



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

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

**Thursday, February 19, 2026
11:00 AM**

1. Call to Order
2. Roll Call
3. Approval of Minutes: Public Works Committee, January 8, 2026, and January 22, 2026
4. Service Provider Agreement with Gray & Osborne for the Well 15 Aeration and Design Project (Water Resources & Sustainability Department)
5. Final Acceptance of Work with A&D Enterprises for the Antsen Sewer Project (Transportation & Engineering Department)
6. Final Acceptance of Work with Miles Resources for the Israel Road Pedestrian and Bike Project (Transportation and Engineering Department)
7. Fiber Optic Cabling Agreement with Washington State Department of Transportation Amendment No. 17 (Transportation & Engineering Department)
8. Additional and Future Agenda Items
9. 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/81795846631?pwd=jiehtPpiqGHy5FIZfAMcGKmTKnUSaE.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 817 9584 6631 and Passcode 312719.

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: <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.

MEETING MINUTES

TUMWATER PUBLIC WORKS COMMITTEE
January 8, 2026



CONVENE: 8:00 a.m.

PRESENT: Chair Eileen Swarthout and Councilmembers Angela Jefferson and Meghan Sullivan

Staff: Transportation & Engineering Director Brandon Hicks, Engineer Ryan Blaser, Water Resources & Sustainability Program Director Patrick Soderberg, City Attorney Karen Kirkpatrick, Assistant City Administrator Kelly Adams, City Engineer Bill Lindauer, Senior Engineer Joseph Norman, Water Resources & Sustainability Deputy Director Tyle Zuchowski, Finance Director Troy Niemeyer, Water Resources & Sustainability Director Dan Smith, Administrative Assistant Kelly Quiroz

APPROVAL OF MINUTES: Councilmember Jefferson moved, seconded by Councilmember Swarthout, to approve the minutes of December 4, 2025 as presented. A voice vote approved the motion.

SERVICE PROVIDER AGREEMENT WITH HDR ENGINEERING FOR THE TUMWATER BOULEVARD NORTHBOUND I-5 ON/OFF RAMP INTERSECTION- AMENDMENT NO. 1: Engineer Blaser explained that the purpose of this amendment is to authorize HDR Engineering to start Phase 2 of the project, which is to design the Southbound Roundabout Design. The design cost for this phase adds \$113,183 to the original service provider agreement, bringing the total not-to-exceed amount to \$929,636. Councilmember Jefferson asked for clarification on the location of the project and the timeline. Engineer Blaser replied that the design will finish around mid-year, and construction will begin around the end of the year or early 2027, and Phase III (the bridge widening) will not begin for another ten years approximately.

MOTION: Councilmember Jefferson moved, seconded by Councilmember Swarthout, to place the Service Provider Agreement Amendment No. 1 with HDR Engineering for the Tumwater Boulevard Northbound I-5 On-Off Ramp Intersection on the January 20, 2026, Consent Calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously. Councilmember Sullivan had to abstain from voting because of a conflict of interest with HDR Engineering.

ADDITIONAL ITEMS: There were no additional items.

ADJOURNMENT: With there being no further business, Chair Swarthout adjourned the meeting at 8:11am

Prepared by Kelly Quiroz, Administrative Assistant

MEETING MINUTES

TUMWATER PUBLIC WORKS COMMITTEE
JANUARY 22, 2026



CONVENE: 8:00 a.m.

PRESENT: Chair Eileen Swarthout and Councilmembers Meghan Sullivan and Angela Jefferson

Staff: Assistant City Administrator Kelly Adams, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Transportation and Engineering Director Brandon Hicks, Water Resources & Sustainability Director Dan Smith, Water Resources & Sustainability Deputy Director Tyle Zuchowski, City Engineer Bill Lindauer, Fire Chief Brian Hurley, Deputy Fire Chief Shawn Crimmins, Water Resources & Sustainability Program Manager Patrick Soderberg, Facilities Manager Chris Graham, Construction Engineer Colby Fletcher, Sustainability Manager Alyssa Jones Wood, Capitol Projects Manager Jeff VerHey, Water Resources Specialist Dave Kangiser, Community Engagement Specialist Marnie McGrath, and Administrative Assistant Bonnie Hale

SELECTION OF COMMITTEE CHAIR: Councilmember Swarthout nominated Councilmember Angela Jefferson to serve as Chair of the Public Works Committee.

