



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Council Conference
Room, 555 Israel Rd. SW, Tumwater, WA
98501**

**Thursday, November 21, 2024
8:00 AM**

1. Call to Order
2. Roll Call
3. Approval of Minutes: Public Works Committee, November 7, 2024
4. Service Provider Agreement with Pacific Testing & Inspection for On-Call Material Testing Amendment No. 3 (Transportation & Engineering Department)
5. Service Provider Agreement with Materials Testing & Consulting for On-Call Material Testing Amendment No. 3 (Transportation & Engineering Department)
6. Supplemental Agreement No. 1 with Tierra ROW for X Street Roundabout Project (Transportation & Engineering Department)
7. Service Provider Agreement with Cardinal Architecture for the Historic Brewery Tower Project Amendment No. 6 (Transportation & Engineering Department)
8. Service Provider Agreement with HDR Engineering for Old Highway 99 and 79th Avenue Roundabout Project Amendment No. 1 (Transportation & Engineering Department)
9. Additional Items
10. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/82288881500?pwd=iRrbQgKaDDgIVvTzboQLoJ6w71BFqb.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 822 8888 1500 and Passcode 503889.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

Video of this meeting will be recorded and posted on our City Meeting page located here: <https://tumwater-wa.municodemeetings.com>.

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
NOVEMBER 7, 2024 Page 1**

CONVENE: 8:00 a.m.

PRESENT: Chair Eileen Swarthout and Councilmember Michael Althausser.

Excused: Councilmember Angela Jefferson.

Staff: City Administrator Lisa Parks, Assistant City Attorney David Abbott, Finance Director Troy Niemeyer, Transportation & Engineering Director Brandon Hicks, Water Resources and Sustainability Director Dan Smith, Engineering Services Manager Bill Lindauer, Capital Projects Manager Don Carney, Water Resources Program Manager Patrick Soderberg, Construction Engineer Colby Fletcher, Community Engagement Specialist Marnie McGrath, and Administrative Assistants Bonnie Hale and Kelly Quiroz.

Others: Meredith Greer, Greer Environmental Consulting.

**APPROVAL OF
MINUTES: PUBLIC
WORKS
COMMITTEE -
OCTOBER 3, 2024 &
OCTOBER 17, 2024:**

MOTION: **Councilmember Althausser moved, seconded by Chair Swarthout, to approve the minutes of October 3, 2024 and October 17, 2024 as published. A voice vote approved the motion.**

**INTERAGENCY
AGREEMENT WITH
WASHINGTON
DEPARTMENT OF
COMMERCE FOR
TUMWATER FIRE
STATIONS
SOLAR + STORAGE
FEASIBILITY:**

Director Smith reported the project provides balance to the electric grid. The system battery stores solar power for use when needed, reduces electricity bills and emissions, and provides resiliency during power outages. The project supports the City’s Strategic Priorities and Goals for 2023-2024 to continue to update and advance priorities within the Climate Action Plan and the Thurston Climate Mitigation Plan.

Existing solar power installed on City facilities provide less than 7% of total operating electric needs. Staff continues to add to the system. One planned project is the City Hall and Library solar power project to add power and backup to provide energy during power outages and to accommodate needs during power fluctuations. Staff is seeking sources of grant funding for the entire project cost of \$14 million. Today, the City’s backup power is supplied by a generator providing approximately 20 hours of backup power.

The Library serves as the City’s only heating and cooling shelter with no current backup power at that location. The project provides additional resiliency power of 22 hours at a capital cost of \$1.4 million. As the

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
NOVEMBER 7, 2024 Page 2**

project is a higher priority than City Hall’s project, staff continues to seek grants to initiate project construction. The project would provide a 69% reduction in emissions.

The projects would cover energy demands during the summer reducing the City’s electricity bills. Grant funding would likely cover 70% of both project costs. With the new direct pay program implemented, 30% of the cost would be provided through the IRA Direct Pay Program.

The proposed solar–storage feasibility is partially funded by \$50,000 with no City match requirements through Washington’s Climate Commitment Act. Both City fire stations would be included in the solar project. Staff is working with Olympia Community Solar. The request is a recommendation to the City Council to approve the Department of Commerce Agreement for the grants. Staff requests the committee place the Interagency Agreement with Washington Department of Commerce for Tumwater Fire Stations Solar and Storage Feasibility on the November 19, 2024, City Council Consent Calendar with a recommendation to approve and authorize the Mayor to sign.

