



CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA

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

Tuesday, June 16, 2026
7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Flag Salute**
4. **Special Items:**
 - [a.](#) Proclamation: Juneteenth, June 19, 2026
 - [b.](#) Swearing in of Police Chief (Executive Department)
5. **Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
6. **Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council Work Session, May 26, 2026
 - [b.](#) Payment of Vouchers (Finance Department)
 - [c.](#) Intergovernmental Agreement with Department of Natural Resources for Forestland Response (Public Health and Safety Committee)
 - [d.](#) Supplemental Agreement No. 3 with Tierra ROW for the X Street Roundabout project (Public Works Committee)
 - [e.](#) Service Provider Agreement Amendment No. 2 with RH2 Engineering, Inc. for the Southeast Water Reservoir Design project (Public Works Committee)
 - [f.](#) Professional Services Agreement with Gray and Osborne for design of the Troser Road Sewer Extension Project (Public Works Committee)
 - [g.](#) Project Prospectus with Washington State Department of Transportation for the X Street Roundabout project (Public Works Committee)
 - [h.](#) Project Prospectus with Washington State Department of Transportation for the Deschutes Valley Trail project (Public Works Committee)
 - [i.](#) Reappointment of Shane Harrington and Charlie Schneider to the Board of Parks and Recreation Commissioners (Administrative Services Department)
7. **Council Considerations:**
 - [a.](#) Timberland Regional Library Agreement Amendment 2 (Executive Department)

[b.](#) Economic Development Quarterly Update (Executive Department)

- 8. Mayor/City Administrator's Report
- 9. Councilmember Reports
- 10. Any Other Business
- 11. Adjourn

Hybrid Meeting Information

The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

https://us02web.zoom.us/j/84197318505?tk=C29NvsgQPsDZ3tBxRYhHmeJtdcMgAJgNuIV4n--pC0E.DQkAAAATmo0faRZCcUItU3lzSFRoNmXjaEcxdzdrWE5RAAA&pwd=Tw9zHnKnPbMrKWNg6n6u3vYh8trIta.1&uuid=WN_0JBkv1R6RnGT_vGaqo1-lq

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 841 9731 8505 Passcode 756897.

Public and Written Comment

Attend in person to give public comment or register by 5:00 p.m. the day of the meeting to provide public comment using the web-based meeting platform:

https://us02web.zoom.us/webinar/register/WN_0JBkv1R6RnGT_vGaqo1-lq

After registering, you will receive a confirmation email with a login to join the online meeting.

As an alternative, prior to the meeting, the public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. on the day of the meeting. Comments are submitted directly to the Mayor and City Councilmembers 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.municodemetings.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.

TO: City Council
FROM: Brittaney McClanahan, Executive Assistant
DATE: June 16, 2026
SUBJECT: Proclamation: Juneteenth, June 19, 2026

1) Recommended Action:
Informational Only.

2) Background:
June 19, 2026, is Juneteenth. Tumwater Equity Commissioner Tina Crary will be accepting the proclamation.

3) Policy Support:
Vision, Mission, Values
Partnership: We work in partnership with residents, businesses, community organizations, and governments to address challenges and advance shared goals.

4) Alternatives:
 None

5) Fiscal Notes:
Proclamations have no fiscal impact.

6) Attachments:
A. Proclamation

Proclamation

WHEREAS, our country is made up of people from every nation on earth, who are declared equal not only in freedom but also in justice, both of which are essential for a healthy human civilization; and

WHEREAS, on January 1, 1863, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as slaves “shall be then, thenceforward, and forever free”. The Emancipation Proclamation made the permanent abolition of slavery and provided the legal framework for the emancipation of nearly four million slaves in states that had seceded from the United States; and

WHEREAS, on June 19, 1865, nearly nine decades after our Nation’s founding, and more than two years after President Lincoln signed the Emancipation Proclamation, enslaved African Americans in Galveston, Texas, finally received word that they were free; and

WHEREAS, celebration of Juneteenth began June 19, 1866, with parades, cookouts, prayer gatherings, musical performances and historical cultural readings. As freed families emigrated away from Texas, they carried the Juneteenth celebration with them, commemorating Juneteenth with celebrations across the country; and

WHEREAS, Juneteenth is a day of profound significance. Slavery has left a catastrophic and unrelenting legacy of trauma for generations of African Americans. Also known as Freedom Day, Jubilee Day, Liberation Day, and Emancipation Day, Juneteenth is a holiday that celebrates the emancipation of slavery and a day that reminds us of our incredible capacity to heal, hope, and emerge from our darkest moments with purpose, resolve, and unity.

NOW THEREFORE, I, Leatta Dahlhoff, Mayor of the City of Tumwater, do hereby proclaim

June 19, 2026

Juneteenth

and I call on the people of Tumwater to join together on Juneteenth, to reflect on the past, to commit together to continue to eradicate systemic racism, to look to the future, and to work each day to lift each other up for collective prosperity and liberty.

Signed in the City of Tumwater, Washington, and recognized on this 16th day of June in the year, two thousand twenty-six.

Leatta L Dahlhoff

Leatta Dahlhoff

Mayor



TO: City Council
FROM: Paul Simmons, City Administrator
DATE: June 16, 2026
SUBJECT: Swearing in of Police Chief

1) Recommended Action:

No action is needed.

2) Background:

On June 2, 2026, the City Council confirmed Carlos Quiles' appointment as Police Chief. He will be sworn in today.

3) Policy Support:

City of Tumwater Mission, Vision, Values

The recommendations support the council priority of "Tumwater Excellence" to refine and sustain a great organization.

4) Alternatives:

N/A

5) Fiscal Notes:

N/A

6) Attachments:

A. None

MEETING MINUTES



TUMWATER CITY COUNCIL WORK SESSION
May 26, 2026

CONVENE: 6:00 p.m.

PRESENT: Mayor Leatta Dahlhoff and Councilmembers Peter Agabi, Joan Cathey, Angela Jefferson, Meghan Sullivan, Eileen Swarhout, Kelly Von Holtz and Brandon Weedon.

Staff: City Administrator Paul Simmons, City Attorney Karen Kirkpatrick, Fire Chief Brian Hurley, Information Technology Director Lance Inman, Transportation & Engineering Director Brandon Hicks, Communication Director Jason Wettstein, Parks & Recreation Director Chuck Denney, Water Resources & Sustainability Director Dan Smith, and Deputy City Clerk Tracie Core.

Others: Artisan Group Senior Architect Lindsey Barronian and Group Principal Architect Tessa Bradley.

CITY HALL SPACE PLANNING: Administrator Simmons gave some history on the current City Hall and the challenges and needs for a larger building to accommodate employees and other vital needs such as a wellness room, more meeting rooms and adequate parking. He introduced Senior Architect Barronian and Principal Architect Bradley from the Artisans Group who gave a presentation on future location planning options for City Hall. They provided four options sharing the benefits and challenges of each option:

- Option A - \$/\$\$\$\$ - The Incremental Approach
- Option B - \$\$\$\$ - New city Hall Building
- Option C - \$\$\$\$ - New Police Station
- Option D - \$\$ - Scalable Investment

After a period of discussion, a poll was taken from Councilmembers who unanimously chose option D to move forward with to determine what will be the best option for a new City Hall.

**MAYOR/CITY
ADMINISTRATOR'S
REPORT:**

Mayor Dahlhoff and Administrator Simmons gave no report.

ADJOURNMENT:

With there being no further business, Mayor Dahlhoff adjourned the meeting at 7:07 p.m.

Prepared by Tracie Core, Deputy City Clerk

TO: City Council
FROM: Doug Sampson, Accounting Technician
DATE: June 16, 2026
SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- May 29, 2026, payment of Eden vouchers 175006 to 175009 in the amount of \$946.36; payment of Enterprise vouchers 190226 to 190271 in the amount of \$721,678.34 and electronic payments 907214 to 907237 (907234 & 907235 Voided) in the amount of \$139,889.60
- June 5, 2026, payment of Eden vouchers 175010 to 175020 in the amount of \$2,346.15; payment of Enterprise vouchers 190272 to 190331 in the amount of \$1,034,850.25 and electronic payments 907238 to 907250 in the amount of \$41,412.84

2) Background:

The City pays vendors monthly for purchases approved by all departments. The Finance Director has reviewed and released the payments as certified on the attached Exhibit(s). The full voucher listings are available upon request from the Finance Manager. The most significant payments* were:

Vendor		
Active Construction, Inc	471,785.53	PE#4 2 nd Ave PED & Bike
RH2 Engineering, Inc	52,133.03	SE Reservoir through April 26, 2026
Shea Carr & Jewell, Inc	118,188.18	DVT 3/28/26 – 5/1/26
Artisans Group Architecture	20,485.00	City Hall & Lodge planning 4/27/26 – 5/17/26
Nisqually Indian Tribe	22,666.52	Inmate Incarcerations, April 2026
Solid Waste Systems, Inc	483,930.30	2025 Schwarze/Peterbilt 220 Sweeper Storm/Ops w/TI
Tumwater 70 th Ave, LLC	361,368.76	Septic to Sewer Willkommen 26 Q1

* Includes vouchers in excess of \$20,000, excluding routine utility payments.

3) Policy Support:

- Strategic Priorities & Goals 2026-2032: Tumwater Excellence – Be good stewards of public funds by following sustainable financial strategies.

4) Alternatives:

- Ratify the vouchers as proposed.

- Develop an alternative voucher review and approval process.
-

5) Fiscal Notes:
The vouchers are for appropriated expenditures in the respective funds and departments.

6) Attachments:

- A. Exhibit A – Payment of Vouchers – Review and Approval
- B. Exhibit B – Payment of Vouchers – Review and Approval

EXHIBIT "A"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Enterprise ERP

Voucher/Check Nos 190226 through 190271 in the amount of \$721,678.34

Electronic payment Nos 907214 through 907237 "Nos 907234, 907235 voided" in the amount of \$139,889.60

Eden

Voucher/Check Nos 175006 through 175009 in the amount of \$946.36

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 05/29/2026

EXHIBIT "B"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Enterprise ERP

Voucher/Check Nos 190272 through 190331 in the amount of \$1,034,850.25

Electronic payment Nos 907238 through 907250 in the amount of \$41,412.84

Eden

Voucher/Check Nos 175010 through 175020 in the amount of \$2,346.15

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 06/05/2026

TO: City Council
 FROM: Brian Hurley, Fire Chief
 DATE: June 16, 2026
 SUBJECT: Intergovernmental Agreement with Department of Natural Resources for Forestland Response

1) Recommended Action:

Authorize the Mayor to sign the Intergovernmental Agreement with Department of Natural Resources for Forestland Response.

The agreement was recommended for approval on the consent calendar at the June 9, 2026 Public Health and Safety Committee meeting.

2) Background:

The purpose of this agreement is to provide for mutual assistance and cooperation in the control and suppression of forestland fire in and around the city. The agreement provides for Tumwater to assist DNR with properties that are considered forestland, and for DNR to assist Tumwater for assistance with any wildfire in Tumwater. The agreement also provides for reimbursement for the city when supporting wildland fire suppression outside of Tumwater’s boundaries when requested by DNR.

This agreement replaces a substantially similar agreement that expired in 2024 and was extended by amendment one time for 2025. This agreement will run through May 31, 2030.

3) Policy Support:

Focus Area: Health and Safety

Goal Statement: Provide and sustain quality public safety services.

4) Alternatives:

None

5) Fiscal Notes:

None

6) Attachments:

A. Intergovernmental agreement with Department of Natural Resources for Forestland Response



FORESTLAND RESPONSE AGREEMENT
DEPARTMENT OF NATURAL RESOURCES (DNR)
NO. 93-110841

PI: 221, 222, 223, 224

Funding Source: State

Grant Funded: No

DES Supplier Diversity: Not Applicable

Procurement Method: Exempt per DES Policy

Exemption Type: RCW 39.26.125(10) Intergovernmental agreements awarded to any governmental entity, whether federal, state, or local and any department, division, or subdivision thereof.

This Agreement is entered into between the state of Washington, Department of Natural Resources, South Puget Sound Region, hereinafter referred to as “DNR or AGENCY”, and the below named Fire Protection District/Department, hereinafter referred to as “District/Department.”

**CITY OF TUMWATER BY AND
 THROUGH ITS FIRE DEPARTMENT**

555 Israel Road SW
 Tumwater, WA 98501

Phone: 360.754.4170

Email: tumwaterfire@ci.tumwater.wa.us

Washington State UBI #: 344-000-001

Statewide Vendor (SWV)#: SWV0007172

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.015, RCW 76.04.135 and RCW 76.04.610(3); and by the District/Department under the authority of RCW 52.12.031, RCW 52.12.125 and RCW 35.21.010; and DNR and District/Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. **Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department jurisdiction; and (2) dispatch and pay for fire service resources outside the fire service District/Department jurisdictional boundaries for wildfire dispatch.
2. **Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to District/Department resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries for support provided by DNR as outlined in Attachment A – Operational Guidelines for Resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries.
3. **Term.** The term of this agreement is May 26, 2026, or date of execution, whichever is later, through May 31, 2030.
4. **Jurisdictional Responsibility:** Within or adjacent to the District/Department boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
 - (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and District/Department is NOT collecting fire protection levy.
 - (2) **Sole District/Department Jurisdiction:** Land subject to District/Department fire protection levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Land subject to Forest Fire Protection Assessment and the District/Department is collecting fire protection levy.
5. **Mutual Aid Fire Incident Response:**
 - (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District/Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the District/Department to gain timely initial attack and control action, or to supplement DNR resources.
 - (2) **Sole District/Department Jurisdiction:** In the event of a fire emergency in a sole District/Department jurisdiction area, the District/Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District/Department may request that DNR provide supplemental resources for fire emergency operations and support.
 - (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the District/Department will respond, subject to the availability of resources.