No other nominations were offered.

VOTE OF AFFIRMATION: Through a unanimous vote, Councilmember Swarthout was elected to serve as Chair of the Tumwater Public Works Committee during 2026 and 2027.

CHANGE OF COMMITTEE MEETING TIME: Councilmember Swarthout moved, seconded by Councilmember Sullivan to change the official committee meeting time from 8:00am to 11:00am every first and third Thursday of the month following the regular Council meeting.

RESOLUTION NO. R2026-002, THURSTON COUNTY HAZARDOUS WASTE MANAGEMENT PLAN:

Manager Jones Wood introduced Thurston County staff member Kimberly Graham who outlined the Hazardous Waste Management Plan revisions from the previous 2014 version which will be adopted by the City with Resolution No. R2026-002. Most of changes were to update population and demographics data and to address code references that haven't been updated since 2014. Educational information on the proper handling and management of used oil was also added as a new section in the plan.

MOTION:

Councilmember Swarthout moved, seconded by Councilmember Sullivan to place Resolution No. R2026-002 Thurston County Hazardous Waste Management Plan on the February 3, 2026, consent calendar with a recommendation for Council to adopt.

PROJECT REVIEW REIMBURSEABLE AGREEMENT WITH WSDOT FOR THE TROSPER ROAD INTERCHANGE PROJECT AMENDMENT NO. 2:

Engineer Fletcher presented on the original estimated costs for warranty inspections and project closeout, totaling \$25,000.00 with Washington State Department of Transportation (WSDOT) for the Trospers Road interchange project. Additional costs have been identified in the amount of \$11,250.00, which with Amendment No. 1 brings the total estimated amount for warranty inspections and project closeout costs to \$105,000.00. This amount is over the 25% exceedance allowance requiring Council approval.

MOTION:

Councilmember Sullivan moved, seconded by Councilmember Jefferson to place the Project Review Reimbursable Agreement with WSDOT for the Trospers Road Interchange Project Amendment No. 2. on the February 3, 2026, Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2025-2027 STORMWATER CAPACITY GRANT AGREEMENT WITH THE DEPARTMENT OF ECOLOGY:

Specialist Kangiser presented on the 2025-2027 Capacity Grant agreement with the Department of Ecology, which awards the City \$120,000.00 to fund activities, programs and NPDES Permit requirements.

MOTION:

Councilmember Sullivan moved, seconded by Councilmember Jefferson to place the 2025-2027 Stormwater Capacity Grant Agreement with the Department of Ecology on

the February 3, 2026, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

**RESOLUTION NO.
R2026-001,
UPDATING THE
GREENHOUSE GAS
EMISSION
REDUCTION
TARGETS:**

Manager Jones Wood presented Resolution No. R2026-001, which would update the City’s current greenhouse gas emission reduction goals to align with the newly implemented Climate Element of the Tumwater Comprehensive Plan and the Thurston Climate Mitigation Plan as well as other future actions affecting these targets.

MOTION:

Councilmember Sullivan moved, seconded by Councilmember Jefferson to place Resolution No. 2026-001, Updating the Greenhouse Gas Emission Reduction Targets on the February 3, 2026, City Council consideration calendar with a recommendation to adopt.

