\$32.00	\$544.00
84	SPIRAEA X BUMALDA 'COCCINEA' / 'COCCINEA' SPIREA	EACH	66.00	\$32.00	\$2,112.00
85	SYMPHORICARPOS OCCIDENTALIS / SNOWBERRY	EACH	73.00	\$32.00	\$2,336.00
86	THUJA OCCIDENTALIS 'WOODWARDII' / WARD ARBORVITAE	EACH	92.00	\$45.00	\$4,140.00
87	VIBURNUM DAVIDII / DAVID VIBURNUM	EACH	119.00	\$32.00	\$3,808.00
88	VIBURNUM P. T. 'SUMMER SNOWFLAKE' / 'SUMMER SNOWFLAKE' VIBURNUM	EACH	3.00	\$38.00	\$114.00
89	CAREX OBNUPTA / SLOUGH SEDGE	EACH	356.00	\$4.00	\$1,424.00
90	CEANOTHUS GLORIOSUS / PT. REYES CEANOTHUS	EACH	67.00	\$13.00	\$871.00
91	NATIVE SHRUB MIX / NATIVE SHRUB MIX	EACH	2,615.00	\$13.00	\$33,995.00
92	PENNISETUM ALOPECUROIDES 'HAMELN' / 'HAMELN' GRASS	EACH	59.00	\$12.00	\$708.00
93	JUNCUS EFFUSUS / SOFT RUSH	EACH	170.00	\$4.00	\$680.00
94	JUNCUS TENUIS / POVERTY RUSH	EACH	150.00	\$4.00	\$600.00
95	SCIRPUS MICROCARPUS / SMALL-FRUITED BULRUSH	EACH	182.00	\$4.00	\$728.00
TRAFFIC					
96	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	11,000.00	\$12.54	\$137,940.00
97	CEMENT CONC. TRAFFIC CURB	L.F.	3,100.00	\$32.93	\$102,083.00
98	MODIFIED CEMENT CONCRETE TRAFFIC CURB	L.F.	220.00	\$30.00	\$6,600.00
99	ROUNDAABOUT SPLITTER ISLAND NOSING CURB	EACH	5.00	\$1,000.00	\$5,000.00
100	ROUNDAABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	L.F.	300.00	\$27.00	\$8,100.00
101	ROUNDAABOUT CEMENT CONCRETE CURB AND GUTTER	L.F.	1,350.00	\$30.00	\$40,500.00
102	ALL WEATHER WATERBORNE TRAFFIC MARKING PAINT LINE	L.F.	25,000.00	\$1.00	\$25,000.00
103	PLASTIC WIDE DOTTED ENTRY LINE	L.F.	100.00	\$5.50	\$550.00
104	PLASTIC WIDE LANE LINE	L.F.	9,000.00	\$3.37	\$30,330.00
105	PLASTIC CROSSWALK LINE	S.F.	1,200.00	\$7.35	\$8,820.00
106	PLASTIC STOP LINE	L.F.	150.00	\$11.93	\$1,789.50
107	PLASTIC TRAFFIC ARROW	EACH	15.00	\$214.81	\$3,222.15
108	PLASTIC BICYCLE LANE SYMBOL	EACH	30.00	\$177.91	\$5,337.30
109	PLASTIC DRAINAGE MARKING	EACH	80.00	\$41.30	\$3,304.00
110	PLASTIC YIELD LINE SYMBOL	EACH	15.00	\$39.60	\$594.00
111	RAISED PAVEMENT MARKER TYPE 1	HUND	5.00	\$750.00	\$3,750.00
112	RAISED PAVEMENT MARKER TYPE 2	HUND	7.00	\$750.00	\$5,250.00
113	RECESSED PAVEMENT MARKER	HUND	2.00	\$1,500.00	\$3,000.00
114	TEMPORARY PAVEMENT MARKING	L.F.	28,000.00	\$0.20	\$5,600.00
115	PERMANENT SIGNING	S.F.	650.00	\$57.00	\$37,050.00
116	ILLUMINATION SYSTEM	L.S.	1.00	\$325,000.00	\$325,000.00
117	ITS	L.S.	1.00	\$125,000.00	\$125,000.00
118	PEDESTRIAN CROSSWALK WARNING SYSTEM - ROUNDAABOUT	EACH	3.00	\$45,000.00	\$135,000.00
119	PEDESTRIAN CROSSWALK WARNING SYSTEM - MID-BLOCK	EACH	2.00	\$30,000.00	\$60,000.00
120	PORTABLE CHANGEABLE MESSAGE SIGN	HR	37,000.00	\$2.00	\$74,000.00
121	OTHER TEMPORARY TRAFFIC CONTROL	L.S.	1.00	\$50,000.00	\$50,000.00
122	FLAGGERS	HR	11,040.00	\$55.00	\$607,200.00
123	OTHER TRAFFIC CONTROL LABOR	HR	2,208.00	\$55.00	\$121,440.00
124	TRAFFIC CONTROL SUPERVISOR	L.S.	1.00	\$100,000.00	\$100,000.00
125	CONSTRUCTION SIGNS CLASS A	S.F.	300.00	\$27.00	\$8,100.00