6. **Off-Season Incidents:** For this Agreement, no incident will be considered off-season. Fire season will be January 1-December 31 each year.

7. Command:

- (1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency, the District/Department on-site initial responders shall establish command until released by a representative of DNR.
- (2) **Sole District/Department Jurisdictional Incidents:** When DNR is the first arriving agency, the DNR on-site initial responders shall establish command until released by a representative of the District/Department.
- (3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management.

8. Fire Control and Suppression Definitions:

- (1) **Forestland:** As the term is defined by RCW 76.04.005.
- (2) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision shall be documented and payment authorized (see Section 11 and 12 of this Agreement) by DNR prior to the mobilization of special resources.
- (3) **Special Resources:** Air resources, dozers, heavy equipment, or other resources deemed necessary to contain and control the fire.

9. Operation Guidelines:

- (1) **Forestland Response:** Representatives of the District/Department and DNR may mutually develop operation guidelines that provide principles, direction and guidance for the conduct of fire control operations related to forest land response. The operation guidelines shall be reviewed at least annually, and revised as necessary to achieve cooperation and understanding.
- (2) **DNR Dispatch:** See Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

10. Fire Investigation: The District/Department and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires originating on, spreading to or threatening land subject to Forest Fire Protection Assessment (i.e., sole DNR or joint jurisdiction areas).

11. Costs:

- (1) **Charges Not Required:** One purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1 - Purpose). In most instances, resource costs will not be charged to the other party. However, there may

Attachment A

be circumstances or conditions where the District/Department or DNR desires or is required to charge, or request reimbursement, for resource costs as described in Subsections (2), (3), (4), and (5) below.

- (2) **Sole DNR Jurisdiction:** If the District/Department responds, DNR will pay for District/Department personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (3) **Sole District/Department Jurisdiction:** If DNR responds, the District/Department will pay for DNR personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (4) **Joint Jurisdiction:** Initial attack through complete extinguishment of the fire, each party will pay its own costs.
- (5) **DNR Dispatch:** If District/Department personnel is dispatched by DNR outside of District/Department jurisdictional boundaries, DNR will pay for District/Department personnel and equipment costs.

12. Cost Reimbursement Procedures:

- (1) **Forestland Response:** Provisions within this Agreement for reimbursement of costs related to forest land response are subject to the following conditions:
 - (a) Notice: Prior to costs being incurred as allowed by this Agreement (other than DNR Dispatch), notice of such expenditure must be given to DNR of the requesting agency prior to the expenditure or commitment of funds.
 - (b) Invoice: Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.
- (2) **DNR Dispatch:** Provisions within this Agreement for reimbursement of costs related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

13. Cost Reimbursement Rates:

- (1) **Forestland Response:**
 - (a) Equipment costs shall be paid to the resource provider at the DNR Wage and Equipment Rates or as otherwise agreed to in writing by the respective authorized agency representatives.
 - (b) Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider's actual total cost. This will include backfill costs as outlined in the State Mobilization Plan.

(2) DNR Dispatch:

Cost reimbursement rates related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department boundaries.

14. Insurance: DNR is an agency of the state of Washington and is therefore self-insured under the State’s Self-Insurance Liability Program. The District/Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Agreement at DNR’s option. If the District/Department is self-insured, evidence of its status as self-insured will be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the District/Department shall not be less than as follows:

Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the District/Department from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

District/Department is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, District/Department must purchase and maintain the insurance coverage and limits specified below:

(1) Commercial General Liability (CGL) Insurance or District/Department Equivalent. District/Department must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a “claims made” basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$2,000,000

(2) Employer's liability ("Stop Gap") Insurance: District/Department shall purchase and maintain employer’s liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

(3) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, to include FEPP vehicles, the District/Department must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. The Description of Covered Autos must include one or more of the following:

- a. “Any Auto” (Symbol 1).
- b. If District/Department-owned personal vehicles are used, the BAP must cover “Owned Autos Only” (Symbol 2).
- c. If District/Department hires autos, the BAP must cover “Hired Autos Only” (Symbol 8).
- d. If District/Department employee’s vehicles are used, the BAP must cover “Non-Owned Autos Only” (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District/Department is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

(4) **Workers Compensation Insurance or Equivalent:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.

15. Service Limitations. The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond the party’s control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party’s ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with Section 7 - Command of this Agreement.

16. Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

17. Renegotiation and Modification: The terms and conditions of this Agreement may be renegotiated at the request of either Party between the dates of January 1 and March 1 of any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.

18. Assignment and Delegation: This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

Attachment A

Either Party may perform its duty through a delegate or agent, but shall not be thereby relieved of any duty to perform or any liability for breach of this Agreement.

- 19. **Remedies:** Any remedy exercised by either Party shall not be deemed exclusive and either Party may pursue any and all other remedies available to it under the law.
- 20. **Compliance with Laws:** Parties shall comply with all applicable federal, state, and local laws, rules and regulations that govern each component of this Agreement.
- 21. **Non-Waiver:** Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.
- 22. **Harassment.** Per RCW 43.01.135, Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf
- 23. **Interpretation and Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.
- 24. **Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared severable.
- 25. **Termination:** This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.
- 26. **Agreement Managers:**

DISTRICT/DEPARTMENT AGREEMENT MANAGER	DNR AGREEMENT MANAGER
Brian Hurley <i>City of Tumwater by and through its Fire Department</i> 555 Israel Road SW Tumwater, WA 98501 Phone: 360-754-4170 Email: bhurley@ci.tumwater.wa.us	Daniel Eide <i>Department of Natural Resources</i> 950 Farman Avenue North Enumclaw, WA 98022 Phone: 360-802-7030 Email address: daniel.eide@dnr.wa.gov

This Agreement supersedes all previous agreements.

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties hereby execute this Amendment.

CITY OF TUMWATER BY AND THROUGH ITS FIRE DEPARTMENT

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES – SOUTH PUGET SOUND REGION

Signature	Date
Leatta Dahlhoff	
Name	
Mayor	
Title	
555 Israel Road SW	
Tumwater, WA 98501	
Address	
360-754-4170	
Telephone	

Signature	Date
Don Melton	
Name	
Region Manager	
Title	
950 Farman Avenue North	
Enumclaw, WA 98022	
Address	
360-825-1631	
Telephone	

APPROVED AS TO FORM

Signature	Date
Karen Kirkpatrick – City Attorney	
Name & Title	

Operation Guidelines
Resources ordered through the DNR Region or Division for
Dispatch outside of District/Department jurisdictional boundaries

Department of Natural Resources (DNR) agrees to dispatch District/Department resources to incidents outside of the Districts/Department jurisdictional boundaries as needed to meet DNR responsibilities and as approved by the District/Department. Dispatches can include out of the state of Washington. Participation by a District/Department with incidents outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This Agreement extends to all District/Department members:

- Washington Fire Service (WFS) paid members which District/Department allow to participate will be paid by the District/Department. DNR will reimburse district/department costs as outlined in this agreement.
- Members of Washington Fire Service who are volunteers will need to be hired by the DNR via the DNR casual hire process and paid directly by DNR. This may be completed pre-season or at the time of the incident. Your local DNR Region office will handle the casual hire process.

District/Department agrees:

- 1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in NWCG PMS 310-1;
- 2) To keep equipment and personnel status current in the Interagency Resource Ordering Capability (IROC) by selecting option a. or b. below. List available resources on the following resource list addendum. (Check one):
 - a. With DNR Region approval, DNR Region will give Web-Status rights to IROC for district employees. It is the employee’s responsibility to ensure that their status is accurate.
 - b. DNR Region will status your employees. For this option, you would need to provide your local DNR Region Dispatch with the status of your employees every Monday by 1200 hours. Dispatch would then update their status in IROC for that week (0800 Tuesday to 0800 Tuesday).

For dispatches outside of the DNR region, approval from DNR host region fire staff is required. Host region fire staff will coordinate with Wildland Fire Management Division in order to ensure statewide readiness.

- 3) To notify your local DNR Region of any changes in status of personnel/equipment (i.e.; dispatched/demobilized under State Fire Mobilization, demobilization & ETA home from incidents dispatched thru DNR, etc.);
- 4) All personnel and equipment dispatched will be paid by the District/Department; (except volunteers will follow payment procedures outlined in their individual agreement and be paid directly by DNR);

- 5) All Equipment and Personnel dispatched under this agreement will arrive at each incident with a copy of their current Forestland Response Agreement.
- 6) Invoice for personnel and equipment costs billed to DNR will include:
 - a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288. This applies to paid district/department staff. Volunteers will be paid directly by DNR.
 - b. Original shift ticket (OF-286) documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
 - c. Copy of Resource Order card.
- 7) Invoices requesting payment for equipment (engines/tenders) will be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident and shall include Original Emergency Equipment Use Invoice Form (OF-286) and shift tickets (OF-297); and
- 8) Invoices requesting payment for other travel costs (meals, lodging not provided by the incident) must be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident.
- 9) Only utilize agency owned vehicles or procured rental vehicles on the fireline or off-road.

DNR agrees to:

- 1) Assist the District/Department with updating status of IMT members in IROC;
- 2) Maintain IQS records for District/Department personnel with NWCG PMS 310-1 wildland fire qualifications, if red carded through the DNR;
- 3) Reimburse District/Department within 30 days of invoice receipt and documentation as required above;
- 4) Reimburse the Fire Service District/Department at the Total Cost of personnel. This includes, regular time, overtime, and District/Department backfill for that position as outlined in the State Mobilization Plan. The DNR will not pay for muster time, wildland premium pay, or other unspecified pay provisions.

Rental vehicles for Off-road use must be procured consistent with the National Emergency Rental Vehicle Blanket Purchase Agreement (NERV). Rental vehicles for non-fire line positions must be rented through alternative sources other than the USFS NERV rental vehicle agreement. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information.

**DISTRICT/DEPARTMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM**

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Overhead Resources

	Name	Career or Volunteer	Backfill Required	Position/Qualifications	Team Affiliation or Single Resource
1	Evan Hagen	Career	Yes	Firefighter Type 2 Emergency Medical Technician	Member of Thurston County Special Operations Team
2	Paul Porter	Career	Yes	Firefighter Type 2 Paramedic, Fireline	Member of Thurston County Special Operations Team
3	Ryan Pragnell-Stebbins	Career	Yes	Firefighter Type 2 Emergency Medical Technician	Member of Thurston County Special Operations Team
4					
5					
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12					
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14					

Attachment A

15					
16					
17					
18					
19					
20					

**DISTRICT/DEPARTMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM**

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Equipment Resources

			Rate / Negotiated Rate*
1	Make: Ford Model: F150 XL Pickup Truck Year: 2014 License: 6904D Vin: 1FTEX1EM7EKES8634 Type: Utility vehicle for transporting fire and rescue team equipment. Vehicle is equipped with emergency lighting for response.		State wage and equipment rates
2	Make: Ford Model: F150 Pick up Year: 2025 License: 83320D Vin: 1FTEW1P84SKE48680 Type: Utility vehicle for transporting fire and rescue team equipment. Vehicle is equipped with emergency lighting for response.		State wage and equipment rates
3	Make: Ford Model: F150 Pick up Year: 2025 License: 83321D Vin: 1FTFW1P86E48681 Type: Utility vehicle for transporting fire and rescue team equipment. Vehicle is equipped with emergency lighting for response.		State wage and equipment rates
4	Make: KME Model: KME Pumper Year: 2000 License: 25594D Vin: 1K9AF428XYN058118 Type: Type 1 Engine		State wage and equipment rates

Attachment A

5	Make: KME Model: KME Pumper Year: 2000 License: 25595D Vin: 1K9AF4288YN058117 Type: Type 1 Engine		State wage and equipment rates
6	Make: Peirce Model: Pierce Pumper Year: 2012 License: 54766D Vin: 4P1CV01D2DA013324 Type: Type 1 Engine		State wage and equipment rates
7	Make: Peirce Model: Pierce Pumper Year: 2019 License: 64018d Vin: 4P1BAAGF4KA020021 Type: Type 1 Engine		State wage and equipment rates
8			
9			
10			

* The negotiated rate must be agreed upon between the signing parties prior to dispatch.

CONTACT INFORMATION:

TO: City Council
FROM: Brandon Hicks, Transportation & Engineering Director
DATE: June 16, 2026
SUBJECT: Supplemental Agreement No. 3 with Tierra ROW for the X Street Roundabout project

1) Recommended Action:

Authorize the Mayor to sign the Supplemental Agreement No. 3 with Tierra ROW for the X Street Roundabout project.

This agreement was recommended for approval on the consent calendar by the Public Works Committee at their June 4, 2026 meeting.

2) Background:

Tierra Right of Way Services, LTD (Tierra) has been providing right-of-way (ROW) procurement services for the X Street Roundabout project. Due to unforeseen circumstances, an amendment to the service provider agreement is needed. It is not possible to accurately estimate scope and fee for right of way services because negotiation efforts and complications cannot be determined until negotiations with property owners commences.

This supplement will increase the maximum amount payable from \$184,220.00 to \$226,490.00, an increase of \$42,270.00, and extend the agreement until December 31, 2027.

3) Policy Support:

Strategic Priorities & Goals 2026-2032

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

4) Alternatives:

None

5) Fiscal Notes:

This supplement will increase the maximum amount payable from \$184,220.00 to \$226,490.00, an increase of \$42,270.00.

Additional funds are covered by grants and the Transportation CFP.