**PURCHASE
AGREEMENT WITH
CHAMPION HOMES
CENTER FOR THE T-2
FIRE STATION
TEMPORARY
HOUSING:**

Manager Graham presented a purchase agreement with Champion Homes Center for the T-2 Fire station temporary housing. The current project will provide temporary housing for firefighters at the City’s T-2 fire station during ongoing renovations at the fire station housing quarters. Champion Homes Center will provide a modular housing structure suited and designed to the department’s temporary needs.

MOTION:

Councilmember Jefferson moved, seconded by Councilmember Sullivan to place the Purchase Agreement with Champion Homes Center for the T-2 Fire Station Temporary Housing on the February 3, 2026, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

ADJOURNMENT:

With there being no further business, Chair Jefferson adjourned the meeting at 8:41 a.m.

Prepared by Bonnie Hale, Administrative Assistant

TO: Public Works Committee
 FROM: Carrie Gillum, Senior Water Resources Specialist
 DATE: February 19, 2026
 SUBJECT: Service Provider Agreement with Gray & Osborne for the Well 15 Aeration Design Project

1) Recommended Action:

Place the Service Provider Agreement with Gray & Osborne for the Well 15 Aeration Design Project on the March 3, 2026, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

A 2022 corrosion control study determined additional water treatment was necessary for the city's Port Wellfield to meet state regulations. The Washington State Department of Health (WADOH) approved the city's request to use aeration treatment for the wellfield and requires completion of designs and construction by July 29, 2026. WADOH is aware the city will request an extension given the fairly short timeline.

The full project will include replacement of the existing structure for an earthquake-resilient building, technology upgrades, and auxiliary power for continued operation during emergencies. When complete, this project improves overall water quality and system resiliency; Well 15 is the water system's second largest producing well. In October 2025, the city advertised a request for qualifications to complete the design of the treatment system and facility upgrades. Three consulting firms responded; Gray & Osborne Inc. was selected for the project.

3) Policy Support:

- All water systems serving residential and transient populations over 50,000 must demonstrate optimal corrosion control (WAC 246-290-300 and 40 CFR 141(E)(I)).
- Washington Department of Health letter dated August 1, 2024, Subject: City of Tumwater Water System, ID #89700Q, Thurston County; Corrosion Control Study, ODW Project #22-1201, **APPROVAL** Requirement

4) Alternatives:

- Request changes to the service provider agreement.
- Water quality improvements are required; however, elements related to resiliency may be modified, rescheduled, or removed.

5) Fiscal Notes:

The cost of design by Gray and Osborne is not expected to exceed \$368,000; construction costs will be estimated during design. The project was authorized in the 2026-2031 Water Capital Facilities Plan (WA-6). Council approved \$1,500,000 for the project, including construction, in the FY25-26 Water Utility Fund budget. The funding request will be refreshed for the FY267-28 biennium.

6) Attachments:

A. Agreement with Gray & Osborne for the Well 15 Aeration and Design Project

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

WELL 15 AERATION FACILITY DESIGN

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20___, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and Gray & Osborne Inc., a Washington for-profit 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 January 1, 2026, and shall be completed no later than December 31, 2026. 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 **THREE HUNDRED SIXTY EIGHT THOUSAND AND 00/100 DOLLARS (\$368,000.00)** as reflected in Exhibit "B", Scope and Estimated Cost.

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

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

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the

discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S

indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

8. INSURANCE.

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

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

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

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

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

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

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. “

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

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. 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 “C”.

F. 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.

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington. If the contract is with Thurston County, add “or in the superior court of either of the two nearest judicial districts as determined pursuant to RCW 36.01.050.”