OTHER ITEMS

126	UTILITY POTHOLING	EACH	15.00	\$200.00	\$3,000.00
127	WATER	MGAL	1,100.00	\$20.00	\$22,000.00
128	DUST CONTROL	MGAL	50.00	\$1,200.00	\$60,000.00
129	SURVEY MONUMENT	EACH	15.00	\$750.00	\$11,250.00
130	CONCRETE PAVING PATTERN B - TRUCK APRON	S.Y.	345.00	\$110.00	\$37,950.00
131	CONCRETE PAVING PATTERN C - MEDIAN	S.Y.	575.00	\$80.00	\$46,000.00
132	CEMENT CONC. SIDEWALK	S.Y.	8,050.00	\$34.02	\$273,861.00
133	CEMENT CONC. PEDESTRIAN CURB	L.F.	850.00	\$54.00	\$45,900.00
134	CEMENT CONC. DRIVEWAY ENTRANCE TYPE TC TYPE 1	S.Y.	775.00	\$60.00	\$46,500.00
135	CEMENT CONC. DRIVEWAY ENTRANCE TYPE TC TYPE 3	S.Y.	250.00	\$60.00	\$15,000.00
136	CEMENT CONC. DRIVEWAY	S.Y.	175.00	\$60.00	\$10,500.00
137	CEMENT CONC. SIDEWALK RAMP	EACH	27.00	\$2,000.00	\$54,000.00
138	COATED CHAIN LINK FENCE TYPE 4 W/ TOP RAIL	L.F.	1,265.00	\$40.00	\$50,600.00
139	END, GATE, CORNER, AND PULL POST FOR CHAIN LINK FENCE	EACH	21.00	\$500.00	\$10,500.00
140	DOUBLE 14 FT. CHAIN LINK GATE	EACH	2.00	\$1,500.00	\$3,000.00
141	GRAVITY BLOCK WALL	S.F.	17,000.00	\$27.00	\$459,000.00
142	ADJUST MANHOLE	EACH	1.00	\$1,285.00	\$1,285.00
143	ADJUST CATCH BASIN	EACH	2.00	\$750.00	\$1,500.00
144	TRIMMING AND CLEANUP	L.S.	1.00	\$14,000.00	\$14,000.00
145	MINOR CHANGE	CALC	1.00	\$100,000.00	\$100,000.00
146	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.	1.00	\$5,000.00	\$5,000.00
147	SPCC PLAN	L.S.	1.00	\$750.00	\$750.00
148	FIELD OFFICE BUILDING	L.S.	1.00	\$32,000.00	\$32,000.00
149	MAILBOX SUPPORT TYPE 1	EACH	7.00	\$469.44	\$3,286.08
150	MAILBOX SUPPORT TYPE 2	EACH	13.00	\$495.92	\$6,446.96
151	PROJECT STAGING	L.S.	1.00	\$100,000.00	\$100,000.00

TOTAL/SUBTOTAL	\$7,618,058.09
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12% CONTINGENCY	\$914,166.97
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SUBTOTAL	\$8,532,225.06
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10% CONSTRUCTION ENGINEERING	\$853,222.51
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TOTAL	\$9,385,447.57
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FUNDING SOURCES

Fed	\$2,000,000.00
TIB	\$4,209,000.00
City of Lacey	\$480,000.00
Local (Thurston County)	\$2,696,447.57
Total	\$9,385,447.57