6) Attachments:

A. Tierra ROW Supplemental Agreement No. 3



May 8, 2026

Brandon Hicks
 Transportation and Engineering Director
 City of Tumwater
 555 Israel Road SW
 Tumwater, Washington 98501

Re: City of Tumwater – X Street Roundabout Right of Way Acquisition Services – Amendment #3

Dear Brandon,

We appreciate the opportunity to work with you and your team to acquire the properties rights to construct the new roundabout at Capitol Boulevard and X Street. Due to unforeseen circumstances, we respectfully request an amendment to our contract to accommodate the following additional services to the scope of work:

- Extended negotiations and additional site visits with property owner (Blackwell)
- Greater than normal negotiations due to difficult negotiations for acquisition of two parcels (Slater Enterprises) and unexpected challenges with the relocation of the current tenant (Chehalis Sheet Metal)
- Updated offer packages to include new temporary easement language as required by WSDOT
- Updated offer packages based on several newly released template documents issued by WSDOT
- Negotiations for unanticipated leaseback of one parcel (Slater Enterprises)
- Additional attempts to reach an unresponsive property owner (Prochnau)
- Duplicate site visits for a property owner that originally would not allow appraiser to enter premises (Prochnau)
- Duplicate appraisals and extended negotiations for an acquisition area involving significant site reorientation and damages (Nut Tree)
- Unanticipated coordination with power company (PSE) to notify property owners of utility easements

We estimate it will take another \$42,270.00 to complete the negotiations. This amendment is in addition to and includes all the services previously mentioned in our original scope.

Upon completing your review of this amendment, please contact me with any questions or clarifications needed. On behalf of Tierra Right of Way Services, Ltd., we look forward to the opportunity to continue to work with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Leslie Findlay".

Leslie Findlay, SR/WA, RW/RAC
 Vice President, Right of Way & Designated Broker

TO: City Council
 FROM: Jeff Query, Utility Engineer III – Project Manager
 DATE: June 16, 2026
 SUBJECT: Service Provider Agreement Amendment No. 2 with RH2 Engineering, Inc. for the Southeast Water Reservoir Design project

1) Recommended Action:

Authorize the Mayor to sign the Service Provider Agreement Amendment No. 2 with RH2 Engineering, Inc. for the Southeast Water Reservoir Design project.

This Agreement was recommended for approval on the consent calendar by the Public Works Committee at their June 4, 2026 meeting.

2) Background:

The Southeast Water Reservoir capital project requires a contract amendment to address critical conflicts discovered during design-phase geotechnical investigations.

- **Element 1: Watermain Realignment (93rd Avenue)**
 - Issue: Preliminary design placed the watermain extension along 93rd Avenue. However, site analysis revealed shallow bedrock and conflicts with future planned City roadway improvement projects, making the original route technically infeasible.
 - Solution: The alignment will shift north onto Tumwater School District property. This resolves constructability issues, secures a viable future utility footprint, and avoids tearing up future roadway investments.
 - Amendment Impact: Requires additional funds for engineering, surveying, geotechnical, easement, and permitting.
 - **Element 2: Unforeseen Stormwater Mitigation (Access Road)**
 - Issue: Preliminary designs assumed runoff from the reservoir's 1500' access road could be managed using natural dispersion. Recent geotechnical testing revealed shallow bedrock and non-infiltrating soils, which invalidates the preliminary natural dispersion method assumed.
 - Solution: Runoff must be redirected offsite into a new subsurface detention facility to meet mandatory regulatory compliance.
 - Amendment Impact: Requires additional scope for specialized geotechnical analysis, surveying, permitting, and engineering design.
-

3) Policy Support:

Strategic Priorities & Goals 2026-2032
 Be a leader in environmental health and sustainability.
 -Conserve and protect Tumwater's water resources.

4) Alternatives:

- Do not authorize proposal, pursue other costly options including deep bedrock trenching, pursue expensive easements from adjacent properties.

5) Fiscal Notes:

The funding for this project comes from the City Water fund.

6) Attachments:

- A. Service Provider Agreement Amendment No. 2
- B. TSD School Site Map & Access Road

**SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
SOUTHEAST WATER RESERVOIR DESIGN PHASES I, II, AND III**

This Second 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 RH2 ENGINEERING INC., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective March 11, 2024, First Amendment dated effective January 15, 2026, whereby the SERVICE PROVIDER agreed to provide design 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 provide additional services described in Exhibit A-5 and increase the compensation paid to the SERVICE PROVIDER for providing additional services.

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

1. SCOPE OF SERVICES.

Section 1 of the Agreement shall be amended to include the additional services detailed in Exhibit A-5 attached hereto and incorporated herein.

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-5" 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-THIRTY-NINE-THOUSAND-NINE-HUNDRED DOLLARS AND 00/100 (\$139,900.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, the First Amendment and this Second Amendment shall be an amount not to exceed ONE-MILLION-EIGHT-HUNDRED-SEVENTY-NINE-THOUSAND-NINE-HUNDRED-SIXTY DOLLARS AND 00/100 (\$1,879,960.00)

Attachment A-5
Scope of Services
Amendment No. 2
Engineering Services For
City of Tumwater
Southeast Water Reservoir
(Tumwater School District Water Main Alignment)
 February 2026

Introduction

RH2 Engineering, Inc., (Service Provider), along with its subconsultants (Design Team), have previously been selected to provide engineering services to the City of Tumwater (City) for the Southeast Water Reservoir project.

The Design Team consists of RH2 Engineering, Inc., as the prime consultant, HDR Engineering, Inc., (HDR) assisting with predesign and permitting services, Sage Geotechnical (Sage) for geotechnical services, and Sitts & Hill Engineers, Inc., (Sitts & Hill) for topographic survey.

The original Contract included the design and permitting of a water main to connect the proposed Southeast Reservoir to the City’s existing water system. The original water main alignment was planned to extend along 93rd Avenue SE from the entrance to the City’s proposed reservoir site to the intersection of 93rd Avenue SE and Brooks Lane SE. The Design Team performed a survey, geotechnical services, and advanced the design of the water main to the 30-percent design level. Due to subsurface bedrock conditions discovered and a future City roadway project to lower 93rd Avenue SE, the City determined that the originally planned alignment along 93rd Avenue SE was not advisable.

The City has proposed an alternate alignment for the water main connecting the proposed reservoir to the City’s existing system. The water main will extend from the entrance of the City’s reservoir site west on 93rd Avenue SE for approximately 700 feet, where it will turn north into Tumwater School District (TSD) property and private development property, and run parallel to 93rd Avenue SE approximately 120 feet north of 93rd Avenue SE and outside the extents of the shallow bedrock. A private developer will design and construct the water main extension from the existing water system at Brooks Lane SE through the private property mentioned previously and provide a stub out connection at the property line between the private property and TSD property.

The City has also proposed an alternate stormwater plan for the mitigation measures necessary for the construction of the SE Reservoir access Road. It was previously assumed the stormwater would be mitigated onsite; however, preliminary design coupled with site constraints now require stormwater to be mitigated offsite. Subsurface detention of stormwater is anticipated to be required within the 93rd Avenue right-of-way (ROW) east of the project site.

The City has requested the Design Team to provide design services for the portion of the new water main alignment in the Tumwater School District Property. This Scope of Services assumes that survey,

geotechnical services, permitting services, and preliminary design services will be required for the new water main alignment. Preparation of the bid-ready plans and specifications is included in the original Contract and has not been performed.

This Scope of Services and Fee Estimate were written based on the information available at the time. Services outlined herein will be performed to the level of effort identified in the Fee Estimate. If additional effort is required to complete the services, or additional services are requested by the City, an amendment to this Scope of Services and the Fee Estimate shall be mutually determined by the parties.

The following is a summary of the major tasks that will be completed under this Scope of Services. These tasks match the task numbers from the original scope of services.

Task 1 – Project Management Services

Task 2 – Data Collection, Review, and Topographic Survey

Task 3 – Hydraulic Modeling (Not Used)

Task 4 – Preliminary Design (Not Used)

Task 5 – Site Investigation and Planning

Task 6 – Permitting, Environmental Studies, and Cultural Resources

Task 7 – Design Plans and Specifications

General Assumptions

- *All assumptions stated in the original Contract apply to this amended Scope of Work in addition to other assumptions added specifically to this amended work.*
- *Service Provider will use as is and may reasonably rely upon the accuracy and completeness of data, materials, and information generated or produced by the Design Team in the performance of this Scope of Services.*
- *Deliverables will be submitted in electronic format (PDF) unless otherwise noted.*

Task 1 – Project Management Services

Objective: Coordinate Design Team effort and maintain regular client communications. Maintain project schedules and prepare monthly invoices and budget status summaries. Provide quality assurance and quality control (QA/QC) review by the Principal-in-Charge. Meet with the City Project Manager to provide project updates.

Approach:

- 1.1 **Manage Schedule and Budget:** Track the budget and the schedule relative to the actual percent complete (earned value tracking) and report this to the City monthly for the duration of the project. Include monthly project summaries with monthly billing invoices to qualify the past month's billings. Document anticipated upcoming project activities and milestones.

- 1.2 Attend Progress/Work Meetings with City and Design Team: Attend up to six (6) video conference meetings. *It is assumed each video conference meeting will be approximately sixty (60) minutes long.* Service Provider will provide meeting minutes after each meeting.
- 1.3 Coordinate with Design Team: Engage in regular internal communication with the Design Team throughout the project regarding schedule and expected deliverables. Meet with Service Provider and Design Team staff monthly for internal project coordination.
- 1.4 Perform and Manage Project QA/QC: Perform QA/QC reviews by the Principal-in-Charge for the deliverables, including the updated Geotechnical Engineering Report, updated critical areas investigation report, updated cultural resources report, and construction contract documents at the 30-percent design benchmark.

Assumptions:

- *The original project duration has expired, and the project is anticipated to extend for an additional twelve (12) months. This Task 1 is intended to support project design phase services for a period of approximately twelve (12) months.*
- *Progress/work meetings with the City will include up to three (3) Design Team members.*
- *Internal coordination meetings with the Design Team will every other month as necessary for the design duration (twelve (12) months). A total of six (6) meetings will be held virtually and will include up to three (3) staff for a period of thirty (30) minutes each.*

Provided by the City:

- Right of access for survey, geotechnical services, and permitting services on TSD property.
- Utility easement for construction of the water main on TSD property.
- Review of meeting minutes for accuracy and comments for revision.
- Review comments on submittals documents.
- Process monthly invoices.
- Input and concurrence on project decisions and development.
- Legal review of all contracts, bid forms, and real property.

Project Deliverables:

- Monthly invoices and project summaries.
- Meeting minutes.
- Project design schedule and updated project schedules.

Task 2 – Data Collection, Review, and Topographic Survey

Objective: Perform a topographic survey for the project.

Approach:

2.1 Obtain Topographic Survey: Coordinate with a professional land surveyor, Sitts & Hill, to provide the vertical and horizontal controls and topographical survey and mapping for design of the revised water main alignment. Sitts & Hill will also complete legal descriptions for the proposed easement through the TSD property.

- City of Tumwater Survey Control:
 - Basis of Bearings: Washington state plane coordinate system, South Zone North American Datum of 1983, adjusted in 2011; and
 - National Geodetic Vertical Datum of 1929.
- Field data collection shall include, but not be limited to:
 - Topographic and surface features, type and size of trees over 6 inches in diameter and landscaping;
 - Overhead and underground utilities, if any;
 - Delineated critical areas boundaries;
 - ROW, property lines, and easements, including type, size, bearing, volume, and page, as necessary; and
 - Show lot, block, abstract number, and dimensions with adjacent street names.

A. Provide topographic survey and mapping for the revised water main alignment:

The survey shall include a 50-foot-wide area that is anticipated to contain the extents of the proposed easement through the TSD property. Starting from the southeast corner of Parcel No. 12713310800, extending north into said property approximately 100 feet, and then extending west from that point to the west side of the property, and north along the west side of the property to a point 200 feet from the southwest corner of the property. Refer to Attachment C.

Field data collection shall include, but not be limited to, the following:

Roadways:

- Identify roadways, driveways, and sidewalks with pavement type.
- Show centerlines and angles of intersection of side street(s) with main roadway centerline.
- Show all mailboxes, road signs, and sign posts.

Trees, Shrubs, and Landscaping:

- Locate and describe trees, vegetation line, shrubs, and special landscaping.

- Provide locations of other landscaping materials such as lawn, rock structures, sculptures, etc.
- Provide type, locations, and elevations of sprinkler heads, sprinkler control boxes, and other sprinkler devices that may become a design consideration.

Fence and Retaining Wall:

- Provide locations and types of fences within the limits of the survey.
- Show retaining walls with detailed description.

Water Main and Appurtenances:

- Size and material type of water main.
- Size and type of water meter and fire hydrant.
- Size and type of valve with operating nut elevation.

Sanitary Sewer and Appurtenances:

- Size and material type of sewer line and sewer force main with flow direction.
- Size and type of manhole with rim elevation, invert elevations of all pipes entering and exiting maintenance hole.
- Cleanout locations.

Storm Drains, Open Channels, and Culverts:

- Size and material type of storm drains with flow direction.
- Size and type of inlet, catch basin, maintenance hole, etc.
- Indicate open channels and culverts with material and elevations.
- Locate open channels flow lines, toe, and top channel elevations.

Gas Mains:

- Size and material of all gas main, if available.
- Locations of gas valves and other gas appurtenances.

Underground Communications:

- Size, type of materials, and owner name.
- Size and type of appurtenances (vault, manhole, hand hole, pedestal, guywire, etc).

Underground Electric:

- Size, type of materials, and owner name.