Chair Swarthout noted that in addition to the project, the City’s electrification of its fleet is projected to reduce gasoline consumption by more than 70% by 2030.

MOTION:

Councilmember Althauser moved, seconded by Chair Swarthout, to place the Interagency Agreement with Washington Department of Commerce for Tumwater Fire Stations Solar and Storage Feasibility on the November 19, 2024, City Council Consent Calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion.

**GRANT FROM THE
DEPT OF ECOLOGY
FOR THE GOLF
COURSE
STORMWATER
RETROFIT
PROJECT
AMENDMENT 2:**

Meridith Greer, Greer Environmental Consulting, presented the proposal. Last June, the committee was briefed on a grant agreement update from the Department of Ecology for the golf course stormwater retrofit project. The project has since been implemented with 60% design completed. The proposed grant agreement and amendment updates some clerical errors by the Department of Ecology. Changes include the start date for the project backdated to the original date as it had been inadvertently changed during the first amendment increasing the timeline of the project. The second change pertains to the grant system within the Department of Ecology that caused the cancellation of several amendments. Project scope and costs remain the same.

Director Smith requested the committee place Amendment 2 of the Department of Ecology Grant for the Golf Course Stormwater Retrofit project on the City Council Consent Calendar on November 19, 2024 with a recommendation to approve and authorize the Mayor to sign.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
NOVEMBER 7, 2024 Page 3**

MOTION:

Councilmember Althauser moved, seconded by Chair Swarthout, to place Amendment 2 of the Department of Ecology Grant for the Golf Course Stormwater Retrofit Project on the City Council Consent Calendar on November 19, 2024 with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion.

**ACCEPTANCE OF
WORK WITH
SOUND PACIFIC
CONSTRUCTION
FOR THE 2022
PEDESTRIAN
IMPROVEMENTS
PROJECT:**

Construction Engineer Fletcher said the project consisted of pedestrian crossings at Barnes Boulevard, Custer Way, and Capitol Boulevard near the Kentucky Fried Chicken restaurant and ADA improvements to sidewalks in residential areas.

The Barnes Boulevard and Ridgeview Loop crosswalk improvements were completed at the request of Tumwater School District. The school district and the City executed an agreement to install the pedestrian crossing. The pedestrian crossing is solar operated. The second pedestrian crossing was on Capitol Boulevard. That crossing is a signalized pedestrian crossing across a multi-lane street. The crossing was prioritized because of its location. The Custer Way and Capitol Boulevard pedestrian crossing is a signalized crossing that was included and removed from a prior project because of the lack of funding.

Sidewalk improvements corrected numerous deficiencies identified by staff. Many residential streets were included with improvements to sidewalks, driveway entrances, and ADA accessibility. Photographs of several of the improvements were shared with the committee.

The project scope spanned 30 working days with construction initiated on September 6, 2022 with substantial and physical completion issued on July 10, 2023. The project included electrical components, which delayed the project because of procurement delays. Funding for the project was from the Transportation Capital Facilities Plan, Tumwater Transportation Benefit District, Tumwater School District, and the City of Tumwater. The contract was awarded to Sound Pacific Construction for \$493,337.00 with a final contract total of \$497,877.97.

Chair Swarthout asked whether the proposed action releases payment to the contractor for work completed in 2023. Engineer Fletcher advised that the contractor has been compensated. The action is final acceptance of work.

Staff requests the committee recommend the City Council accept the 2022 Pedestrian Improvements project as complete and authorize the release of the performance bond as soon as the laws of the state of Washington allow and place it on the November 19, 2024, City Council Consent Calendar.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
NOVEMBER 7, 2024 Page 4**

MOTION: Councilmember Althauser moved, seconded by Chair Swarthout, to recommend the City Council accept the 2022 Pedestrian Improvements project as complete and authorize the release of the performance bond as soon as the laws of the state of Washington allow and place it on the November 19, 2024, City Council Consent Calendar. A voice vote approved the motion.