WATER - City of Lacey

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
152	MOBILIZATION	L.S.	1.00	\$120,300.00	\$120,300.00
153	HYDRANT ASSEMBLY	EACH	8.00	\$3,500.00	\$28,000.00
154	2 INCH WATER MAIN	L.F.	30.00	\$40.00	\$1,200.00
155	6 INCH WATER MAIN	L.F.	200.00	\$45.00	\$9,000.00
156	8 INCH WATER MAIN	L.F.	400.00	\$50.00	\$20,000.00
157	12 INCH WATER MAIN	L.F.	2,200.00	\$90.00	\$198,000.00
158	16 INCH WATER MAIN	L.F.	3,000.00	\$105.00	\$315,000.00
159	BLOW-OFF ASSEMBLY FOR EXTENDABLE MAIN	EACH	4.00	\$4,000.00	\$16,000.00
160	6 INCH GATE VALVE	EACH	11.00	\$1,300.00	\$14,300.00
161	8 INCH GATE VALVE	EACH	5.00	\$2,600.00	\$13,000.00
162	12 INCH GATE VALVE	EACH	10.00	\$2,900.00	\$29,000.00
163	16 INCH GATE VALVE	EACH	8.00	\$10,010.00	\$80,080.00
164	2 INCH AIR AND VACUUM RELEASE VALVE	EACH	2.00	\$4,000.00	\$8,000.00
165	5/8 INCH SINGLE METER SERVICE CONNECTED TO NEW WATER MAIN	EACH	13.00	\$3,000.00	\$39,000.00
166	5/8 INCH DOUBLE METER SERVICE CONNECTED TO NEW WATER MAIN	EACH	1.00	\$3,000.00	\$3,000.00
167	1 INCH DOUBLE METER SERVICE CONNECTED TO NEW WATER MAIN	EACH	3.00	\$300.00	\$900.00
168	1 INCH SINGLE METER SERVICE CONNECTED TO NEW WATER MAIN	EACH	1.00	\$3,000.00	\$3,000.00
169	COMMERCIAL HMA	TON	600.00	\$135.00	\$81,000.00
170	ESC LEAD	L.S.	1.00	\$10,000.00	\$10,000.00
171	PORTABLE CHANGEABLE MESSAGE SIGN	HR	6,500.00	\$2.00	\$13,000.00
172	OTHER TEMPORARY TRAFFIC CONTROL	L.S.	1.00	\$25,000.00	\$25,000.00
173	FLAGGERS	HR	1,440.00	\$55.00	\$79,200.00
174	OTHER TRAFFIC CONTROL LABOR	HR	288.00	\$55.00	\$15,840.00
175	TRAFFIC CONTROL SUPERVISOR	L.S.	1.00	\$25,000.00	\$25,000.00
OTHER ITEMS					
176	UTILITY POTHOLING	EACH	25.00	\$165.00	\$4,125.00
177	CONNECT TO EXISTING WATER MAIN	EACH	16.00	\$4,950.00	\$79,200.00
178	REMOVE ASBESTOS CEMENT WATER PIPE	L.F.	200.00	\$20.00	\$4,000.00
179	MINOR CHANGE	CALC	1.00	\$25,000.00	\$25,000.00
180	BANK RUN GRAVEL FOR TRENCH BACKFILL	TON	1,625.00	\$13.20	\$21,450.00
181	IMPORTED PIPE BEDDING	TON	2,545.00	\$16.50	\$41,992.50
182	RAISE VALVE BOX TO GRADE	EACH	8.00	\$1,000.00	\$8,000.00
TOTAL/SUBTOTAL					\$1,330,587.50
20% CONTINGENCY					\$266,117.50
SUBTOTAL					\$1,596,705.00
15% CONSTRUCTION ENGINEERING					\$239,505.75
TOTAL (Funding Source: City of Lacey)					\$1,836,210.75