- Size and type of appurtenances (vault, maintenance hole, hand hole, pedestal, guywire, etc.
- Format survey data for use in AutoCAD 2021. Create a base map for project design using RH2 standards.
- Perform one (1) site visit to confirm that Sitts & Hill has performed the requested work according to the Scope of Services.
- Coordinate with Sitts & Hill to obtain additional subsurface utility information, including utility locates and items found missing or needing clarification after the site visit to confirm survey.

Assumptions:

- *No additional survey is needed east of the project site.*
- *The survey will be performed for the area identified in Attachment C.*

Provided by the City:

- Right of access to TSD-owned Parcel No. 12713310800.

Project Deliverables:

- Field survey formatted for AutoCAD Civil 3D 2023.
- Survey field notes and methods used.

Task 3 – Hydraulic Modeling

Objective: No additional hydraulic modeling is included in this Scope of Services.

Task 4 – Preliminary Design

Objective: No additional preliminary design services are included in this Scope of Services.

Task 5 – Site Investigation and Planning

Objective: Perform a subsurface soil and groundwater investigation and engineering analysis to support the design and construction of the new water main alignment in the TSD property and the stormwater detention facility in 93rd Avenue SE.

Approach:

- 5.1 Perform Geotechnical Investigation: Perform subsurface soil and groundwater investigations and engineering analysis to support design and construction of the project. Services in this Task will be largely performed by Sage, with support from the Service Provider. Geotechnical investigations will be performed on the TSD property and within or adjacent to the ROW of 93rd Avenue SE.
 - Sage will review readily available geologic and geotechnical data (e.g., geologic maps and depth-to-groundwater data) for the site and the surrounding area.

- Sage will coordinate the clearance of underground utilities at the proposed exploration locations. Sage will mark the locations in the field and contact the Washington Utilities Coordinating Council's One Call locating service.
- Advance four (4) test pit excavations in the TSD parcels. The test pits will extend 8 to 10 feet below ground surface or until refusal. Sage will coordinate and monitor the field investigation, collect representative soil samples, and maintain detailed logs of the subsurface soil and groundwater conditions observed. Sage will subcontract the excavator and operator.
- Sage will update the existing geotechnical report to include the additional test pit logs and recommendations for excavation, shoring, and dewatering of a water main alignment through TSD parcels. Sage will submit a draft report for the design team's review and comment. Upon receipt, comments will be addressed, and Sage will issue a final report, signed and sealed by a professional engineer licensed in the State of Washington. Sage will attend up to two (2) meetings to discuss its geotechnical recommendations.
- Sage will coordinate the clearance of underground utilities at the proposed exploration locations for work within or adjacent to 93rd Avenue SE. Sage will mark the locations in the field and contact the Washington Utilities Coordinating Council's one-call locating service.
- Sage will subcontract a geotechnical driller to advance three (3) hollow-stem auger borings with a track-mounted drill rig. Each boring will be advanced to 30 feet. Each boring will be completed with a monitoring well. Sage will coordinate and monitor the field investigation, collect representative soil samples, and maintain detailed logs of the subsurface soil and groundwater conditions observed. Sage will subcontract the excavator and operator.
- Sage will subcontract a traffic control company to provide a single lane closure to facilitate drilling.
- Sage will complete soil grain size analyses and calculate infiltration rates following the grain size method outlined in the City of Tumwater 2022 *Drainage Design and Erosion Control Manual*, or the Thurston County 2022 *Drainage Design and Erosion Control Manual*.
- Sage will update the existing geotechnical report to include the results of the infiltration testing.
- Sage will complete a small-scale pilot infiltration test to measure infiltration rate at one (1) location if the proposed stormwater facility is located adjacent to the roadway (within private property) where access by an excavator and water truck is possible.

Assumptions:

- *Site access permission will be arranged by the City.*
- *Fieldwork can be completed during regular business hours.*
- *Test pit explorations will be backfilled with spoils, tamped with the excavator bucket, and then bladed level with the surrounding ground surface.*

- *The site is free of hazardous material and the Service Provider is not responsible for identification of hazardous material.*
- *Infiltration design will be completed via the simplified method, infiltration receptor characterization is not required, and groundwater monitoring or mounding analyses are not required.*
- *Sage and its subcontractors are not responsible for damage to unmarked or mismarked utilities.*

Provided by the City:

- Right of access and coordination with the TSD to allow excavator onto the site for the geotechnical investigation.
- Consolidated, conflict resolved comments on the draft Geotechnical Engineering Report.

Project Deliverables:

- Draft and final updated geotechnical data memoranda.
- Draft and final updated geotechnical engineering reports.

Task 6 – Permitting, Environmental Studies, and Cultural Resources

Objective: Coordinate with HDR to update environmental documentation, permit applications, and design documents for the TSD property and stormwater detention within 93rd Avenue SE. *This Task will largely be performed by HDR with support from the Service Provider.*

Approach:

- 6.1 Permitting, Meetings, and Coordination: Update environmental documentation, permit applications, and design documentation and provide to the City to obtain environmental and construction permits.
- Update the Permit Matrix, Permit Tracking Table, and permit schedule.
 - Update the State Environmental Policy Act (SEPA) Checklist.
 - Update permit applications and respond to comments.
- 6.2 Preliminary Environmental Studies: Update baseline environmental studies to include new project area to support permit applications required for the project. Perform a tree survey by a certified arborist for preparing and submitting a forest practice permit.
- Critical Areas Report
 - HDR will evaluate the new alignment area for critical areas and Mazama pocket gopher presence.
 - HDR will update the critical areas report to include evaluation of new alignment.
 - Attend one (1) site visit conducted by a certified arborist employed by the Service Provider to identify and catalogue Significant Trees, Landmark Trees, and Heritage Trees to be

removed or protected, the volume of board feet to be cut, and to prepare a tree conservation plan if required.

6.3 Cultural Resources: HDR will perform a Cultural resources desktop review.

- Update the cultural resources project area, including the maximum extent of proposed ground disturbance, inclusive of potential physical, visual, and auditory effects on cultural resources located on parcels adjacent to the ground disturbing activity, if applicable. HDR will prepare a map that displays the project area for review and approval by the City Project Manager as part of the updated Cultural Resources Report.
- Background research will include an updated check of the Washington State Department of Archaeology and Historic Preservation's (DAHP) Washington Information System for Architectural and Archaeological Records Data (WISAARD) for previously completed projects and identified cultural resource within a 1-mile radius of the project area. Other background information will be collected from publicly available ethnographic and historic accounts, previous regional cultural resource investigations, online local historical societies and informants, maps, and photographs.
- The results of the desktop review will be integrated into the existing Cultural Resources Report for submission to DAHP and for use in completing the SEPA Checklist. The updated Cultural Resources Report will include information concerning cultural resources within the research radius. Due to confidentiality requirements for archaeological site location data, distribution of the report may be restricted.
- Coordination and Recommendations to the City and Design Team.
 - Coordinate with the City and Design Team via email and/or up to one (1) meeting regarding cultural resources recommendations based on the desktop review.

Assumptions:

- *The HDR Permit Lead will participate in a one-hour call with the City to confirm the project permits. The Permit Tracking Table prepared in the original scope of services is the primary tool to track permitting activities and is updated monthly.*
- *A Site Development Grading Permit will be required for the new alignment.*
- *The City will provide one (1) round of draft application and one (1) set of consolidated comments.*
- *No additional field visits will be required.*
- *Desktop review is assumed to be based on 30-percent design.*
- *Archaeological and historic built environment surveys are not included in this Scope of Services. Cost for surveys can be provided upon request.*
- *Development of project-specific inadvertent discovery plan (IDP) is not included. Cost for IDP can be provided upon request.*

- *The City will submit the completed permit applications and pay permitting fees.*

Provided by City:

- Participation in permitting coordination meetings with HDR.
- Review of the Permit Matrix.
- Review of the Permit Tracking Table.
- Review of the permitting input to the project schedule.
- Review and comments on the draft SEPA Checklist/threshold determination.
- Review, signature, and issuance of the SEPA Checklist/threshold determination. Review of the draft permit application submittal packages within 10 business days.
- Responses to comments within 5 business days.
- Submittal of permit applications and direct payment of permit fees.
- Review of the draft Critical Areas Report.

Project Deliverables:

- Draft and final revised Permitting Matrix and Permit Tracking Table.
- Draft and final revised SEPA Checklist.
- Draft and final Site Development Grading Permit Application. Updated Draft and Final Critical Areas Report.
- Draft and final updated Cultural Resources Report.

Task 7 – Design Plans and Specifications

Objective: Prepare design plans, specifications, and an Engineer's opinion of probable construction cost (OPCC) for construction of the new water main alignment through the TSD property and the stormwater detention within 93rd Avenue SE.

Approach:

7.1 Prepare 95-Percent and Bid-Ready Design: Prepare preliminary water main plans and stormwater detention plans and an OPCC for review by the City as follows:

- Prepare water main plans, including plan and profile views of the water main extending from 93rd Avenue SE through the TSD Property.
- Prepare preliminary stormwater detention plans and details in 93rd Avenue SE for the stormwater infiltration and detention of runoff from the reservoir access road including plan and section views, and details of the stormwater detention system within 93rd Avenue SE.
- Prepare OPCC.

- 7.2 Design Credit For Incomplete Design Replaced by TSD Water Main: Previous design iterations included water main design on 93rd Avenue SE and were included in the 90-percent design submittal already delivered to the City. The portion of the 93rd Avenue SE water main that is now replaced by the TSD water main will have 10 percent of its budget unused.
- Credit for portions of the 93rd Avenue SE water main replaced by the TSD water main. This includes approximately 600 feet of water main on 93rd Avenue SE that does not need to progress from the current 90-percent design to bid-ready design because it is replaced by the TSD water main. The credit will include 10 percent of the original design fee for 600 feet of the original scope.
- 7.3 Design Credit For Reduced Scope Replaced by Bradbury 4 Water Main: Previous design iterations included water main design on 93rd Avenue SE and were included in the 90-percent design submittal already delivered to the City. Portions of the 93rd Avenue SE water main will now be constructed by developers and can be removed from the scope of the project. A credit for this incomplete design and reduced scope will be credited to the City, reducing the effort associated with this Scope of Work and Fee Estimate.
- Credit for portions of the 93rd Avenue SE water main replaced by the Bradbury 4 developer water main. This includes approximately 600 feet of water main on 93rd Avenue SE that does not need to progress from the current 90-percent design to bid-ready design because it will be designed and constructed by a developer. The credit will include 10 percent of the original design fee for 600 feet of the original scope.
- 7.4 Design Credit For Reduced Scope Replaced by Nickel Properties Water Main: Previous design iterations included water main design on 93rd Avenue SE near Kimmie Street and were included in the 30-percent design submittal already delivered to the City. Portions of the 93rd Avenue SE water main will now be constructed by the Nickel Properties developer and can be removed from the scope of the project. A credit for this incomplete design and reduced scope will be credited to the City, reducing the effort associated with this Scope of Work and Fee Estimate.
- Credit for portions of water main at 93rd Avenue SE and Kimmie Street replaced by the Nickel Properties developer water main. This includes approximately 300 feet of water main on 93rd Avenue SE that does not need to progress from the current 30-percent design to bid-ready design. The credit will include 70 percent of the original design fee for 300 feet of the original scope.

Assumptions:

- *AutoCAD files will be in the latest version of Civil 3D.*
- *The OPCC will include a summary of overall cost and itemization of materials, labor, equipment, and construction costs.*
- *New plans, specifications, and OPCC will be incorporated into the overall reservoir plans, specifications, and OPCC.*
- *Design of the new water main segment and stormwater facility will proceed directly to the 95-percent design phase and will be incorporated into the reservoir 95-percent deliverable.*

Provided by the City:

- Consolidated, conflict resolved review comments on the 30-percent review documents.

Project Deliverables:

- 95-Percent Design Submittal – Plans, Specifications, and OPCC.
- Bid-Ready Documents – Plans, Specifications, and OPCC.

Project Schedule

The schedule for these additional services is anticipated to be incorporated into the existing overall project schedule updated monthly for the City. The overall project schedule currently shows design completion by January 2027.

