



**PUBLIC WORKS COMMITTEE MEETING
AGENDA
CITY HALL – 1104 MAPLE STREET
JUNE 7, 2022 4:00 PM**

Members: Councilmembers Earle Stuard (chair), Curt Brown, Charla Neuman, Barb Bitteto (alternate)

Staff Liaison: Mike Dahlem, Michael Kosa, Andrew Leach, Alisa O'Haver-Ayala, Robert Wright, Andria Swann, Kelsey White

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at the First Floor Conference Room, or virtually by using the meeting access link and additional information located on the city's website, and on tonight's meeting agenda.

One tap mobile: US: [+12532158782](tel:+12532158782),87101964344# or [+13462487799](tel:+13462487799),87101964344#

Meeting URL: <https://sumnerwa-gov.zoom.us/j/87101964344>

Meeting ID: 871 0196 4344

COMMITTEE BUSINESS

1. Ordinance No. 2825 - Stormwater Source Control Code Update
2. Ordinance No. 2826 - Stormwater Manual Adoption
3. Town Center: Utility & Woonerf Project - Consultant Amendment CM Services
4. Town Center: Utility & Woonerf Project - Construction Contract Award
5. 24th St Utility Relocation - Construction Management Services
6. 24th St Utility Relocation - Construction Contract Award
7. Sumner Texaco Heritage Park Remediation - Consultant Services Agreement
8. Salmon Creek Cutover - Construction Contract Award
9. Purchase and Sale Agreement: Partial Acquisition of 1313 Main St (Day and Night Grocery) For Main and Wood Project
10. Resolution No. 1626 - Updated WSDOT ROW Procedures
11. Utility Rate Analysis

REPORTS

1. Project Management Report

ADJOURNMENT

SUBJECT: Ordinance No. 2825 - Stormwater Source Control Code Update

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. XXXX - SOURCE CONTROL

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

The City's NPDES permit (issued in 2019) contained a new requirement for the City to create a pollution source control program which is intended to be a proactive, preventative, inspection-based program focused on addressing pollution from existing land use and activities that have the potential to release pollutants to our City storm system. Currently, we have identified approximately 300 businesses that this program would apply to. Many of these businesses are already visited by the City's stormwater inspection or voluntary source control program. The type of actions required of the program include: labeling hazardous waste, covering chemicals or storing them indoors, and developing a spill plan.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/7/2022
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No.: 2825, adding sections to Chapter 13.48, substantially in the form as approved by the City Attorney.

**ORDINANCE NO. XXXX
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, REPEALING AND REPLACING THE FOLLOWING SECTION OF CHAPTER 13.48 ENTITLED STORMWATER MANAGEMENT REGULATIONS: 13.48.010, 13.48.020 AND ADDING A NEW ARTICLE IX TO CHAPTER 13.48 .

WHEREAS, the City of Sumner began its new National Pollution Discharge Elimination (NPDES) permit in August 2019; and

WHEREAS, the permit requires Sumner to develop and implement a source control program for pollution generating sources in the city to enforce the application of source control by January 1, 2023; and

WHEREAS, the adoption of this ordinance is necessary to bring the City of Sumner into compliance with the terms and regulations of its NPDES permit.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 13.48.010 Title and authority shall be amended as follows:

13.48.010 Title and authority.

A. These regulations shall be known as the city of Sumner “stormwater management regulations” and may be so cited.

B. The authority for the regulations contained in this chapter is based on RCW [35A.11.020](#).

C. The Storm Drainage Utility, chapter [13.32](#) SMC, was created and established pursuant to chapters [35A.80](#) and [35.67](#) RCW and Article 11 of the Washington State Constitution.

D. Illicit Discharge Detection and Elimination Authority. The city is authorized to develop and implement an illicit discharge detection and elimination program for stormwater facilities in the city in accordance with the NPDES Phase II permit. (Ord. 2356 § 11 (part), 2011: Ord. 2316 § 1 (part), 2010)

E. Source Control. The city is authorized to develop and implement a Source Control program for pollution generating sources in the city in accordance with the NPDES Phase II permit. (Ord. XXXX)

13.48.020 Purpose.

A. The purpose of these regulations is to:

1. Protect, maintain, and enhance the public health, safety and general welfare by establishing minimum requirements and procedures to control the adverse impacts associated with increased stormwater runoff and water quality degradation for all sites located within the city for which a permit from the city is required prior to land altering activities. Proper management of stormwater runoff will minimize damage to public and private property, reduce the effects of development on land and stream channel erosion and sedimentation, assist in the attainment and maintenance of water quality standards and reduce flooding.

2. Detect and eliminate illicit discharges.

3. Prevent and reduce pollution in runoff through the requirement of operational source control BMPs, and if necessary, structural source control BMPs or treatment BMPs/facilities, or both, to pollution generating sources associated with existing land uses and activities.