SEWER - City of Lacey

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
183	MOBILIZATION	L.S.	1.00	\$84,400.00	\$84,400.00
184	PIG LAUNCH PORT ASSEMBLY	EACH	8.00	\$5,000.00	\$40,000.00
185	PIG CATCHER ASSEMBLY	EACH	6.00	\$10,000.00	\$60,000.00
186	3 INCH PLUG VALVE	EACH	1.00	\$700.00	\$700.00
187	4 INCH PLUG VALVE	EACH	10.00	\$1,000.00	\$10,000.00
188	6 INCH PLUG VALVE	EACH	2.00	\$1,300.00	\$2,600.00
189	8 INCH PLUG VALVE	EACH	13.00	\$2,600.00	\$33,800.00
190	8 INCH AIR AND VACUUM RELEASE VALVE - SEWER	EACH	2.00	\$3,000.00	\$6,000.00
191	SERVICE CONNECTION 1-1/4 IN. DIAM.	EACH	16.00	\$2,750.00	\$44,000.00
192	2 INCH DIAMETER FORCE MAIN SEWER PIPE	L.F.	150.00	\$40.00	\$6,000.00
193	4 INCH DIAMETER FORCE MAIN SEWER PIPE	L.F.	350.00	\$40.00	\$14,000.00
194	6 INCH DIAMETER FORCE MAIN SEWER PIPE	L.F.	300.00	\$40.00	\$12,000.00
195	8 INCH DIAMETER FORCE MAIN SEWER PIPE	L.F.	5,000.00	\$50.00	\$250,000.00
196	COMMERCIAL HMA	TON	450.00	\$150.00	\$67,500.00
197	ESC LEAD	L.S.	1.00	\$10,000.00	\$10,000.00
198	PORTABLE CHANGEABLE MESSAGE SIGN	HR	6,500.00	\$2.00	\$13,000.00
199	OTHER TEMPORARY TRAFFIC CONTROL	L.S.	1.00	\$25,000.00	\$25,000.00
200	FLAGGERS	HR	1,440.00	\$55.00	\$79,200.00
201	OTHER TRAFFIC CONTROL LABOR	HR	288.00	\$55.00	\$15,840.00
202	TRAFFIC CONTROL SUPERVISOR	L.S.	1.00	\$25,000.00	\$25,000.00
203	UTILITY POTHOLING	EACH	15.00	\$165.00	\$2,475.00
204	CONNECT TO EXISTING SEWER MAIN	EACH	7.00	\$4,950.00	\$34,650.00
205	MINOR CHANGE	CALC	1.00	\$25,000.00	\$25,000.00
206	BANK RUN GRAVEL FOR TRENCH BACKFILL	TON	2,350.00	\$15.00	\$35,250.00
207	IMPORTED PIPE BEDDING	TON	1,565.00	\$20.00	\$31,300.00
208	RAISE VALVE BOX TO GRADE	EACH	1.00	\$1,000.00	\$1,000.00

TOTAL/SUBTOTAL **\$928,715.00**

20% CONTINGENCY **\$185,743.00**

SUBTOTAL **\$1,114,458.00**

15% CONSTRUCTION ENGINEERING **\$167,168.70**

TOTAL (Funding Source: City of Lacey) **\$1,281,626.70**

Subtotal Project Construction Cost **\$11,243,388.06**

Total CE Cost **\$1,259,896.96**

State **\$50,000.00**

Total Project Cost **\$12,553,285.02**

FUNDING SOURCES

Fed	\$2,000,000.00
TIB	\$4,209,000.00
City of Lacey	\$3,597,837.45
Local (Thurston County)	\$2,746,447.57
Total	\$12,553,285.02