--- END OF SCOPE OF SERVICES ---

ATTACHMENT B**Fee Estimate****Amendment No. 2****City of Tumwater****Southeast Water Reservoir****May-26**

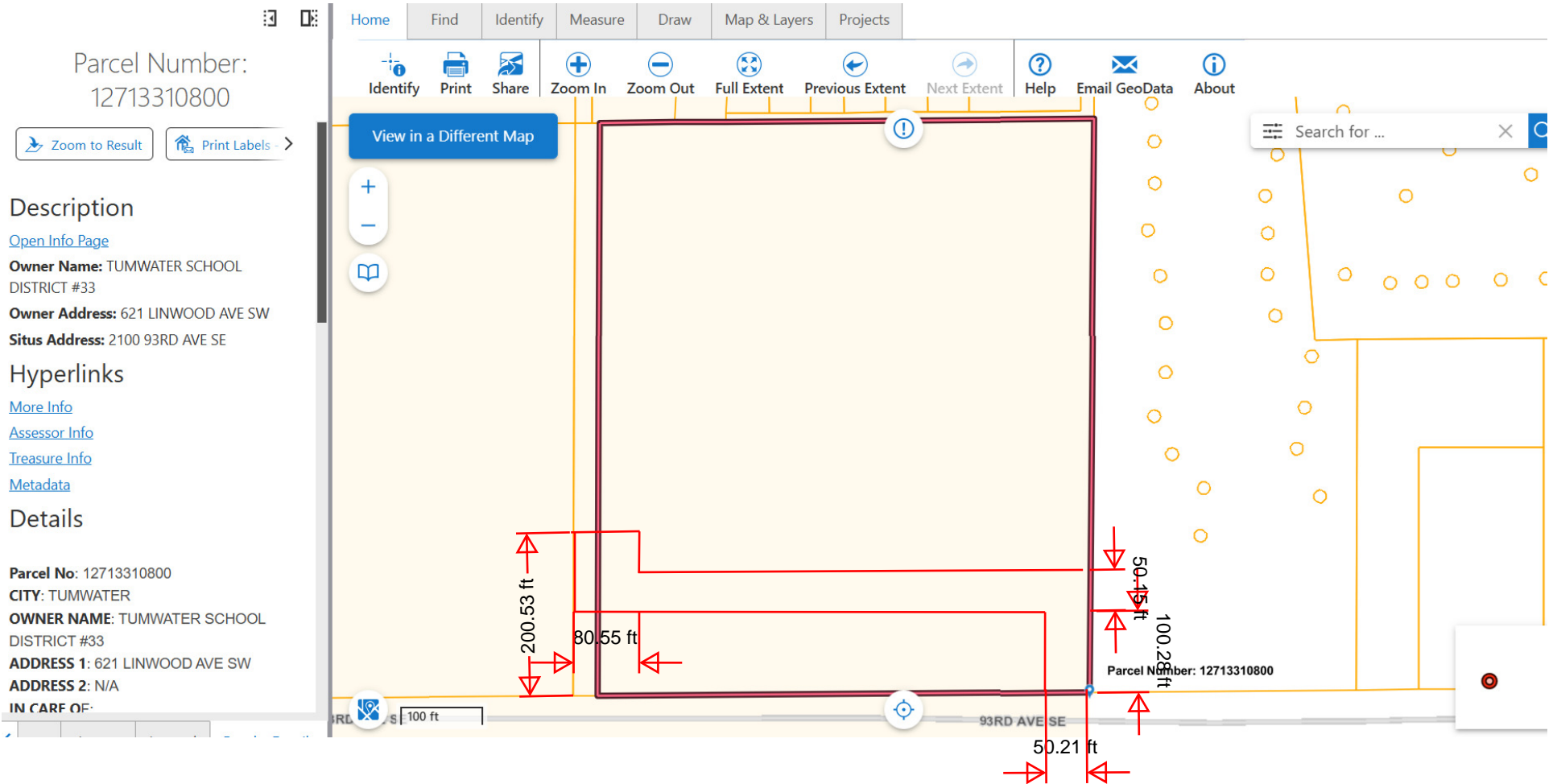
Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management Services	38	\$ 8,369	\$ 8,602	\$ 796	\$ 17,767
1.1	Manage Schedule and Budget	10	\$ 2,032	\$ -	\$ 80	\$ 2,112
1.2	Attend Progress/Work Meetings with City and Design Team	14	\$ 3,086	\$ 8,602	\$ 524	\$ 12,212
1.3	Coordinate with Design Team	8	\$ 1,655	\$ -	\$ 153	\$ 1,808
1.4	Perform and Manage Project QA/QC	6	\$ 1,596	\$ -	\$ 40	\$ 1,636
Task 2	Data Collection, Review, and Topographic Survey	14	\$ 3,024	\$ 18,508	\$ 406	\$ 21,938
2.1	Obtain Topographic Survey	14	\$ 3,024	\$ 18,508	\$ 406	\$ 21,938
Task 5	Site Investigation and Planning	6	\$ 1,368	\$ 56,199	\$ 176	\$ 57,743
5.1	Perform Geotechnical Investigation	6	\$ 1,368	\$ 56,199	\$ 176	\$ 57,743
Task 6	Permitting, Environmental Studies, and Cultural Resources	30	\$ 8,638	\$ 20,208	\$ 463	\$ 29,310
6.1	Permitting, Meetings, and Coordination	4	\$ 954	\$ 9,727	\$ 79	\$ 10,760
6.2	Preliminary Environmental Studies	25	\$ 7,414	\$ 5,320	\$ 378	\$ 13,111
6.3	Cultural Resources	1	\$ 270	\$ 5,161	\$ 7	\$ 5,438
Task 7	Design Plans and Specifications	77	\$ 17,083	\$ -	\$ (4,009)	\$ 13,074
7.1	Prepare 95-Percent and Bid Ready Design	77	\$ 17,083	\$ -	\$ 1,991	\$ 19,074
7.2	Design Credit For Incomplete Design Replaced by TSD Water Main.				\$ (1,500)	\$ (1,500)
7.3	Design Credit For Reduced Scope Replaced by Bradbury 4 Water Main.				\$ (1,500)	\$ (1,500)
7.4	Design Credit For Reduced Scope Replaced by Nickel Properties Water Main.				\$ (3,000)	\$ (3,000)
Task 8	Management Reserve	-	\$ -	\$ -	\$ -	\$ -
Subtotal Southeast Water Reservoir Tasks		165	\$ 38,482	\$ 103,517	\$ (2,168)	\$ 139,900
PROJECT TOTAL		165	\$ 38,482	\$ 103,517	\$ (2,168)	\$ 139,900

EXHIBIT C
RH2 ENGINEERING, INC.
2026 SCHEDULE OF RATES AND CHARGES

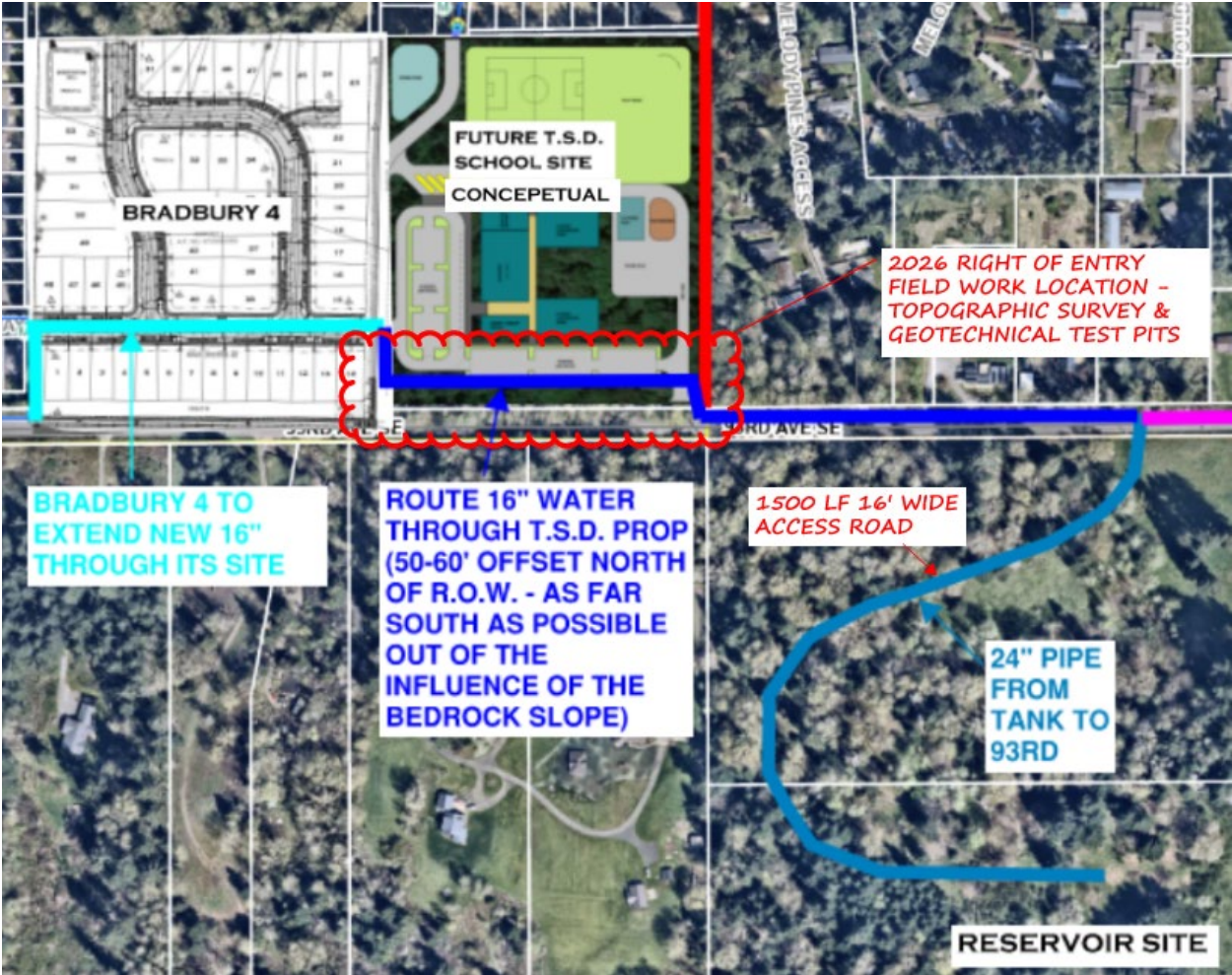
RATE LIST	RATE	UNIT
Professional I	\$187	\$/hr
Professional II	\$207	\$/hr
Professional III	\$231	\$/hr
Professional IV	\$253	\$/hr
Professional V	\$270	\$/hr
Professional VI	\$290	\$/hr
Professional VII	\$315	\$/hr
Professional VIII	\$343	\$/hr
Professional IX	\$346	\$/hr
Technician I	\$148	\$/hr
Technician II	\$161	\$/hr
Technician III	\$183	\$/hr
Technician IV	\$196	\$/hr
Technician V	\$215	\$/hr
Technician VI	\$234	\$/hr
Technician VII	\$254	\$/hr
Technician VIII	\$267	\$/hr
Administrative I	\$97	\$/hr
Administrative II	\$112	\$/hr
Administrative III	\$136	\$/hr
Administrative IV	\$161	\$/hr
Administrative V	\$182	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.7250	price per mile (or Current IRS Rate)
Subconsultants	10%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

ATTACHMENT C



TSD School Site Map & Access Road



TO: City Council
 FROM: Tyle Zuchowski, Water Resources & Sustainability Deputy Director
 DATE: June 16, 2026
 SUBJECT: Professional Services Agreement with Gray and Osborne for design of the Trospers Road Sewer Extension Project

1) Recommended Action:

Approve and authorize the Mayor to sign the Service Provider Agreement with Gray & Osborne for the Trospers Road Sewer Extension Design Project via City Council consent calendar.

This agreement was recommended for approval by the Public Works Committee at their June 4, 2026 meeting.

2) Background:

Percival Creek was identified as a hot spot for fecal coliform and total nitrogen in the Total Maximum Daily Load (TMDL) assessments for both the Deschutes River, Percival Creek, Black Lake Ditch in 2018, and Budd Inlet 2022. The project extends the sewer collection system to the west along the Trospers corridor, making septic to sewer conversion available for roughly 32 parcels.

3) Policy Support:

- The proposed sewer extension is in alignment with Tumwater General Sewer Plan approved by Ecology in 2015.
 - Develop policies for the Septic to Sewer program to guide the extension of sewer mains and private properties to sewer.
-

4) Alternatives:

- The council could reject the service provider agreement and direct staff to consider alternative consultant, which may defer water quality improvements in Percival Creek and Budd Inlet and maintain financial barriers for septic to sewer conversions within the Trospers Road corridor.
-

5) Fiscal Notes:

The current estimated total project is \$5,250,000, the amount of the Water Quality Combined Assistance loan allocated through this agreement. The loan has a 30-year term with an effective interest rate of 2.7% and does not impact the city's overall debt capacity. This loan is funded by the Sanitary Sewer Utility Fund.

6) Attachments:

A. Service Provider Agreement with Gray & Osborne for the Trospers Sewer Extension Project

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

TROSPER SEWER EXTENSION (W4010005)

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 corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than May 26, 2026, and shall be completed no later than December 31, 2027. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **Five Hundred Seventy-Eight Thousand & Sixty 00/100 Dollars** (\$578,060.00) as reflected in Exhibit B and Billing Rates Sheet attached as Exhibit C.

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, except professional liability, 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 respect 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 Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

F. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of**

\$50,000 or more. Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, attached as Exhibit D.

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.

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.

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

EXHIBIT A

SCOPE OF SERVICES

CITY OF TUMWATER TROSPER SEWER EXTENSION PROJECT NUMBER: W4010005

PROJECT DESCRIPTION

The City of Tumwater (City) plans to install gravity sewers on Trosper Road (aka 54th Avenue SW) starting at Lambskin Street SW and continuing west for approximately 5,000 linear feet (LF). The project intends to include sewer stub outs to each parcel adjacent to the extension, terminating at a cleanout at the edge of the City’s rights-of-way. The planned sanitary sewer mains and stub outs are intended to provide service to currently unsewered areas and to provide opportunities for the conversion of septic systems to City sewer. The planned improvements include approximately 6,900 linear feet (LF) total of PVC sanitary sewer mains, including extensions to the north along Joppa Street SW and a private access termed the “Beehive” property.

Gray & Osborne (Consultant) is expected to start work in May 2026 and continue through April 2027.

The funding source for the design and construction phases of the project is a loan through the Washington State Department of Ecology (Ecology) State Revolving Fund (SRF).

SCOPE OF WORK

Gray & Osborne proposes to provide the following engineering services for the design and permitting phase of the project.

Task 1 – Project Management

The Consultant’s project manager shall be responsible for overseeing all work on the project, including:

- A. Provide project management of the design work, including project budget control and scheduling, communication with the City, coordination of design staff assignments, project reporting, and documentation assistance to the City.
- B. Oversee quality assurance/quality control (QA/QC) reviews of engineering products including constructability review, risk management assessment, and identification and pursuit of critical path items.
- C. Manage and oversee the schedule of deliverables.