**ACCEPTANCE OF
WORK WITH MILES
RESOURCES FOR
THE 2023
PAVEMENT
MAINTENANCE
PROJECT:**

Engineer Fletcher displayed a City map depicting the scope of work on the 2023 Pavement Maintenance project of pavement improvements throughout the City, replacement of paved markings, crack sealing, plastic pavement marking replacements, and ADA sidewalk improvements.

The scope of work was based on site investigations and roadway pavement ratings. Roadways included arterials, collectors, and residential streets. The project paved seven new lane miles of asphalt roads, completed 55,000 square yards of pavement grinding to accommodate new asphalt, completed 15 tons of roadway crack sealing, completed 4,700 square yards of pavement reinforcement interlays, completed 5,700 yards of pavement and subgrade subbase repair, installed four bio-infiltration galleries, installed 16,000 new raised pavement markers, installed 500 square yards of new concrete sidewalk with 17 new ADA ramps, and completed 137 miles of new pavement lines.

Engineer Fletcher shared construction photographs of the grinding and inlays and some of the auxiliary components for stormwater management.

The project commenced on June 20, 2023 and was completed on October 12, 2023. Final completion of the project was on March 1, 2024 due to procurement delays for some electrical components. Funding was provided by the Tumwater Transportation Benefit District. The Engineer’s estimate was \$3,907,963.96. Miles Resources offered the lowest bid of \$3,857,000.00 with the final contract totaling \$4,171,958.00. Staff identified several roads as part of the project. Based on good pricing, several change orders added more streets to the contract because of the availability of funds.

Staff requests the committee recommend the City Council accept the 2023 Pavement Maintenance project as complete and authorize the release of the performance bond as soon as the laws of the state of Washington allow and place it on the November 19, 2024, City Council Consent Calendar.

MOTION: Councilmember Althauser moved, seconded by Chair Swarthout, to recommend the City Council accept the 2023 Pavement Maintenance project as complete and authorize the release of the performance bond as soon as the laws of the state of Washington allow and place it on the November 19, 2024, City Council Consent Calendar. A voice

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
NOVEMBER 7, 2024 Page 5**

vote approved the motion.

**AUTHORITY TO
SOLICIT BIDS AND
RECOMMEND
AWARD FOR THE
PERCIVAL CREEK
FISH BARRIER
REMOVAL
PROJECT:**

Capital Projects Manager Carney reported the project began in November 2021 with the execution of the service provider agreement with BBS Engineering and its subconsultants, Northwest Hydraulic Consultants and Aqua Terra Cultural Resource Consultants. Project design was completed in June 2024 as a draft and forwarded to the Washington State Department of Transportation for review and response. Staff anticipates receiving a response by November 24, 2024.

The project removes and replaces a fish barrier culvert conveying Percival Creek under Sapp Road. The culvert is an undersized five-foot diameter concrete culvert to be replaced with a 60 feet long by 19 feet wide by 8.5 feet high box culvert. Other improvements include adding instream large woody debris and streambed material, roadway reconstruction, and additional multimodal facilities for the Percival Creek crossing.

Manager Carney shared photographs of the existing culvert, a five-foot diameter concrete culvert not conducive to fish passage. Stream improvements include re-grading 140 feet of stream bank, plantings of willows in the lower area, and shrubs and trees in the upland area. Road improvements include 11-foot wide lanes with six-foot bike lanes and a five-foot sidewalk connecting to an existing sidewalk. Because of the complexity of existing conditions, much of the work includes deep excavation in a segment of the road that is not wide enough to divert traffic around the work zone. The project has a narrow construction timeline because of work windows for fish protection. A full road closure and detour will be necessary to complete the work expeditiously and for the safety of construction personnel, City staff, and the traveling public. The roadway up to the culvert excavation will remain open to local traffic. Staff plans to notify the public by placing reader boards one week prior to the project start time to advise the public of the road closure. Following commencement of the project, construction signs will be installed for the detour route. Staff will notify schools, fire, and property owners.

The Engineer's estimate for construction is in the range of \$2,000,000 to \$2,500,000. The City received \$100,000 for right-of-way acquisition from PROTECT fund to accommodate the new larger culvert, another \$2 million from the PROTECT fund for construction, and a \$257,550 grant from the Washington State Recreation and Conservation Office for culvert replacement.

