



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

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

**Thursday, March 05, 2026
11:00 AM**

1. Call to Order
2. Roll Call
3. Reimbursable Agreement with Washington State Department of Transportation for the Tumwater Blvd & I-5 Interchange Project (Transportation & Engineering Department)
4. Acceptance of Work with Northwest Cascade for the Linwood Avenue Sidewalk, Susitna Lane to 2nd Avenue project (Transportation & Engineering Department)
5. Committee Meeting Schedule (Executive Department)
6. Additional and Future Items
7. Adjourn

Meeting Information

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

Watch Online

<https://us02web.zoom.us/j/81850450109?pwd=jtKwD2GyydFCbja92bW9HRQ0bLH02b.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 818 5045 0109 and Passcode 810259.

Public Comment

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

Post Meeting

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

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an

accommodation or alternate format of communication, please contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

TO: Public Works Committee
 FROM: Ryan Blaser, Engineer III
 DATE: March 5, 2026
 SUBJECT: Reimbursable Agreement with Washington State Department of Transportation for the Tumwater Blvd & I-5 Interchange Project

1) Recommended Action:

Place the Reimbursable Agreement with Washington State Department of Transportation for the Tumwater Blvd & I-5 Interchange Project on the March 17, 2026, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The Interstate 5 / Tumwater Boulevard SW interchange includes an existing traffic signal at the southbound on/off ramp and a stop-controlled condition at the northbound on/off ramp. The existing configuration of the interchange does not meet level of service standards for certain traffic movements and is approaching level of service failures in other movements. In addition, the interchange lacks pedestrian and bicycle facilities. With increased development in the vicinity, the demand on the interchange will increase over time, which will require a full reconstruction of the interchange.

The first phase of the project is currently under design and is focused on constructing a roundabout at the northbound on / off ramp. This improvement will significantly increase the capacity of the interchange and enhance multi-modal safety which is needed to support future growth.

The second phase of the project is currently in the preliminary design stage and will include a roundabout for the southbound on / off ramp along with future adjustments to the existing I-5 overpass to accommodate bicycle and pedestrian facilities.

This agreement provides funding for WSDOT staff to complete design review and construction inspection support for work in state right of way.

3) Policy Support:

Strategic Priorities, Vision, Mission, & Values

Create and maintain a transportation system safe for all modes of travel. Provide a safe, efficient, and cost-effective transportation system.

4) Alternatives:

- Reject the agreement.
-

5) Fiscal Notes:

This reimbursable agreement is for \$200,000, however, the city will only be billed actual direct and related indirect costs. The project includes a mix of development mitigation fees, grants, and ending fund balance from the Transportation CFP.

6) Attachments:

- A. Reimbursable Agreement with WSDOT for the Tumwater Blvd & I-5 Interchange Project



Washington State Department of Transportation

Project Review Reimbursable Agreement

Project Review Reimbursable Agreement		Applicant or Local Agency City of Tumwater	
Agreement Number J C8658		Billing Address 555 Israel Rd. SW Tumwater, WA 98501	
SWV # 0007172			
Region Olympic		Contact Email	
Contact Name		Contact Phone	
Estimated Costs This estimate is based on the best available information to date and includes WSDOT's Indirect Cost Rate \$200,000		Surety Amount \$ <input type="checkbox"/> Not Applicable	
SR n/a	MP n/a	Project Name Tumwater Blvd & I-5 Interchange	
Detailed Description of Work by WSDOT <input checked="" type="checkbox"/> Project Review Allow compensation for WSDOT labor in reviewing project at the interchange. <input checked="" type="checkbox"/> Inspection <input type="checkbox"/> Other			

This AGREEMENT is entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above named "APPLICANT OR LOCAL AGENCY," hereinafter the "ENTITY;" herein after referred to individually as the "Party" and collectively as the "Parties."

Recitals

- The ENTITY has requested WSDOT to perform the above described work, and WSDOT is authorized and willing to perform the work.
- The ENTITY is responsible for the costs associated with the work.
- WSDOT is prohibited from the costs of mitigating utilities without a real property right under chapter 47.44 RCW

NOW THEREFORE, pursuant to the terms, conditions and performances contained herein and/or attached hereto, and by this reference made a part of this Agreement,

It Is Mutually Agreed to As Follows:

1. GENERAL

- The WSDOT agrees to perform the above described work requested by the ENTITY, using state labor, equipment and materials.
- To secure payment of the potential costs incurred in the review process, WSDOT requests that a Surety Amount in the form of Bond, Assignment of Escrow, Certificate of Deposit, Irrevocable Letter of Credit, Check or Money Order in the amount listed above accompany the endorsed original copy of this Agreement.
- All WSDOT reviews, and/or inspections provided by WSDOT are solely for the benefit of WSDOT and not for the ENTITY or any other third party.

2. PAYMENT

- 2.1 The ENTITY, in consideration of the faithful performance of the work by WSDOT, agrees to reimburse WSDOT for the actual direct and related indirect costs associated with the work, including WSDOT's current administrative indirect cost rate.
- 2.2 The ENTITY agrees to make payment for the work by WSDOT within thirty (30) calendar days from the date of a state invoice.
- 2.3 The ENTITY agrees that if it fails to make payment within thirty (30) calendar days of the invoice, the WSDOT may charge interest in accordance with RCW 43.17.240 and may elect to send the outstanding invoice(s) to a WSDOT contracted collection agency resulting in the assessment of additional fees and/or penalties.
- 2.4 Upon payment of all WSDOT invoices by ENTITY, WSDOT will release rights of remaining Surety Amount.

3. INCREASE IN COST

- 3.1 The Parties agree that the estimated cost of the work may be exceeded by up to twenty-five (25) percent. In the event costs exceed the estimated costs by more than twenty-five (25) percent the Parties agree to modify the estimated cost of work by written amendment, signed by both Parties.