- D. Manage Subconsultant work.
- E. Provide monthly progress billings.
- F. Provide bi-weekly progress reports, including for each task: status, schedule, progress percentage, billing percentage.
- G. Attend and facilitate project meetings, including in-person kickoff meeting, bi-weekly virtual meetings with City project manager, and consultant team meetings as required. Each meeting shall include meeting minutes prepared by the Consultant's project manager, including a summary of action items, strategies and decisions made.
- H. Project Closeout – The Consultant's Project Manager will package up all information requested by the City for a final closeout deliverable. The files in the deliverable will be associated with the task in which the work was performed.

Assumptions:

- 1. Bi-weekly virtual meetings with the City shall be attended by two Consultant team members and be one hour or less in duration.
- 2. Work will occur over twelve (12) consecutive months from May, 2026 through April, 2027.

Deliverables:

- 1. Bi-weekly progress reports;
- 2. Meeting minutes for kickoff meeting and bi-weekly meetings.

Task 2 – Data Collection – Topographic Survey and Right-of-Way Mapping

Consultant shall collect and review available documents related to the project and provide the following services to provide a functional base map for use in design and permitting tasks:

- A. Research and acquire public records of survey, plat maps, assessor maps, title reports, and related survey data as may be available from public agencies (Thurston County and City).
- B. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"-5' vertical. Horizontal datum will be Washington State Plane Coordinate System NAD 83/11. Vertical datum will be NGVD29. Coordinate survey work with City Transportation and Engineering Department. Provide (set or establish) a minimum of two

survey control points for vertical and horizontal control within project area.

- C. Perform topographical survey of project corridor to include profiling (to right-of-way) of adjacent driveways. Acquire topographical data (including paint marks furnished by locates within right-of-way for mapping and design purposes). Acquire topographical data at all street intersection “legs.” Topographical data shall include surface grades, pavement edges, surface utilities (visually obvious during site survey), utility structures, hydrants, valves, fences, mailboxes, walls, ditches and culverts, major trees and significant landscaping, walkways, major grade breaks, and any other pertinent physical features, found in the project area deemed necessary to adequately map the project area for the purpose of designing a project of this nature.
- D. Map survey data and show pertinent topographical features, property lines and right-of-way. The map shall be suitable for use in preparing the project plans. Utilize City horizontal datum (State Plan Coordinate System) and City vertical datum (NGVD 29).
- E. Obtain title report for single property, being the access drive or tract to the “Beehive” property.

Assumptions:

- 1. Right-of-way acquisition is not required.
- 2. One easement is anticipated to be needed within the private access drive to the “Beehive” property. Consultant will prepare the legal description and exhibits for the easement. City will acquire the easement from the property owner.
- 3. City will provide relevant corridor studies, GIS mapping information, agreements, franchises, licenses, and other pertinent information concerning utility providers, businesses, and properties adjacent to the project area.
- 4. The Consultant has retained APS to perform comprehensive utility locating for the project site. APS will be responsible for designating all detectable utilities, including city utilities (water, sewer, storm). Consultant shall also coordinate with the City as needed for the field locating of municipal infrastructure. City-led locates will be requested on a case-by-case basis as required to verify critical connection points, resolve discrepancies in existing record drawings or other unforeseen issues.

Deliverables:

1. A pdf version of topographic strip map. AutoCAD files, if and when requested by City.

Task 3 – Geotechnical Investigations and Reporting

Geotechnical investigations (borings and test pits) will be completed to provide insight into the depth to groundwater and underlying soil conditions. Consultant shall oversee completion of geotechnical investigations for use in project predesign report and project design.

Task 3.1 – Geotechnical by Subconsultant

Geotechnical investigation for sewer main alignments to be completed by subconsultant (PanGEO, Inc.) and include the following:

- A. Literature Review/Site Reconnaissance;
- B. Field Work Coordination/Planning;
- C. Test Borings, including 8 test borings to about 25 feet deep;
- D. Laboratory Tests (for natural moisture content and grain size distribution);
- E. Meeting, with one meeting is assumed;
- F. Geotechnical Report, including outlining results of subsurface explorations, considerations for excavation support, considerations for groundwater control (dewatering), and trench backfill requirements, including suitability of using on-site soils as trench backfill.

Assumptions:

1. PanGEO to apply for street use permits to drill the test borings. Permit fees will be paid by City.
2. Three days of drilling, assuming restricted work hours of 9 am to 3 pm.
3. PanGEO to provide traffic control during drilling.
4. 12-inch diameter holes will be made in the existing pavement to facilitate the drilling of the test borings. The boreholes will be backfilled in accordance with the Washington State DOE requirements. The boreholes will be patched with at least 12 inches of quick-set Portland cement concrete.

5. Excess soil cuttings will be removed from the site, assuming the site soils are not contaminated. If contaminated soils are encountered, the cuttings will be placed in steel drums and stored at locations directed by the City or testing and disposal. The testing and disposal of potentially contaminated soils, if needed, is not included in this task.

Deliverables:

1. A pdf of the Draft Geotechnical Report;
2. A pdf of the Final Geotechnical Report.

Task 4 – Utility Coordination

The Consultant will correspond with all private and public utility providers found to have active utilities near the project area. It is expected that PSE Power and Gas, telephone, cable, water, and sewer are within the project area. The Consultant will work with each utility to identify and resolve utility conflicts.

- A. Provide written requests for all utility companies known to provide utility service in the project area to provide layout of their utility.
- B. Review City record drawings.
- C. Review data provided by utility companies and incorporate into design products and future phases of the project as may be applicable.

Assumptions:

1. Utility conflicts will be resolved by relocating existing utilities.

Deliverables:

1. A pdf of correspondence and information obtained from utility companies.

Task 4.1 – Utility Locates by Subconsultant

Utility locating services for sewer main alignments to be completed by subconsultant (Applied Professional Services, Inc.) and include the following:

- A. Conductible Utility Locating for metallic utilities;
- B. Ground Penetrating Radar (GPR) Utility Locating for non-metallic utilities;
- C. Marking and mapping prior to field survey of project alignments.

Assumptions:

1. Applied Professional Services, Inc. will employ all industry and best practices to designate and mark the known conductible and/or non-conductible utilities within the project boundaries.
2. Applied Professional Services, Inc. and or its employees cannot guarantee that all conductible and/or non-conductible utilities within the project boundaries can or will be found.

Deliverables:

1. A pdf of correspondence and field reports associated with utility locates.

Task 5 – Predesign Report

Consultant shall prepare a predesign report with basis of design information, including the following:

- A. Prepare sewer basin analysis for Trospen Tributary (Tributary T), to include information from City 2015 Sewer Plan and available current sewer plan update information. Basin information to include confirmation of projections for Base Sanitary Flow (BSF), Average Daily Flow (ADF) and Peak Hourly Flow (PHF).
- B. Confirm City preferred alternative to provide gravity sewer service along Trospen Road (54th Avenue SW) with stubs to abutting properties and intersection roads.
- C. Prepare hydraulic analysis, including size and slopes of gravity sewers for the Project.
- D. Incorporate data and information obtained from other investigations in other tasks including Field Survey, Geotechnical, Cultural Resources, Wetlands/Critical Areas, and Utility Locates. Identify project constraints and conditions associated with respective investigations.
- E. Identify all City sewer standards and design criteria applicable to the Project.
- F. Identify all required permits and approvals to be obtained prior to construction.
- G. Prepare preliminary construction cost estimate.

- H. Provide draft report to City for review.
- I. Provide final report to City, to incorporate QA/QC comments and City comments on draft report.

Assumptions:

- 1. City to provide current basin information related to current sewer comprehensive planning efforts.
- 2. City staff will provide comments on predesign deliverables within two (2) weeks.

Deliverables:

- 1. A pdf of Draft Predesign Report;
- 2. A pdf of Final Predesign Report;

Task 6 – Permitting and Environmental Services

Consultant shall complete permitting and environmental services tasks prior to completion of final design, including the following:

- A. Prepare Draft SEPA Checklist and send to the City for review. This draft will incorporate findings of Task 3 – Geotechnical Investigations and Reporting, Task 4 – Utility Coordination, Task 5 – Predesign Report, Task 6.1 – Wetlands, and Task 6.2 Cultural Resources.
- B. Incorporate City comments and prepare the final draft of the SEPA Checklist for City issuance of SEPA Determination.
- C. Prepare Stormwater Pollution Prevention Plan (SWPPP) for inclusion in the bid documents.
- D. Prepare Ecology Construction Stormwater General Permit (CSWGP) coverage documents for disturbance of over one acre. Documents to include Notice of Intent (NOI) and instructions in the bid documents for transfer of permit coverage to the contractor for construction phase.

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.

Deliverables:

1. A pdf and word file of Draft SEPA Checklist;
2. A pdf and word file of Final SEPA Checklist;
3. A pdf and word file of the SWPPP;
4. A pdf of Ecology CSWGP documentation.

Task 6.1 – Cultural Resources by Subconsultant

Cultural resources investigation for sewer main alignments to be completed by subconsultant (Cultural Resource Consultants) and include the following:

- A. Completion of Washington Department of Ecology Cultural Resources Review Form, as required for Ecology SRF-funded projects;
- B. Background Research;
- C. Field Identification, including pedestrian survey, subsurface excavations in right-of-way outside pavement, and archaeological monitoring of geotechnical borings;
- D. Documentation of Findings;
- E. Cultural Resources Assessment Report.

Assumptions:

1. Methods will be consistent with State Department of Archaeology and Historical Preservation (DAHP) guidelines.

Deliverables:

1. A pdf of the Draft Cultural Resources Assessment Report;
2. A pdf of the Final Cultural Resources Assessment Report.

Task 6.2 – Wetlands by Subconsultant

Wetlands investigation for sewer main alignments to be completed by subconsultant (EnCo, Inc.) and include the following:

- A. Critical Areas Field Assessment and Report;
- B. Research Resource Maps;
- C. Establish Up to 12 Test Plots;

- D. Set Flags: Flags to be set in area between right-of-way boundary and edge of pavement.

Assumptions:

- 1. Wetland delineations will only be made for apparent wetlands within City right-of-way. Wetland ratings, buffer width determinations and full delineation reports are not included. Such documents may be added, as appropriate based on delineations along the project corridor.

Deliverables:

- 1. A pdf of the Draft Critical Areas Report;
- 2. A pdf of the Final Critical Areas Report.

Task 7 – Prepare 30% Plans, Specifications and Cost Estimate

Consultant shall prepare 30% design effort documents of the proposed sanitary sewers, including the following:

- A. Plans to include title sheet, legend, location and vicinity maps, survey control and alignments, temporary erosion and sedimentation control, traffic control, sanitary sewer plan and profile, surface restoration, cross-sections, special notes and special details. Plans to include City Standard Plans and Details and WSDOT Standard Plans, as applicable.
- B. Specifications to include WSDOT special provisions, based on the 2026 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- C. Cost estimate to include bid proposal with quantities and all bid items.
- D. Incorporate QA/QC comments and City comments from Task 5 – Predesign Report.

Assumptions:

- 1. City staff will provide comments on design deliverables within three (3) weeks.
- 2. City will schedule a City Development Review Committee (DRC) meeting with City Staff to review permitting requirements for project. Consultant will attend meeting.

Deliverables:

- 1. A pdf of the Half-Scale Plans.

2. A pdf and word file of the Specifications, including Special Provisions.
3. A pdf and excel file of the Construction Cost.
4. AutoCAD files.

Task 8 – Prepare 60% Plans, Specifications and Cost Estimate

Consultant shall prepare 60% design effort documents of the proposed sanitary sewers, including the following:

- A. Plans to include title sheet, legend, location and vicinity maps, survey control and alignments, temporary erosion and sedimentation control, traffic control, sanitary sewer plan and profile, surface restoration, cross-sections, special notes and special details. Plans to include City Standard Plans and Details and WSDOT Standard Plans, as applicable.
- B. Specifications to include WSDOT special provisions, based on the 2026 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- C. Cost estimate to include bid proposal with quantities and all bid items.
- D. Incorporate QA/QC comments and City comments from Task 7 – Prepare 30% Plans, Specifications and Cost Estimate.

Assumptions:

1. City staff will provide comments on design deliverables within three (3) weeks.

Deliverables:

1. A pdf of the Half-Scale Plans.
2. A pdf and word file of the Specifications, including Special Provisions.
3. A pdf and excel file of the Construction Cost.
4. AutoCAD files.

Task 9 – Prepare 90% Plans, Specifications and Cost Estimate

Consultant shall prepare 90% design effort documents of the proposed sanitary sewers, including the following:

- A. Plans to include title sheet, legend, location and vicinity maps, survey control and alignments, temporary erosion and sedimentation control, traffic control, sanitary sewer plan and profile, surface restoration, cross-sections, special notes and special details. Plans to include City Standard Plans and Details and WSDOT Standard Plans, as applicable.

- B. Specifications to include WSDOT special provisions, based on the 2026 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- C. Cost estimate to include bid proposal with quantities and all bid items.
- D. Incorporate QA/QC comments and City comments from Task 8 – Prepare 60% Plans, Specifications and Cost Estimate.

Assumptions:

- 1. City will compile front end documents from the project specifications. Such documents include the bid proposal, contracts, bonds, and Divisions 1 and 2 special provisions.
- 2. Department of Ecology will provide SRF inserts for forms, requirements and language to be included in project specifications.
- 3. City staff will provide comments on design deliverables within three (3) weeks.