Staff is scheduled to release the project bid in November/December 2024 and award the project in January 2025. The contractor will design the box culvert with reviews of the design by the City and the state. Fabrication of the new culvert is anticipated to occur in spring 2025. Construction is anticipated to occur in June/July 2025 and end in September 2025 over a

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
NOVEMBER 7, 2024 Page 6**

70-day work window. The road is scheduled to reopen in September 2025.

Staff requests the committee authorize staff to solicit bids for the Percival Creek Fish Barrier Removal project, recommend City Council award and authorize the Mayor to sign a Public Works Contract with the lowest responsible bidder, and recommend City Council authorize the closure and detour of Sapp Road SW from Crosby Boulevard SW to RW Johnson Road SW for the duration of the project. The roadway will be open to local traffic only.

Councilmember Althausler asked whether the road is scheduled for closure during the 70-day construction period. Manager Carney advised that staff recommends the closure during the duration of the project. Councilmember Althausler asked whether any additional Council action is required prior to the project commencing. Manager Carney advised that the request is to approve moving forward with the project by authorizing the release of the bid, awarding the contract, and initiating the project with a road closure.

Director Hicks added that the committee would be asked to review and recommend the award of the construction contract to the City Council prior to commencement of the project.

Councilmember Althausler recommended including the proposed action as a Council Consideration rather than an item on the Consent Calendar as the road closure will be disruptive to the public. A discussion by the Council would help to increase transparency of the project to the public.

MOTION:

Councilmember Althausler moved, seconded by Chair Swarouth, to approve release of bids for the Percival Creek Fish Barrier Removal project, recommend City Council award and authorize the Mayor to sign a Public Works Contract with the lowest responsible bidder, and recommend City Council authorize the closure and detour of Sapp Road SW from Crosby Blvd SW to RW Johnson Rd SW for the duration of the project at a future City Council Consideration item. A voice vote approved the motion.

**OLD HWY 99 & 79TH AVENUE
ROUNDBOUT
SCHEDULE 74
UNDERGROUND
CONVERSION
DESIGN
AGREEMENT WITH
PUGET SOUND**

Manager Carney reported the design project converts the intersection at 79th Avenue and Old Highway 99 to a roundabout from a stop-controlled intersection. The project includes some frontage improvements of curb, gutter, road widening, and sidewalks along the properties designated as the City’s future Operations and Maintenance facility and Trails End Park. The project carries forward the City’s goal of undergrounding all utilities. Schedule 74 for underground conversion is required for the project.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
NOVEMBER 7, 2024 Page 7**

ENERGY: The project would underground approximately 3,400 feet of overhead power lines along City-owned parcels along 79th Avenue, at the intersection of 79th Avenue SE and Trails End Drive SE, and along portions of Old Highway 99 within the project limits.

Puget Sound Energy (PSE) will provide the City with a scope of work, a design for the underground system, construction plans, operating rights, work schedule, and a construction cost estimate.

The cost of the design is estimated at \$140,000 with a split of 60% (\$84,000) to PSE and 40% to the City (\$56,000). The next phase is the construction agreement. PSE will provide the design for all underground facilities, supply conduits, transformers, install electrical systems, coordinate and complete change orders, complete surge connections, remove all overhead utilities including poles, and provide project inspection services. The City's responsibility is to construct the improvements and install surface transformers.

Staff requests the committee recommend the City Council approve and authorize the Mayor to sign the Puget Sound Energy (PSE) Schedule 74 Underground Conversion Design Agreement to design the utility underground conversion for the Old Highway 99 and 79th Avenue Roundabout project and place it on the November 19, 2024, City Council Consent Calendar.

MOTION: **Councilmember Althausser moved, seconded by Chair Swarthout, to recommend the City Council approve and authorize the Mayor to sign the Puget Sound Energy (PSE) Schedule 74 Underground Conversion Design Agreement to design the utility underground conversion for the Old Highway 99 and 79th Avenue Roundabout project and place it on the November 19, 2024, City Council Consent Calendar. A voice vote approved the motion.**

ADJOURNMENT: **With there being no further business, Chair Swarthout adjourned the meeting at 8:50 a.m.**

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

TO: Public Works Committee
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: November 21, 2024
 SUBJECT: Service Provider Agreement with Pacific Testing & Inspection for On-Call Material Testing Amendment No. 3

1) Recommended Action:

Place the Third Amendment to the Service Provider Agreement for On-Call Material Testing on the City Council consent calendar on December 3, 2024, with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The original Agreement for \$45,000 was signed on January 12, 2021. The First Amendment extended the term of the Agreement to December 31, 2024, and increased the compensation to a not-to-exceed amount of \$95,000. The Second Amendment increased the not-to-exceed amount to \$195,000,

The Third Amendment extends the agreement until December 31, 2025, which provides materials testing for on-going construction projects throughout the City. This Third Amendment increases the not-to-exceed amount to \$295,000 to cover anticipated costs in 2025.