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:
GRAY & OSBOURNE INC.
1130 Rainier Avenue South, Suite 300
Seattle, WA 98144
UBI No. 600-087-923
Phone No. 206-284-0860

Leatta Dahlhoff
Mayor

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

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Notary Required for Service Provider Only
STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____(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

SCOPE OF WORK

CITY OF TUMWATER WELL 15 AERATION FACILITY DESIGN

PROJECT OVERVIEW

The City of Tumwater would like to construct a new packed tower aeration facility to treat water from Port Well 15. The treatment system will remove dissolved carbon dioxide from the well water to increase the pH from approximately 6.8-7.0 to 7.8-8.0. The treatment system will be located at the Port Well 15 site. The City would like the treatment facility to be sized to accommodate flow from Well 15 initially and flow from other wells in the area in the future for a total capacity of approximately 2,500 gpm. As part of this project, the City would also like to improve the Well 15 building and potentially upgrade the chlorination equipment to an on-site hypochlorite generation system. Anticipated project components include the following:

1. Construction of a packed tower aeration facility. Facility should be capable of treating 750 gpm initially and be expandable to treat 2,500 gpm in the future. Facility will include:
 - a. Packed tower(s);
 - b. Blower(s);
 - c. Clearwell for finished water;
 - d. Booster pumps to convey water from the clearwell to the distribution system;
 - e. Associated site piping to connect to existing facilities;
 - f. Auxiliary generator;
 - g. Associated instrumentation, telemetry and control.
2. Modifications to the well pump to pump through the packed tower efficiently.
3. Installation of a new on-site sodium hypochlorite generation facility.
4. Construction of a new CMU Blower Building for the well, chlorination equipment, and the associated mechanical and electrical equipment.
5. Complete associated sitework (including fencing) and restoration of disturbed areas.

Gray & Osborne proposes to provide the following engineering services to assist the City with completion of this project.

Task 1 – Provide Project Management

Provide project management services during the design of the project. This task will include coordinating and managing the schedule and budget for the project team. The City will be provided with budget updates and invoices on a monthly basis. This task will also include monthly project check-in meetings.

Task 2 – Data Collection and Review

This task will include the following:

- A. Review existing reports and data that have been previously developed for the project.
- B. Meet with City engineering and operations and maintenance staff to discuss goals, concerns, and issues regarding the project.
- C. Visit the proposed site to review existing site conditions and site constraints.
- D. Complete topographic survey of the site to identify locations of existing surface features and available utilities in order to create a project base map. Note the location of existing property lines and easements on the base map.
- E. If sufficient existing geotechnical data is not available for the site, we will have our subconsultant, PanGEO, Inc., complete a geotechnical investigation for the site. This task will be an optional task if needed.
- F. If a cultural resources investigation is required, it will be completed by a subconsultant. A placeholder has been included for this optional task if required.

Task 3 – Prepare a Predesign Report

Prepare a Predesign Report for the project including the following tasks:

- A. Identify key design issues and evaluate project alternatives. Key design issues that we would evaluate would include the following:
 - 1. Hydraulic Loading
 - 2. Target Air to Water Ratio

3. Packing Height
 4. Packing Material
 5. Number of Tower Units
 6. Tower Material
 7. Number of Blowers
 8. Size of Blowers (Air Flow, Pressure, and Horsepower)
 9. Type of Clearwell (integral or building in place)
 10. Considerations for Initial and Future Flow Rates
 11. System Hydraulics and Impact on Existing Well Pump Output
 12. Installing Blowers in a Building vs. in Outdoor Enclosure
 13. Tower Cleaning Provisions
 14. Power Supply Requirements, including Back-up Power
 15. Instrumentation, Telemetry and Control Provisions
 16. Tower Accessories for Access and Maintenance
- B. Develop preliminary design criteria for the aeration facility, well modifications, chlorination equipment, and booster pumps.
- C. Develop preliminary site and building layouts.
- D. Develop preliminary cost estimates for the project and alternatives.
- E. Prepare a Predesign Report for the project meeting the requirements of WAC 246-290-110.

Task 4 – Complete Engineering Design

Complete civil, structural, electrical, and mechanical engineering design of the project. This task includes completing the engineering analysis and calculations necessary to complete the design. This task also includes preparation of detailed plans, specifications, and cost estimates to adequately describe the work for a public works contractor. Gray & Osborne will provide the following services to complete this task.