Deliverables:

- 1. A pdf of the Half-Scale Plans.
- 2. A pdf and word file of the Specifications, including Special Provisions.
- 3. A pdf and excel file of the Construction Cost.
- 4. AutoCAD files.

Task 10 – Prepare Final Plans, Specifications and Cost Estimate

Consultant shall prepare final design effort documents of the proposed sanitary sewers, including the following:

- A. Plans to include final version stamped and signed by project manager.
- B. Plans to include title sheet, legend, location and vicinity maps, survey control and alignments, temporary erosion and sedimentation control, traffic control, sanitary sewer plan and profile, surface restoration, cross-sections, special notes and special details. Plans to include City Standard Plans and Details and WSDOT Standard Plans, as applicable.
- C. Specifications to include WSDOT special provisions, based on the 2026 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- D. Cost estimate to include bid proposal with quantities and all bid items.

- E. Incorporate QA/QC comments and City comments from Task 9 – Prepare 90% Plans, Specifications and Cost Estimate.

Assumptions:

1. City will compile front end documents from the project specifications. Such documents include the bid proposal, contracts, bonds, and Divisions 1 and 2 special provisions.
2. Department of Ecology will provide SRF inserts for forms, requirements and language to be included in project specifications.

Deliverables:

1. A pdf of the Half-Scale Plans.
2. A pdf and word file of the Specifications, including Special Provisions.
3. A pdf and excel file of the Construction Cost.
4. AutoCAD files.

Task 11 – Bid and Award Services

Consultant shall assist City during bid and award phase, including the following:

- A. Respond to contractor inquiries.
- B. Prepare addenda, as necessary.

Assumptions:

1. City will review bids, review supplemental bidder criteria, prepare bid tabulation, and prepare an award recommendation letter.

Deliverables:

1. Documentation of responses to contractor inquiries.
2. A pdf of stamped and signed addendum, if issued.

Task 12 – Quality Assurance / Quality Control Reviews

Consultant shall provide QA/QC reviews throughout design phase of the project, including the following:

- A. Oversee five in-house quality assurance / quality control (QA/QC) reviews of engineering products to include design and constructability reviews,

risk management assessment, and identification and review of critical-path items. QA/QC meetings to be held prior to the following deliverables:

- 1. Draft Predesign Report
 - 2. 30% design level
 - 3. 60% design level
 - 4. 90% design level
 - 5. Final design.
- B. The meetings will include senior project staff and selected design team members.
 - C. Ensure incorporation of relevant recommendations and suggestions into Bid/Construction Documents resulting from QA/QC reviews.

Assumptions:

- 1. Consultant project manager shall complete final review of all deliverables, prior to transmittal to City.

Deliverables:

- 2. QA/QC meeting minutes, if requested by City.

Task 13 – Management Reserve

Provide a discretionary allowance for unanticipated labor, expenses, or professional services not specifically identified in Tasks 1 through 12 in this Scope of Services. No work can be performed under this Task without prior written authorization from the City.

Assumptions:

- 1. Consultant project manager shall complete final review of all deliverables, prior to transmittal to City.

Deliverables:

- 2. As requested by City.

EXHIBIT B

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of Tumwater - Trosper Sewer Extension

Tasks	Principal/ Project Manager Hours	Project Engineer Hours	Engineer-in- Training Hours	Envir. Specialist Hours	AutoCAD Technician Hours	PLS Hours	Field Survey Member Hours	Subcon- sultant with Markup	Task Total
1. Project Management	56								\$ 15,120
2. Data Collection - Topographic Survey & ROW Mapping	4	10	16		80	64	200		\$ 59,932
3. Geotechnical Investigations and Reporting	6	8	12	8	8				\$ 7,484
3.1 Geotechnical by Subconsultant								\$56,309	\$ 56,309
4. Utility Coordination	4	12	24		24				\$ 10,608
4.1 Utility Locates by Subconsultant								\$29,700	\$ 29,700
5. Predesign Report	24	48	100		36				\$ 37,440
6. Permitting and Environmental Services	8	12	18	80	16				\$ 21,676
6.1 Cultural Resources by Subconsultant								\$18,502	\$ 18,502
6.2 Wetlands by Subconsultant								\$20,955	\$ 20,955
7. Prepare 30% Plans, Specifications and Cost Estimate	16	60	140		160				\$ 60,400
8 Prepare 60% Plans, Specifications and Cost Estimate	16	60	140		160				\$ 60,400
9 Prepare 90% Plans, Specifications and Cost Estimate	16	60	140		160				\$ 60,400
10 Prepare Final Plans, Specifications and Cost Estimate	16	40	100		80				\$ 39,320
11 Bid & Award Services	4	6	8		8				\$ 4,676
12 Quality Assurant / Quality Control Reviews	48	24	24	8					\$ 23,088
13 Management Reserve									\$ 50,000
Hour Estimate:	218	340	722	96	732	64	200		
Estimated Fully Burdened Hourly Rates:	\$270	\$210	\$162	\$150	\$130	\$215	\$150		
Labor Cost:	\$58,860	\$71,400	\$116,964	\$14,400	\$95,160	\$13,760	\$30,000		

Total Fully Burdened Labor Cost:	\$ 400,544						\$ 125,466	\$ 576,010
Direct Non-Salary Cost:								
Mileage & Expenses (Mileage @ current IRS rate)	\$ 1,200							\$ 1,200
Title Reports	\$ 850							\$ 850
Subconsultants:								
Geotechnical (PanGEO, Inc.)	\$ 51,190							
Cultural Resources (Cultural Resources Consultants)	\$ 16,820							
Wetlands (EnCo, Inc.)	\$ 19,050							
Utility Locates (APS, Inc.)	\$ 27,000							
Subconsultant Overhead (10%)	\$ 11,406							
Management Reserve	\$ 50,000							
TOTAL ESTIMATED COST:	\$ 578,060							\$ 578,060

* 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.

EXHIBIT “C”

GRAY & OSBORNE, INC.

**PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 30, 2027****

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 75.00	to	\$198.00
Electrical Engineer	\$125.00	to	\$255.00
Structural Engineer	\$125.00	to	\$250.00
Environmental Technician/Specialist	\$105.00	to	\$190.00
Engineer-In-Training	\$115.00	to	\$180.00
Civil Engineer	\$145.00	to	\$195.00
Project Engineer	\$155.00	to	\$220.00
Project Manager	\$165.00	to	\$283.00
Principal-in-Charge	\$180.00	to	\$283.00
Field Inspector	\$125.00	to	\$205.00
Field Survey Member	\$85.00	to	\$160.00
Professional Land Surveyor	\$150.00	to	\$230.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.70 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

Chapter 3.46
CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;
2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or
3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;
4. The contractor is a public entity;
5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

- A. Within the city;
- B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and
- C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)

TO: City Council
 FROM: Joseph Norman, Senior Engineer
 DATE: June 16, 2026
 SUBJECT: Project Prospectus with Washington State Department of Transportation for the X Street Roundabout project

1) Recommended Action:

Authorize the Mayor to sign the Project Prospectus with the Washington State Department of Transportation for the X Street Roundabout project.

This project was recommended for approval on the consent calendar by the Public Works Committee at their June 4, 2026 meeting.

2) Background:

The X Street Roundabout (located at the intersection of X Street and Capitol Blvd) 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 was the Interstate 5 / Trospen Road / Capitol Boulevard Reconfiguration project, which is physically complete. The third project is the Capitol Boulevard Design project which completes 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.

The City was awarded \$2,941,000 in federal grants administered by Thurston Regional Planning Council.

This Local Agency Federal Aid Prospectus is a required document by the Washington State Department of Transportation for release of FHWA grant funding. This Local Agency Federal Aid Prospectus simply updates existing agreements to increase the amount of grant funding for the project. These agreements must be executed by June 30, 2026 for the City to receive the funds and for the region to meet federal fund obligation commitments.

3) Policy Support:

Strategic Priorities & Goals 2026-2032

Community Mobility – Implement Capitol Boulevard Plan. Provide a safe, efficient, and cost-effective transportation system.

4) Alternatives:

Do not authorize the Mayor to sign the Prospectus and reject the funding.

5) Fiscal Notes:

The total project cost estimate is \$4,892,703.00 for the construction phase; the City has been awarded five separate grants totaling approximately \$5,373,000 for the project, local funds are programmed in the Transportation CFP budget.

6) Attachments:

A. Local Agency Federal Aid Project Prospectus

ATTACHMENT A - LOCAL AGENCY FEDERAL AID PROJECT PROSPECTUS



**Washington State
Department of Transportation**

**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date
Federal Aid Project Number STPUS	5235	018	DUNS Number 03-851-7355
Local Agency Project Number LA10385	(WSDOT Use Only)		Federal Employer Tax ID Number 91-6001520
Agency City of Tumwater	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other	
Project Title X Street Roundabout		Start Latitude N 46.991561 End Latitude N 46.993444	Start Longitude W 122.907667 End Longitude W 122.907610
Project Termini From-To X Street X Street		Nearest City Name Tumwater	Project Zip Code (+4) 98501-4072
Begin Mile Post	End Mile Post	Length of Project 0.20	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Route ID	Begin Mile Point	End Mile Point	City Number 1325
			County Number 34
			County Name Thurston
WSDOT Region Olympic Region	Legislative District(s) 22	Congressional District(s) 10	Urban Area Number 6

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W	2,811,600	379,600	2,432,000	August	202
Const.	4,892,700	1,951,700	2,941,000	June	202
Total	7,704,300	2,331,300	5,373,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width
56 feet

Number of Lanes
5

Principal arterial; 56 feet wide curb to curb; 12' wide outside/two-way left turn lanes and 10' wide inside lanes; tangents and slight curves; flat; lack of ADA and multi-modal facilities.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Roundabout in keeping with the Capitol Boulevard Corridor Plan. Includes multi-modal facilities, stormwater utilities, and right-of-way acquisition.

Local Agency Contact Person Brandon Hicks	Title Director	Phone 360-754-4140
Mailing Address 555 Israel Road SW	City Tumwater	State WA
	Zip Code 98501	
Project Prospectus	By _____ Approving Authority	
	Title Transportation and Engineering Director	Date

Agency City of Tumwater	Project Title X Street Roundabout	Date
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input checked="" type="checkbox"/> Other <input type="checkbox"/> Bridge	56	5

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35	25
Design Speed	30/35	25
Existing ADT	19200	830
Design Year ADT	26350	1300
Design Year	2035	2035
Design Hourly Volume (DHV)	2635	130

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant (non-federally funded)	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency City of Tumwater	Project Title X Street Roundabout	Date
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Right of Way

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation	<input checked="" type="checkbox"/> Relocation Required
--	---	---

Utilities

No utility work required

All utility work will be completed prior to the start of the construction contract

All utility work will be completed in coordination with the construction contract

Railroad

No railroad work required

All railroad work will be completed prior to the start of the construction contract

All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

The project will replace water main on Capitol Boulevard replacing existing cast iron along X Street with ductile iron upsizing existing storm system within project limits replacing existing concrete sewer with modern materials

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

The project will reconstruct a signalized intersection as a roundabout

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Tumwater

Date

By _____ Mayor/Chairperson

TO: City Council
 FROM: Jared VerHey, Capital Projects Manager
 DATE: June 16, 2026
 SUBJECT: Project Prospectus with Washington State Department of Transportation for the Deschutes Valley Trail project

1) Recommended Action:

Authorize the Mayor to sign the Project Prospectus with the Washington State Department of Transportation for the Deschutes Valley Trail project.

This Project Prospectus was recommended for approval on the consent calendar by the Public Works Committee at their June 4, 2026 meeting.

2) Background:

The Deschutes Valley Trail is a multi-use trail from Tumwater Historical Park to Pioneer Park consisting of seven total segments (A1, A2, B, C, D, Palermo Spur and Deschutes Valley Park Spur). Segment A1 was constructed in 2021. The recommended action is for Segment C.

Segment C extends approximately 1.15 miles, traverses varying and complex terrain features, and navigates through and adjacent to critical areas along Tumwater Valley Golf Course. The trail will be 10' wide and integrated into the existing golf cart path with protective fencing through sections of the golf course. The trail will be designed to meet ADA guidelines for accessibility.

This Local Agency Federal Aid Prospectus is a required document by the Washington State Department of Transportation for release of FHWA grant funding. This Local Agency Federal Aid Prospectus simply updates existing agreements to increase the amount of grant funding for the project. These agreements must be executed by June 30, 2026 for the City to receive the funds and for the region to meet federal fund obligation commitments.

3) Policy Support:

Strategic Priorities & Goals 2026-2032
 Community Mobility - Develop a city-wide trail system.

4) Alternatives:

Do not recommend for approval and authorization

5) Fiscal Notes:

Deschutes Valley Trail, Segment C is estimated to be \$5,552,700, with \$2,595,000 federal funding administered by Thurston Regional Planning Council and \$2,957,700 coming from

the Metropolitan Park District, Park Impact Fees and the General Fund.
This project and the funding necessary to complete this work is included in the 2026-2031 Capital Facility Plan (CFP). The Deschutes Valley Trail is identified as General Governmental Project GG-05, Deschutes Valley Trail.