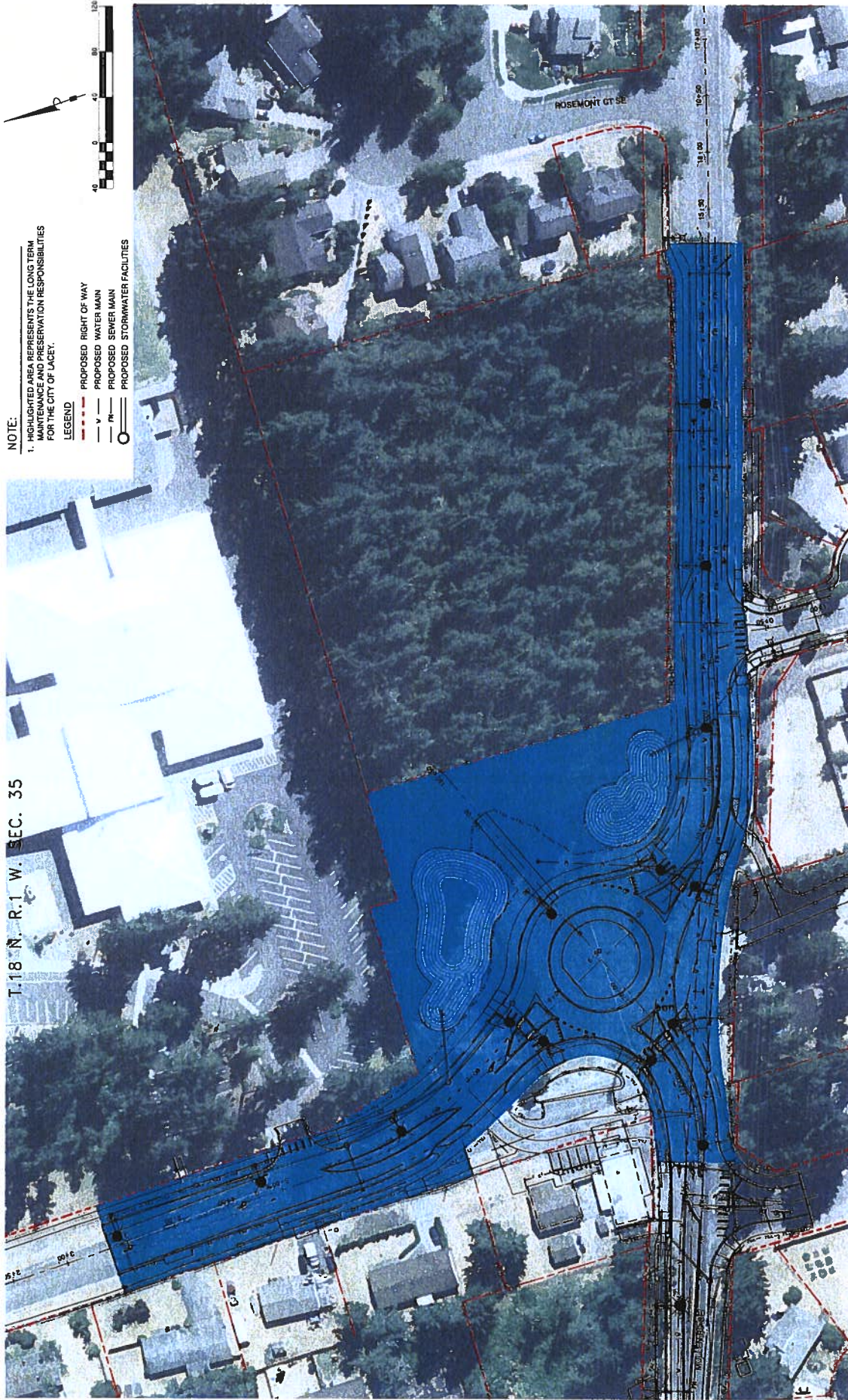
EXHIBIT C: PLANS AND SPECIFICATIONS

The final approved project plans and specifications will be kept in the office of the Thurston County Engineer.

EXHIBIT D: ONGOING MAINTENANCE RESPONSIBILITIES

The City of Lacey agrees to provide ongoing maintenance for all the area within the project limits shaded/hatch blue in the attached exhibit. This includes a section of Mullen Rd within Thurston County's jurisdiction between Carpenter Rd South and End of Project (EOP) project (approximately 125 feet west of Rosemont Ct).

T.18 N. R.1 W. SEC. 35



NOTE:
1. HIGHLIGHTED AREA REPRESENTS THE LONG TERM
MAINTENANCE AND PRESERVATION RESPONSIBILITIES
FOR THE CITY OF LACEY.

LEGEND
- - - PROPOSED RIGHT OF WAY
- - - PROPOSED WATER MAIN
- - - PROPOSED SEWER MAIN
- - - PROPOSED STORMWATER FACILITIES



THURSTON COUNTY PUBLIC WORKS
DESIGN SECTION
2404-A HERITAGE CT SW OLYMPIA, WA 98502
(360) 754-4580

Designed: MB
Drafted: MB
Checked: MB
Scale: AS NOTED
DWG. FILE: LACEY 6.4.2009

Revisions
Date

MULLEN RD - LACEY CITY LIMITS
TO CARPENTER RD
C.R.P. No. 61487 F.A. No. STPUS-5292(004)

MULLEN RD AND CARPENTER RD
MAINTENANCE AGREEMENT

Sheet
1 of 1