3) Policy Support:

Council Strategic Goals and Priorities 2023-2024:

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

4) Alternatives:

Do not approve the Agreement

5) Fiscal Notes:

Fees charged for this agreement will be allocated to the appropriate City fund, dependent upon the work completed.

6) Attachments:

A. Third Amendment to the Service Provider Agreement

**THIRD AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
ON-CALL MATERIAL TESTING**

This Third Amendment ("Amendment") is dated effective this _____ day of _____, 20____, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Pacific Testing & Inspection Inc., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 12, 2021, whereby the SERVICE PROVIDER agreed to provide material testing services ("Agreement"). The CITY and the SERVICE PROVIDER agreed to a First Amendment to the Service Provider Agreement on May 12, 2023, and a Second Amendment on January 24, 2024.

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement by extending the term of the Agreement, and increasing the compensation paid to the SERVICE PROVIDER.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2025.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-1" during the extended term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed Two Hundred Ninety-Five Thousand and 00/100 Dollars (\$295,000).

Signatures on Following Page

3. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
PACIFIC TESTING & INSPECTION INC.
2417 Harrison Avenue
Centralia, WA 98531
Tax ID#: 602-707-402
Phone Number: 360-736-3922

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:_____.

TO: Public Works Committee
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: November 21, 2024
 SUBJECT: Service Provider Agreement with Materials Testing & Consulting for On-Call Material Testing Amendment No. 3

1) Recommended Action:

Place the Third Amendment to the Service Provider Agreement for On-Call Material Testing on the City Council consent calendar on December 3, 2024, with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The original Agreement for \$45,000 was signed on January 21, 2021. The First Amendment added additional scope of work and increased the compensation to a not-to-exceed amount of \$95,000. The Second Amendment extended the term Agreement until December 31, 2024, and increased the not-to-exceed amount to \$195,000.

The Third Amendment extends the term Agreement until December 31, 2025, which provides for materials testing for on-going construction projects throughout the City.

3) Policy Support:

Council Strategic Goals and Priorities 2023-2024:

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

4) Alternatives:

Do not approve the Agreement

5) Fiscal Notes:

Fees charged for this agreement will be allocated to the appropriate City fund, dependent upon the work completed.

6) Attachments:

A. Third Amendment to the Service Provider Agreement

**THIRD AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
ON-CALL MATERIAL TESTING**

This Third Amendment ("Amendment") is dated effective this _____ day of _____, 20____, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Materials Testing & Consulting, Inc., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 21, 2021, whereby the SERVICE PROVIDER agreed to provide material testing services ("Agreement"). The CITY and the SERVICE PROVIDER agreed to a First Amendment to the Service Provider Agreement on December 15, 2022, and a Second Amendment on January 30, 2024.

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement by extending the term of the Agreement.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2025.

Signatures on Following Page

2. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:
CITY OF TUMWATER

555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
MATERIALS TESTING AND CONSULTING,
INC.

2118 Black Lake Boulevard SW
Olympia, WA 98512
UBI No. 601-651-312
Phone No. 360-755-1990

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:_____.

TO: Public Works Committee
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: November 21, 2024
 SUBJECT: Supplemental Agreement No. 1 with Tierra ROW for X Street Roundabout Project

1) Recommended Action:

Place the First Supplemental Agreement for the X Street Roundabout with Tierra ROW, on the City Council consent calendar on December 3, 2024, with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The X Street Roundabout is the fourth transportation project derived from the Capitol Boulevard Corridor Study. The first project was the Capitol Boulevard Feasibility Study, which is complete. The second project is the Interstate 5 / Trospen Road / Capitol Boulevard Reconfiguration project, which is nearly complete. The third project was the Capitol Boulevard Design project, which completed a substantial portion of the design for the remaining projects in the Corridor Study positioning the City to be more competitive in future grant applications. The transportation projects derived from the Capitol Boulevard Corridor Study aim to reduce congestion and provide safer travel for all modes.