6) Attachments:

A. Local Agency Federal Aid Project Prospectus



Local Agency Federal Aid Project Prospectus

Prefix	Route	()	Date	
Federal Aid Project Number			DUNS Number	03-851-7355
Local Agency Project Number		(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001520

Agency City of Tumwater	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Deschutes Valley Trail, Segment C	Start Latitude N 47.004794 End Latitude N 46.996678	Start Longitude W 122.903611 End Longitude W 122.893297			
Project Termini From-To Tumwater Valley Dr T Street	Nearest City Name Tumwater	Project Zip Code (+4) 98501-4072			
Begin Mile Post	End Mile Post	Length of Project 1.15	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID	Begin Mile Point	End Mile Point	City Number 1325	County Number 34	County Name Thurston
WSDOT Region Olympic Region	Legislative District(s) 22	Congressional District(s) 10	Urban Area Number 6		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.	5,552,700	2,957,700	2,595,000	June	2026
Total					

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 8' cart path	Number of Lanes
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Existing golf course and portions of the ~8' cart path.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The City of Tumwater is proposing the Deschutes Valley Trail Project, which would complete the design and permitting for construction of a non-motorized trail. The project includes two segments: Segment C and the Deschutes Valley Spur. The goal of Segment C is to complete a missing link in the existing trail by providing a paved, non-motorized trail along the edge of the existing Valley Golf

Local Agency Contact Person Brandon Hicks	Title Director	Phone 360-754-4140	
Mailing Address 555 Israel Road SW	City Tumwater	State WA	Zip Code 98501
Project Prospectus	By _____ Approving Authority		
	Title Transportation and Engineering Director	Date	

Agency City of Tumwater	Project Title Deschutes Valley Trail, Segment C	Date
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width 10	Number of Lanes
<input checked="" type="checkbox"/> New Construction <input checked="" type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input checked="" type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
		<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
		<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
		<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
		<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Terrain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed		
Design Speed		
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant (non-federally funded)	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency City of Tumwater	Project Title Deschutes Valley Trail, Segment C	Date
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
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Utilities

No utility work required

All utility work will be completed prior to the start of the construction contract

All utility work will be completed in coordination with the construction contract

Railroad

No railroad work required

All railroad work will be completed prior to the start of the construction contract

All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

The project will install reclaimed water irrigation piping infrastructure to the project limits for a future connection to Pioneer Park.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

No structures over 30' above grade will be installed.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Tumwater

Date

By _____
Mayor/Chairperson

TO: City Council
 FROM: Melody Valiant, City Clerk
 DATE: June 16, 2026
 SUBJECT: Reappointment of Shane Harrington and Charlie Schneider to the Board of Parks and Recreation Commissioners

1) Recommended Action:

Approve Mayor Dahlhoff’s reappointment of Shane Harrington and Charlie Schneider to the Board of Parks and Recreation Commissioners.

2) Background:

Shane Harrington and Charlie Schneider have contributed their time and expertise to the Board of Parks and Recreation Commissioners. Upon Council confirmation, the 3-year term for Shane Harrington and Charlie Schneider on the Board of Parks and Recreation Commissioners will expire June 1, 2029.

3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

Tumwater is a thriving, inclusive and people-centered city where a resilient economy, vibrant neighborhoods, and a healthy natural environment foster deep community connection, civic pride, and a shared commitment to honoring our history while shaping a dynamic tomorrow.

We Believe in PEOPLE:

Partnership | We work in partnership with residents, businesses, community organizations, and governments to address challenges and advance shared goals

4) Alternatives:

- Confirm some of the reappointments
 - Do not confirm the reappointments
-

5) Fiscal Notes:

There is no fiscal impact associated with this report.

6) Attachments:

- A. Applications and supplemental information.

APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests.

Name: Rado "Shane" Harrington

Address: [REDACTED]

[REDACTED]

Telephone: [REDACTED] (Home) 36 [REDACTED] (Cell)

[REDACTED] (Work)

Date: 03/24/2021 Email: [REDACTED]

BOARD, COMMITTEE OR COMMISSION

PREFERENCE NUMBER:

Barnes Lake Management District Steering Committee
Eleven members; Mayoral appointment; two-year terms; active

Board of Parks and Recreation Commissioners:
Seven members; Mayoral appointment with Council confirmation; three-year terms; active

2

Civil Service Commission:
Three members; Mayoral appointment; six-year terms; active

Crime Stoppers:

One citizen representative; Mayoral appointment with Council confirmation; three-year terms; active

Historic Preservation Commission:

Seven members; Mayoral appointment with Council confirmation; three-year terms; active

Planning Commission:

Nine members; Mayoral appointment with Council confirmation; four-year terms; active

_____ 1 _____

Thurston Community Television:

One citizen representative; Mayoral appointment; three-year terms; active

Tree Board:

Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active

Rado "Shane" Harrington, PhD, MBA

LETTER OF INTEREST

I hope to serve in a position that will welcome my wisdom, talents, and expertise, while successfully utilizing my skills for the greater good. Therefore, I am applying for the open position on the **City of Tumwater's Planning Commission**. I am experienced in this specific type of role, having served as a Planning Commissioner in the City of Richland, WA, before relocating to Bellevue, WA in 2010.

I consider myself fortunate to have served in a variety of positions over the years but took a break from doing so over the past decade to focus on my family and career, which included owning and operating a small business. My desire is to return to volunteer service, performing an integral function that affords me the opportunity to make an optimal contribution. My qualifications are as follows:

VOLUNTEER EXPERIENCE

- City of Richland Planning Commission, Commissioner (2009-2010)
- Yakima County Development Association, Board Member (2004-2005)
- Sunnyside Chamber of Commerce, Board Member (2004-2005)
- Greater Yakima Chamber of Commerce, Board Member (2004-2005)
- Sunnyside Economic Development Association, Executive Director (2004-2005)
- Richland Chamber of Commerce Economic Development Committee, Member (2003-2004)
- Mid-Columbia Small Business Council, Chair (2002-2004)
- Richland Riverside Rotary, Rotarian (2001-2006)

ACADEMIC CREDENTIALS

- Post-Doctoral Study in Investigative Psychology & Forensic Interviewing
- PhD in Health Psychology, Walden University (2011; 3.94 GPA)
- MBA in Project Management, City University of Seattle (2003; 3.54 GPA)
- BA in Social Sciences (Criminal Justice), Washington State University (2000; 3.00 GPA)
- AA in General Studies, Columbia Basin College (1999; 3.00 GPA)
- EMT, University of Alaska-Anchorage (1999; 4.00 GPA)

WORK HISTORY

- Harrington Investigations P.C., Principal, Private Investigator (2013-present)
- Harrington Consulting, Consultant, Investigative Researcher (2001-present)
- Trios Health, Basic Life Support Instructor (2000-2006)

REFERENCES

Mark Baum	Erin Nacey	Preston White
[Redacted Contact Information]		

[Redacted Contact Information]	[Redacted Contact Information]	[Redacted Contact Information]
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Hanna Miles

From: Pete Kmet
Sent: Sunday, November 21, 2021 1:35 PM
To: [REDACTED]
Cc: Chuck Denney; Hanna Miles; Debbie Sullivan
Subject: Appointment to Parks and Recreation Commission

Hi Shane. Thank you for taking the time to interview with us (again). With consensus from the interview panel, I have decided to recommend your appointment to Tumwater's Parks and Recreation Commission.

That appointment will be on the Council's agenda for their concurrence at their Dec 7th meeting. I expect they will approve of your appointment. You are welcome to join us that evening (via Zoom) if you wish to introduce yourself to the Council. Let me know and I'll have Hanna send a Zoom link to you.

Once you are appointed, Chuck Denney will contact you to provide you with an orientation.

Feel free to contact me if you have any questions.

Congratulations! I think you will be a great addition to the Parks and Recreation Commission!

Pete

Pete Kmet, Mayor
City of Tumwater
360 754 4120
pkmet@ci.tumwater.wa.us

CITY OF TUMWATER
MAR - 6 2017
EXECUTIVE DEPARTMENT

A

APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests.

Name: CHARLES SCHNEIDER

Address: 

Telephone:  (Cell)

_____ (Work)

Date: 3/6/17 Email: 

BOARD, COMMITTEE OR COMMISSION

PREFERENCE NUMBER:

Barnes Lake Management District Steering Committee
Eleven members; Mayoral appointment; two-year terms; active

Board of Parks and Recreation Commissioners:
Seven members; Mayoral appointment with Council confirmation; three-year terms; active

1

Civil Service Commission:
Three members; Mayoral appointment; six-year terms; active

Dear Mayor Kmet,

My name is Charles Schneider and my wife and I have lived in Tumwater since January 2015. Before moving to Tumwater I lived in Las Vegas, Nevada for over 20 years and became involved with many volunteer groups that helped enrich my community and the world we live in, Habitat for Humanity, Camps for Foster kids, Sierra Club National Outings Leader, Las Vegas Inner City Outings Chairperson, an outreach program of the Sierra Club and the American Hiking Society to mention just a few of the groups I belonged to. Since moving here I've taken an active role in many of the volunteer opportunities that the city of Tumwater has to offer. I'm proud and honored to be taking part in TYP, Stream Team, the Volunteer Tumwater Program with Monica Langford, Adopt-A-Road and soon with Adopt-A-Park. I've also been coordinating with Lt. Jay Mason in implementing a Neighborhood Watch Program in our area. Besides volunteering for the city of Tumwater I'm volunteering with Capitol Land Trust and Native Plant Salvage Foundation. It's my belief that with all the experience I have with kids and the outdoors that I could serve the city and its citizens well by becoming a member on the Board of Parks and Recreation Commissioners.

Thank you ahead of time for considering me for this important position.

Charles Schneider

Charles Schneider

TO: City Council
FROM: Paul Simmons, City Administrator
DATE: June 16, 2026
SUBJECT: Timberland Regional Library Agreement Amendment 2

1) Recommended Action:

Authorize the Mayor to sign the Second Amendment to the Agreement between the City of Tumwater and Timberland Regional Library.

2) Background:

The City and Timberland Regional Library entered into an agreement effective November 3, 2015. The First Amendment of this agreement was signed November 3, 2025, and will expire June 30, 2026. The City and the Library desire to continue providing library services and are currently negotiating the terms of the agreement. The Second Amendment to the agreement will extend the agreement to December 31, 2026 to allow time for those negotiations to continue.

3) Policy Support:

City of Tumwater Mission, Vision, Values

Partnership - We work in partnership with residents, businesses, community organizations, and governments to address challenges and advance shared goals.

4) Alternatives:

- Propose an alternate amendment.
 - Don't sign the amendment and terminate the agreement with the library.
-

5) Fiscal Notes:

N/A

6) Attachments:

- A. Second Amendment to the Agreement Between the City of Tumwater and Timberland Regional Library.

**SECOND AMENDMENT
TO
AGREEMENT BETWEEN THE CITY OF TUMWATER
AND
TIMBERLAND REGIONAL LIBRARY**

This Second Amendment ("Amendment") is dated effective this _____ day of _____, 2026, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Timberland Regional Library ("LIBRARY"), an intercounty rural library district.

A. The CITY and the LIBRARY entered into an Agreement dated effective November 3, 2015, whereby the CITY agreed to maintain the Tumwater Library facility and the LIBRARY agreed to provide public library services ("Agreement").

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

C. Section 17 of the Agreement provided that the term of the Agreement may be extended for additional five (5) year extensions or, upon expiration of the term, the LIBRARY shall have thirty (30) days to complete removal of its property from the Tumwater Library.

D. The CITY and LIBRARY entered into a First Amendment dated effective November 3, 2025, extending the term to June 30, 2026.

E. The CITY and LIBRARY desire to continue providing library services in the Tumwater Library facility and do not wish to terminate the Agreement.

F. The CITY and the LIBRARY desire to amend the Agreement to continue the services described therein by extending the term of the Agreement by six additional months to allow time to negotiate the terms of a 5-year renewal.

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

1. TERM.

Section 17 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2026.

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

LIBRARY:
TIMBERLAND REGIONAL LIBRARY
415 Tumwater Boulevard SW
Tumwater, WA 98501

Leatta Dahlhoff
Mayor

Printed Name: _____
Title: _____

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

TO: City Council
FROM: Kelly Adams, Assistant City Administrator
DATE: June 9, 2026
SUBJECT: Economic Development Quarterly Update

1) Recommended Action:

This is a quarterly update to Council on the progress of Economic Development work.

2) Background:

Over the last quarter, staff advanced work in five related areas: Opportunity Zones, the Economic Development Element update, the Brewery District’s redevelopment readiness, business outreach and recruitment, and regional placemaking.

Opportunity Zone Application

Staff submitted Tumwater’s Opportunity Zone application to the Washington State Department of Commerce in partnership with the Thurston Economic Development Council. The application required significant coordination and data collection with the City of Olympia, the Port of Olympia, City Community Development staff, and regional partners, and positions key redevelopment areas for future investment and infrastructure coordination.

Comprehensive Plan Development

Staff completed draft policy and implementation tables for the Economic Development Comprehensive Plan Element and presented them to the Planning Commission. Feedback was positive, with plain talk language refinements requested. Broader outreach is now underway with local economic development partners.

Brewery District Redevelopment Readiness

Brewery District and brownfield work progressed on multiple fronts. The Old Tumwater Brewery Boiler House demolition project was advanced by the House Appropriations Committee and included in the FY27 House budget through Congresswoman Marilyn Strickland’s Community Project Funding process. Staff also executed a new Qualified Environmental Professional agreement with Pioneer Technologies who will soon initiate the Phase II environmental work on the Brewery Warehouse property.

Business Outreach and Support

Business outreach focused on lessons learned and active recruitment.

Regional Place Making

Staff attended the City Nation Place conference in Vancouver, B.C., as part of a broader Thurston County delegation. The conference is an early step toward a coordinated regional placemaking strategy focused on civic pride, positive perception, bookable visitor experiences, and alignment between jurisdictions.

3) Policy Support:

Strategic Plan 2026-2032

Focus Area: Growth and Development

Pursue and support targeted community and economic development.

4) Alternatives:

N/A

5) Fiscal Notes:

N/A

6) Attachments:

None