- A. Prepare 60 Percent Submittal

Prepare 60 percent plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format with City provided General Conditions, proposal, agreement, and bond forms. 60 percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with the City to review any comments.

B. Prepare 90 Percent Submittal

Prepare 90 percent plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format with City provided General Conditions, proposal, agreement, and bond forms. 90 percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with the City to review any comments.

C. Prepare Final Submittal

Prepare final plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Final plans, specifications, and cost estimates will be submitted to the Agencies for regulatory approval and will be distributed to contractors.

Task 5 – Provide Permitting Assistance

Coordinate with the various permitting agencies and prepare the required permit applications for the project. Anticipated permit applications include the following:

- A. Department of Health Project Approval
- B. SEPA
- C. City of Tumwater Site Development Permit and Building Permit
 - 1. Feasibility
 - 2. Pre-Application
 - 3. Formal Submittal
- D. ORCAA new source permit

We understand that the City will take the lead with the City permits and G&O will provide supporting documentation. Permit application and review fees have not been included in this scope of work. It has been assumed that these will be paid directly by the City.

Task 6 – Complete QA/QC Review

Conduct Quality Assurance/Quality Control reviews of the Pre-Design Report, 60 percent submittal, 90 percent submittal, and final submittal for the project.

Task 7 – Attend Meetings and Site Visits

Attend meetings with City staff during development of the plans and specifications to discuss project issues and review draft deliverables. Complete site visits to verify site conditions. One in-person meeting and three virtual meetings have been assumed.

- Kickoff Meeting
- Pre-Design Report Review Meeting
- 60% Design Review Meeting
- 90% Design Review Meeting

Task 8 – Provide Bid and Award Assistance

Provide bid and award assistance for the project. Services will include:

- A. Participate in pre-bid walkthrough.
- B. Respond to contractor inquiries and prepare of addenda as necessary.
- C. Assist with review of bids, if requested by City.

BUDGET

Based on the Scope of Work described above, the total estimated cost for engineering services is as shown in the attached Exhibits B.

SCHEDULE

The anticipated schedule of work is as follows:

Notice to Proceed	December 15, 2025
Complete Predesign Report	April 13, 2026
Complete 60 Percent Design.....	June 15, 2026
Complete 90 Percent Design.....	August 10, 2026
Final Design	October 12, 2026

DELIVERABLES

Deliverables will be provided in the following format:

- Draft Predesign Report – one pdf.
- Final Predesign Report – one pdf.
- 60 Percent Plans, Specifications, and Cost Estimate – one pdf.

- 90 Percent Plans, Specifications, and Cost Estimate – one pdf.
- Final Plans, Specifications, and Cost Estimate – one pdf.
- Permit Applications – one pdf.

ASSUMPTIONS

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

EXHIBIT B
ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

CITY OF TUMWATER - WELL 15 AERATION FACILITY DESIGN

Tasks	Principal Hours	Project Mgr. Hours	Project Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Building System. Eng. Hours	Engineer-in-Training Hours	Envir. Technician Hours	CADD Tech. Hours	PLS Hours	Survey Crew Member Hours
1 Provide Project Management	8	16									
2 Data Collection and Review	4	8	8				8		8	4	16
3 Prepare a Predesign Report	8	24	60	4	8	4	60		40		
4 Complete Engineering Design											
A. Prepare 60 Percent Plans, Specifications and Cost Estimate	8	24	80	24	16	16	80		160		
B. Prepare 90 Percent Plans, Specifications, and Cost Estimate	8	24	80	40	120	40	80		240		
C. Prepare Final Plans, Specifications and Cost Estimate	4	12	40	16	80	20	40		100		
5 Provide Permitting Assistance		4	4	8	4	4	8	16	8		
6 Complete QA/QC Review	24	16	16	8	16	4	16				
7 Attend Meetings and Site Visits	8	16	16		8		8				
8 Provide Bid and Award Assistance	2	8	8	2	2	2	8		8		
Hour Estimate:	74	152	312	102	254	90	308	16	564	4	16
Fully Burdened Billing Rate Range:*	\$170 to \$270	\$170 to \$270	\$150 to \$210	\$120 to \$245	\$120 to \$245	\$120 to \$245	\$110 to \$180	\$100 to \$190	\$70 to \$190	\$140 to \$220	\$80 to \$160
Estimated Fully Burdened Hourly Rates:	\$270	\$260	\$210	\$190	\$225	\$190	\$140	\$150	\$130	\$205	\$145
Labor Cost:	\$19,980	\$39,520	\$65,520	\$19,380	\$57,150	\$17,100	\$43,120	\$2,400	\$73,320	\$820	\$2,320