Right of way services for this project will include appraisals, negotiating with property owners to acquire property rights, relocation services, and other services as needed.

The original agreement was executed on February 27, 2023, with the maximum amount payable \$150,000.

The First Supplemental Agreement will only extend the contract until December 31, 2026.

3) Policy Support:

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

4) Alternatives:

Recommend against approval of the Supplemental Agreement.

5) Fiscal Notes:

The total project cost estimate is \$5.3 million for right of way and construction phases; the City has been awarded four separate grants totaling to approximately \$4.1 million for the project, local funds are programmed in the Transportation CFP budget

6) Attachments:

A. Supplemental Agreement No. 1



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>01</u>		Organization and Address Tierra Right of Way Services, Ltd 1575 East River Road, Suite 201 Tuscon, AZ 85718	
Original Agreement Number N/A		Phone: 360.870.0190	
Project Number 5235018	Execution Date January 1, 2025	Completion Date December 31, 2026	
Project Title X Street Roundabout	New Maximum Amount Payable		
Description of Work (No Change) Right-of-way services consisting of all items indicated as "Contract with a qualified consultant" on the City's approved "Right of Way Procedures" attached to the Request for Proposals (RFP) including, but not limited to, negotiating with property owners to acquire property rights, appraisal and appraisal review services in conformance with federal, state, and agency standards, relocation services, project certification services and other work as detailed in the RFP.			

The Local Agency of The City of Tumwater
 desires to supplement the agreement entered in to with Tierra Right of Way Services, Ltd
 and executed on February 27, 2023 and identified as Agreement No. N/A

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
 The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
 No change, term extension only.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2026

III

Section V, PAYMENT, shall be amended as follows:
 No change, term extension only. Original payment exhibit attached.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
 If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

 Consultant Signature

 Approving Authority Signature

 Date

7. COMPONENTS OF PRICE

CONSULTANT FEE DETERMINATION - SUMMARY OF PROJECT COSTS					
Tierra Right of Way Services, Ltd. City of Tumwater X Street Roundabout					
Labor Classification	Direct Billing Rate	Estimated Hours		Total	Total Amount
Division Director	\$195.00	1		\$195.00	
ROW Division Manager	\$180.00	40		\$7,200.00	
Project Manager	\$165.00	125		\$20,625.00	
Senior Right of Way Agent	\$138.00	0		\$0	
Right of Way Agent	\$115.00	450		\$51,750.00	
Right of Way Technician	\$95.00	45		\$4,275.00	
Project Coordinator	\$100.00	125		\$12,500.00	
Subtotal		786			\$96,545.00
Direct Reimbursables					
Travel (Mileage)	Miles	\$0.625	400	\$250.00	
Postage	Total	\$10.00	16	\$160.00	
*R.F. Duncan & Associates	7 appraisals			\$30,500.00	
Lingeman Valuation	7 reviews			\$8,400.00	
Direct Reimbursables Subtotal					\$39,310.00
Total Maximum Amount Payable					\$135,855.00

*See Appraisal Notes below and continued on the following page.

Key: ROW = right of way.

Mgmt. Reserve Fund \$ 14,145.00

Adjusted Total Maximum Amount Payable \$150,000.00

R.F. Duncan Appraisal Notes					
Parcel	Name	Appraisal Type	Appraisal Fee	Appraisal Review	Comments
12702222500	Blackwell	Before/After	\$5,000/ \$3,000	\$1,200	May lose one parking space; can reduce fee to \$3,000 if parking impact not major and building does not need to be valued.

12702222800	S. Prochnau Rev. Trust	Before/After	\$5,000/ \$3,000	\$1,200	Potential parking impacts; can reduce to \$3,000 if no major parking impacts and building does not need to be valued.
1270311-2000 & 2400	Slater Enterprises	Total	\$4,500	\$1,200	Total acquisition of commercial property.
12703140500	Nut Tree, LLC	Before/After	\$5,000/ \$3,000	\$1,200	Impacts to sign, parking, and circulation. Can reduce to \$3,000 if building doesn't need to be valued.
55100000100	Prakal, LLC	Strip Report	\$3,000	\$1,200	Appears to be minor impact.
56600000100	Cap. City Properties	Strip Report	\$3,000	\$1,200	May lose one or two parking spaces. Appears to have ample remaining parking.
72850300100	Schwab Properties, LLC	Before/After	\$5,000/ \$3,000	\$1,200	Potential parking impacts; can reduce fee to \$3,000 if no parking impacts and building does not need to be valued.
Total Fees:			\$22,500 to \$30,500	\$8,400	

EXCEPTIONS

Tierra does not take exceptions to the City's requirements or clarifications to the requirements.