4. ASSIGNMENT

- 4.1 This Agreement, and any claim arising under this Agreement, shall not be assignable or delegable by either Party, either in whole or in part.

5. INDEMNIFICATION

- 5.1 Indemnification: To the extent allowable in law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials, or employees, and/or involve those actions covered by RCW 4.24.115, the defense and indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials, or employees.
- 5.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 5.3 This indemnification and waiver will survive the termination of this Agreement.

6. AMENDMENT

- 6.1 This Agreement may be amended by the mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7. TERMINATION

- 7.1 Either Party may terminate this Agreement, with or without cause, by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) calendar days before the effective date of such termination. The ENTITY will reimburse WSDOT for all charges up to the date of termination.

8. DISPUTES

- 8.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy.

- 8.2 In the event that a dispute arises under this Agreement which cannot be resolved by the parties as outlined in Section 8.1, the dispute will be settled in the following manner: Each Party will appoint a member to a dispute board. The members so appointed will jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with either Party. The dispute board will evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board will be final and binding on the Parties. Any costs associated with appointing the third member will be equally shared between the Parties. Each Party shall be responsible for its own costs, including attorneys fees.
- 8.3 The Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court.

9. UTILITY MITIGATION

- 9.1 The Parties agree that should there be any utilities in conflict with the work, which are located within the ENTITY’S jurisdiction, they shall be identified in a timely manner that does not delay the work. The Parties agree to work together in good faith to identify all utilities in conflict with the work. The ENTITY shall develop a utility listing of all facilities in conflict with the work and include the mode of occupation or accommodation for each utility, including but not limited to a franchise, permit, lease, easement, etc. The Parties agree to work together to conduct a thorough utility conflict analysis. Further, the ENTITY agrees that they shall adequately mitigate all utilities so as to not be in conflict with the work, including temporary or permanent relocation. This includes mitigating all utilities who occupy the underlying right-of-way via franchise, permit, ordinance, lease, easement, or any other mode of occupation, in a timely manner that does not delay the work.
- 9.2 State law prohibits WSDOT from expending any funds to mitigate a utility conflict unless the utility’s facilities occupy the underlying right-of-way via a compensable, real property interest, such as an easement. WSDOT does not recognize ENTITY issued franchises, permits, ordinances, or other similar accommodation agreements issued by ENTITY as instruments that convey a compensable, real property interest to a utility. WSDOT, at its sole discretion, reserves the right to alter, de-scope or terminate any of the work within the ENTITY’s jurisdiction at any time if the terms of this section are not satisfied.

10. TERM OF AGREEMENT

- 10.1 The term of the Agreement shall begin upon the date of execution and shall remain in effect until WSDOT has completed the above described work and the ENTITY has made full payment, whichever comes last, unless modified according to Section 6, “AMENDMENT,” above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last signed by the PARTIES below.

REQUESTING ENTITY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

TO: Public Works Committee
 FROM: Colby Fletcher, Engineer III
 DATE: March 5, 2026
 SUBJECT: Acceptance of Work with Northwest Cascade for the Linwood Avenue Sidewalk, Susitna Lane to 2nd Avenue project

1) Recommended Action:

Place the Final Acceptance of Work with Northwest Cascade for the Linwood Avenue Sidewalk, Susitna Lane to 2nd Avenue project on the March 17, 2026 City Council consent calendar with a recommendation for the Mayor to accept the project as complete and authorize the release of the performance bond as soon as the laws of the state of Washington allow.

2) Background:

This project focused on multi-modal improvements on Linwood Avenue from Susitna Lane to 2nd Avenue with a primary focus on pedestrian and bicycle safety improvements. The project constructed new sidewalk and fill-in sections of missing sidewalk along Linwood Avenue and adjacent streets to complete a walkable path between residential neighborhoods and Michael T. Simmons Elementary School. Traffic curb bulb-outs were also constructed at select locations to identify parking areas, provide traffic calming, and reduce vehicle travel speeds. Other improvements included upgrades to existing sidewalk ramps to new ADA standards, concrete driveways, stormwater improvements, asphalt pavement overlay, roadway pavement marking, and signage upgrades.

The Public Works contract with the low bidder, Northwest Cascade, was signed on July 25, 2024, for \$1,451,572.00. Work on this project is now complete, and the final contract total is \$1,683,380.45.

3) Policy Support:

Strategic Priorities, Vision, Mission, & Values

Create and maintain a transportation system safe for all modes of travel. Improve maintenance and interconnectivity of a bicycle and pedestrian system.

4) Alternatives:

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

5) Fiscal Notes:

The project was funded in part by the Transportation Improvement Board (TIB) Fuel Tax Agreement, where a total of \$393,750 was awarded. Local funding match comes from the TBD and Transportation CFP.

6) Attachments:

A. Vicinity Map

LINWOOD AVENUE SIDEWALK, SUSITNA LANE TO 2ND AVENUE



LEGEND

-  SIDEWALK/DRIVEWAY/ADA RAMP IMPROVEMENTS
-  MILL AND INLAY

TO: Public Works Committee
FROM: Paul Simmons, City Administrator
DATE: March 5, 2026
SUBJECT: Committee meeting schedule

1) Recommended Action:

Determine which day and time works best for future meetings of the Public Works Committee.

2) Background:

With new committee assignments the make-up of the Public Works Committee has changed. The day and time of future meetings may need to be changed to accommodate the schedules of committee members.

3) Policy Support:

2026-2032 Strategic Priorities
Tumwater Excellence
Refine and sustain a great organization.

4) Alternatives:

n/a

5) Fiscal Notes:

n/a

6) Attachments:

A. none