Total Fully Burdened Labor Cost:	\$ 340,630
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 497
Printing	\$ 500
Subconsultant:	
Geotechnical (PanGEO, Inc.)	\$ 18,975
Cultural Resources	\$ 5,000
Subconsultant Overhead (10%)	\$ 2,398
TOTAL ESTIMATED COST:	\$ 368,000

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

TO: Public Works Committee
FROM: Colby Fletcher, Engineer III
DATE: February 19, 2026
SUBJECT: Final Acceptance of Work with A&D Enterprises for the Antsen Sewer Project

1) Recommended Action:

Place the Final Acceptance of Work with A&D Enterprises for the Antsen Sewer Project on the March 3, 2026 City Council consent calendar with a recommendation for the Mayor to accept the project as complete and authorize the release of the performance bond as soon as the laws of the state of Washington allow.

2) Background:

Staff developed the Antsen Sewer Project to correct issues caused by competing sanitary sewer lift stations. The project addressed these issues by constructing a new sanitary sewer force main.

The Public Works contract with the low bidder, A&D Enterprises LLC, was signed on May 21, 2025, for \$321,136.99. Work on this project is now complete; the final contract total is \$305,555.37.

3) Policy Support:

Strategic Priorities and Goals 2026-2032:

Be a Leader in Environmental Health and Sustainability

4) Alternatives:

Do not accept the project as complete and direct staff to pursue alternative actions(s).

5) Fiscal Notes:

Funding for the project came from the Sewer Fund.

6) Attachments:

A. Antsen Sewer Vicinity Map

SAPP RD

ANTSEN ST

38TH AVE

CHAPPAREL DR

NEW 6" PVC SEWER
FORCE MAIN
1,400 FT



TO: Public Works Committee
 FROM: Colby Fletcher, Engineer III
 DATE: February 19, 2026
 SUBJECT: Final Acceptance of Work with Miles Resources for the Israel Road Pedestrian and Bike Project

1) Recommended Action:

Place the Final Acceptance of Work with Miles Resources for the Israel Road Pedestrian and Bike Project on the March 3, 2026 City Council consent calendar with a recommendation for the Mayor to accept the project as complete and authorize the release of the performance bond as soon as the laws of the state of Washington allow.

2) Background:

This project focused on multi-modal improvements on Israel Road from Linderson Way to Capitol Boulevard to include a segment of Linderson Way south of Israel Road. The project included asphalt pavement resurfacing and repair of areas of significant pavement distress. Utility patching that was completed during the recent water main project was resurfaced.

This project did not widen the existing roadway; however, the pavement marking on the road was revised to provide six-foot-wide bike lanes by narrowing the thru lanes to ten feet wide with an eleven foot two-way-left turn lane. To enhance pedestrian safety, sidewalk ramps and driveways were reconstructed to meet current ADA requirements. The pedestrian crossing at New Market, adjacent to the library, was upgraded with a central refuge island and rectangular flashing crossing beacons. A pedestrian crossing was added between 6th Avenue and the Fire station. As part of the project, the roadway was restriped, and roadway signage was replaced as required.