LITIGATION

Tierra has had no litigation actions within the last three years.

SUSPENSION AND DEBARMENT

Tierra has had no suspension or debarment activities within the last three years.

TO: Public Works Committee
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: November 21, 2024
 SUBJECT: Service Provider Agreement with Cardinal Architecture for the Historic Brewery Tower Project Amendment No. 6

1) Recommended Action:

Place the Sixth Amendment to the Service Provider Agreement with Cardinal Architecture, for the Historic Brewery Tower Project, on the City Council consent calendar on December 3, 2024, with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The City, through Cardinal Architecture P.C., previously completed the Historic Brewery Tower Protection & Renovation Report. The report included a phased strategy and project design for maintaining, preserving, and renovating the City’s historic brewery tower.

The City then solicited Statements of Qualifications for architectural services for the design of the next phase of the project to complete limited renovations. Cardinal Architecture P.C. was selected for the design work that ultimately culminated in completion of the Historic Brewery Tower Renovation Phase I – Roof and Masonry construction project. The construction project included removal of a temporary roof over the fourth and fifth floors, new roof gutters and temporary downspouts, damaged and missing brick replacement, and masonry repairs. The service provider agreement was amended to extend the term for Phase I design services.

In 2020, the service provider agreement was amended again to include scope and fee for the Historic Brewery Tower Renovation Phase II Seismic Improvements project. The Second Amendment increased the not-to-exceed agreement amount to \$312,290 and extended the term of the agreement again. Phase II design services includes schematic design, structural engineering, probable construction costs, construction drawings, and project bid documents. A Third Amendment extended the term of services to December 31, 2023. The Fourth Amendment increased the not-to-exceed agreement amount to \$323,315, added additional scope to update the previous seismic retrofit design to current 2018 International Building Code, and increased the consultant fees. The Fifth Amendment to the Service Provider Agreement extended the term of services only to December 31, 2024.

The sixth amendment to the Service Provider Agreement extends the term of services only to December 31, 2025.

3) Policy Support:

City of Tumwater Strategic Priorities and Goals 2023-2024:

- A. Build a Community Recognized for Quality, Compassion and Humanity.
-

4) Alternatives:

- Request changes to the scope of work.
- Recommend against approval of the amendment.

5) Fiscal Notes:

Funding for the architectural and engineering services to be completed under this Amendment is from the General Government CFP. The City was awarded a \$512,723 Heritage Capital Grant for Phase 2 construction.

6) Attachments:

- A. Sixth Amendment to the Service Provider Agreement for the Historic Brewery Tower Project.

**SIXTH AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
HISTORIC BREWERY TOWER RENOVATION PROJECT**

This Sixth Amendment ("Amendment") is dated effective this _____ day of _____, 20____, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and CARDINAL ARCHITECTURE P.C., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective July 10, 2018, whereby the SERVICE PROVIDER agreed to provide architectural services ("Agreement"). CITY and SERVICE PROVIDER agreed to amend this Agreement with the First Amendment dated July 26, 2019, a Second Amendment dated October 8, 2020, a Third Amendment dated November 30, 2021, a Fourth Amendment dated April 28, 2022, and a Fifth Amendment January 22, 2024.

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement by extending the term of the Agreement.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2025.

Signatures on following page

2. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
CARDINAL ARCHITECTURE
1326 5TH Avenue, Suite 440
Seattle, WA 98101-2628
Tax ID #: 602-708-154
Phone Number: (206) 624-2365

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:_____.

TO: Public Works Committee
 FROM: Bill Lindauer, Engineering Services Manager
 DATE: November 21, 2024
 SUBJECT: Service Provider Agreement with HDR Engineering for Old Highway 99 and 79th Avenue Roundabout Project Amendment No. 1

1) Recommended Action:

Place the First Amendment to the Service Provider Agreement with HDR Engineering, for the Old Hwy 99 & 79th Ave Roundabout Project, on the City Council consent calendar on December 3, 2024, with a recommendation to approve and authorize the Mayor to sign.

2) Background:

In 2016, the City published the 2036 Transportation Master Plan (TMP), which laid out plans for the improvement of Old Highway 99 from 73rd Avenue to 93rd Avenue. The TMP projected the need to widen Old Highway 99 to five lanes. It also prescribed intersection control at 79th Avenue due to inadequate “gaps” in traffic for turning movements. The City has been collecting Transportation Impact Fees for future reconstruction of Old Highway 99. The Old Highway 99 Corridor Study, completed in November 2022, indicated roundabouts are the preferred alternative designs for the intersections within the studied corridor. Of all the intersections studied in the corridor, Old Hwy 99 & 79th Ave Roundabout project should be the first intersection improved due to its current failing level of service. This roundabout project also serves to mitigate traffic concerns related to the planned Operations and Maintenance Facility on Trails End Drive.

The consultant (HDR) scope of work includes design of the Old Highway 99 and 79th Avenue Roundabout in addition to frontage associated with the planned Operations and Maintenance Facility and Trails End Park. The original Service Provider Agreement was executed on April 26, 2023, with an expiration date of December 31, 2024. The not-to-exceed amount of the agreement was \$735,000.

The first amendment to the Service Provider Agreement extends the term of services only to December 31, 2026.

3) Policy Support:

- C. Create and Maintain a Transportation System Safe for All Modes of Travel
 - 1. Implement Capitol Boulevard Plan.
 - F. Refine and Sustain a Great Organization
 - 5. Construct the O&M Facility.
-

4) Alternatives:

- Recommend approval of the amendment as is.
- Request changes to the scope of work.
- Recommend against approval of the amendment.

-
- 5) Fiscal Notes:
Funds for the project include transportation impact fees and a blend of general governmental, water, sewer, and storm utility CFPs as “mitigation” for the planned City Operations and Maintenance Facility on Trails End Drive.
-

- 6) Attachments:
- A. First Amendment to the Service Provider Agreement for the Old Hwy 99 & 79th Ave

From the corridor study: (remove when no longer needed)

7 PHASING PLAN AND COST ESTIMATES

7.1 PROJECT PHASING

We evaluated the corridor and phasing options for improvements along Old Highway 99. We based the phasing options on operational benefit, funding opportunities, and practical project size. First, we gave priority to phases providing more operational benefit. Second, we defined phases based on funding opportunities. Third, we sought to keep the cost for individual phases between \$4M and \$15M (in 2022 dollars). With these considerations in mind, the following phases were determined for the project and their anticipated costs determined.

Figure 7.1 Old Highway 99 Project Phases



7.1.1 Phase 1 – 79th Avenue Roundabout (\$4.9 Million)

For the Project, 79th Avenue fails to provide an acceptable LOS for existing traffic base on the 2020 traffic counts. The construction of a roundabout would alleviate the congestion at this location and raise it to LOS A. Because it is the only intersection that currently has a failing LOS, it is a critical improvement.

The constructed roundabout would have two circulating lanes through the roundabout on Old Highway 99 and then taper to one lane to match the roadway section on both sides of the proposed roundabout. 79th Avenue would tie into the roundabout with one lane going in both directions. A 10-foot sidewalk would be constructed on the east side of the roadway and a 10-foot sidewalk would be constructed on the west side, providing opportunities for bicycles to exit

B. Roundabout Project

**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
OLD HWY 99 AND 79TH AVE ROUNDABOUT**

This First Amendment ("Amendment") is dated effective this _____ day of _____, 20____, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and HDR ENGINEERING INC., a Nebraska corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective April 26, 2023, whereby the SERVICE PROVIDER agreed to provide Civil Engineering services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement by extending the term of the Agreement.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2026.

Signatures on Following Page

2. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
HDR ENGINEERING, INC.
Address: 905 Plum Street SE, Ste. 200
Olympia, WA 98501
Tax ID #: 601-021-437
Phone Number: 360-570-4400

Debbie Sullivan
Mayor

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

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON
COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)
Notary Public in and for the State of Washington
My appointment expires _____