The Public Works contract with the low bidder, Miles Resources, was signed on August 5, 2024, for \$1,963,723.00. Work on this project is now complete; the final contract total is \$2,004,572.17.

3) Policy Support:

2026-2032 Strategic Priorities & Goals
 Create and Maintain a Transportation System Safe for All Modes of Travel – Bike and Pedestrian System Improvements.

4) Alternatives:

Do not accept the project as complete and direct staff to pursue alternative actions(s).

5) Fiscal Notes:

This project is funded in part by two federal grants totaling \$903,700, administered and

awarded by Thurston Regional Planning Council. Local funding match comes from the TBD and Transportation CFP.

6) Attachments:

A. Vicinity Map

LEGEND

-  Newly Paved Streets
-  Pedestrian Island Upgrades
-  Pedestrian Signals
-  Sidewalk & Curb Ramps



TO: Public Works Committee
FROM: Jeff Cook, Assistant Director for Transportation & Engineering
DATE: February 19, 2026
SUBJECT: Fiber Optic Cabling Agreement with Washington State Department of Transportation Amendment No. 17

1) Recommended Action:

Place the Fiber Optic Cabling Agreement with the Washington State Department of Transportation (WSDOT) on the March 3, 2026 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

On July 11, 2005, the City of Tumwater and WSDOT executed an Interlocal Agreement (Contract No. DP01076) for Fiber Optic Cabling. Preservation of this Interlocal Agreement is critical to the success of the City's day-to-day operations, as the fiber optic system provides shared services relied upon by Police, Fire & EMS, IT, and Golf. Amendment No. 17 agrees to extend the term of this Agreement for twenty (20) years through July 10, 2045, unless otherwise terminated by either party. All other provisions and exhibits of the Agreement will remain in full force and effect.

3) Policy Support:

Strategic Priorities and Goals 2026-2027:
C. Create and Maintain a Transportation System Safe for All Modes of Travel.

4) Alternatives:

Do not approve Interlocal Agreement Amendment No. 17 and terminate the City's shared fiber optic services.

5) Fiscal Notes:

6) Attachments:

A. Amendment No. 17
B. Amendment No. 16

Contract No. DP01076

Washington State Department of Transportation

Amendment No. 17

This is AMENDMENT No. 17 (**Amendment**) to that certain Agreement entitled Fiber Optic Cabling, No. DP01076, dated July 11, 2005, between the Washington State Department of Transportation (“WSDOT”) and the City of Tumwater (“City”).

RECITALS

- A. WSDOT and City entered into Agreement DP01076, dated July 11, 2005, which provides for the installation and maintenance of fiber optic cabling.
- B. Section 8 “Term” of the Agreement allows for extensions of this Agreement.
- C. WSDOT and City desire to amend the Agreement to extend the term of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. **Definitions.** All capitalized terms used herein but not defined herein have the respective meanings set forth in the Agreement or, if not defined in the Agreement, have their ordinary and usual meaning. All Section and Exhibit references herein are to the Sections and Exhibits of the Agreement unless otherwise stated.
- 2. Pursuant to Section 8, “**Term,**” the parties agree to extend the term of this Agreement for twenty (20) years through July 10, 2045, unless otherwise terminated by either party.
- 3. **Effective Date.** The effective date of this amendment shall be July 11, 2025, regardless of the last signature date.
- 4. **Affect on Other Provisions.**
 - 4.1 All other provisions and exhibits of the Agreement remain in full force and effect and are not altered or affected in any way unless specifically modified herein.

4.2 The provisions of the Agreement, as modified by this Amendment, shall apply equally to any and all other provisions in the Agreement as though the modified provisions were original, but all of which together shall constitute one and the same instrument.

5. Counterparts.

This Amendment may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Amendment signed by each party, for all purposes.

6. Electronic Signatures

A signed copy of this contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this contract or such agreement amendments for all purposes.