4. Meet the requirements of the Western Washington Phase II municipal stormwater permit issued by the Washington State Department of Ecology under the National Pollution Discharge Elimination System (NPDES).

5. Regulate all land-disturbing activity to control erosion associated with land-disturbing activities to prevent damage to public or private property and to prevent sedimentation of creeks, rivers, wetlands, and other water resources in the city.

6. Establish procedures through which these purposes can be fulfilled.

B. The provisions of these regulations shall apply to all development occurring within the incorporated area of the city. The application of these regulations and the provisions expressed herein shall be the minimum stormwater management requirements and shall not be deemed a limitation or repeal of any other powers granted by state statute. The city shall be responsible for the coordination and enforcement of the provisions of these regulations.

C. This chapter does not abrogate the technical standards established by any special district that have been developed for the construction and ongoing services provided by the facilities constructed by a special district. When differences in technical standards appear between the city and the special district, the standard that provides the greater protection of public health, resources and properties shall apply.

D. To meet the intent of the NPDES permit issued by the Washington State Department of Ecology of providing treated stormwater discharges to the river systems exempt from flow control and to meet the intent of other permit requirements, the city of Sumner requires that all applicants for residential, commercial, institutional and government agency projects implement low impact development (LID) strategies and practices in their stormwater site plan. LID standards and criteria are set forth in the manuals and the Sumner Development Specifications and Standard Details as therein referenced. The city engineer, or his or her designee, may waive LID strategies if he deems that this type of stormwater management is not applicable or feasible for a particular project. (Ord. 2356 § 11 (part), 2011: Ord. 2316 § 1 (part), 2010)

Section 2. The following subsections of SMC Chapter 13.48 entitled Stormwater Management Regulations shall be added as follows:

Article IX Pollution Source Control

13.48.900 Source Control Responsibility

A. The owner of the business or any other person or agent in control of such business which operates within Sumner City Limits, shall implement, and maintain in good condition Source Control BMPs.

B. Operational Source control BMPs shall be implemented for all pollutant generating sources. In the event Operational Source Control BMPs are not adequate to prevent illicit discharges or violations of surface water quality, Structural Source Control or Treatment BMPs are required.

C. Required Source Control BMPs are referenced in documents adopted under SMC 13.48.030. In cases where the manual(s) lack guidance for a specific source of pollutants, the City shall work with the owner/operator to implement or adapt Source Control BMPs based on the best professional judgement of the City Engineer or his/her designee.

D. The Source Control program will be implemented in accordance with the city's stormwater comprehensive plan and stormwater management plan developed in accordance with the NPDES Phase II permit.

13.48.910 Inspections

A. Whenever there is cause to believe that a violation of this chapter has been or is being committed through improper BMP implementation or other means, the city is authorized to inspect during regular working hours and at other reasonable times all public or private stormwater drainage systems within the city to determine compliance with the provisions of this chapter.

B. Prior to making any inspections, the city's inspector shall follow the procedures outlined in 13.48.820.E

13.48.920 Enforcement

The provisions of chapter 15.06 SMC shall apply to this chapter. (Ord. 2356 § 11 (part), 2011; Ord. 2316 § 1 (part), 2010)

13.48.930 Violation – Penalty.

Any person, firm or corporation violating any of the provisions of this chapter shall be subject to the penalty provisions of SMC 15.06.070 and 15.06.110. (Ord. 2356 § 11 (part), 2011; Ord. 2316 § 1 (part), 2010)

Section 4. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

Section 5. Effective date. This ordinance shall take effect five (5) days from the date of publication in the City's official newspaper.

Section 6. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

First Reading:
Date Adopted:
Date of Publication:
Effective Date:



SUBJECT: Ordinance No. 2826 - Stormwater Manual Adoption

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. XXXX - Stormwater Regulations Amendment

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

The City's NPDES permit (issued August 2019) requires the City to adopt current stormwater development regulations. Currently, the City has adopted the 2014 Stormwater Management Manual for Western Washington (SWMMWW). This ordinance will adopt the 2019 SWMMWW, meeting the requirements of our NPDES permit.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/7/2022
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No.: 2826, revising sections of Chapter 13.48 , substantially in the form as approved by the City Attorney.

**ORDINANCE NO.
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AMENDING THE FOLLOWING SECTIONS OF CHAPTER 13.48
ENTITLED STORMWATER MANAGEMENT REGULATIONS: 13.48.030, 13.48.200.**

WHEREAS, the City of Sumner received its new National Pollution Discharge Elimination (NPDES) permit in August 2019; and

WHEREAS, the permit requires the City of Sumner to adopt regulations meeting the criteria in the 2019 Stormwater Management Manual for Western Washington, or an equivalent Manual approved by the Department of Ecology, by June 30, 2022; and

WHEREAS, the adoption of this ordinance is necessary to bring the City of Sumner into compliance with the terms and regulations of its NPDES permit.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
DO ORDAIN AS FOLLOWS:**

Section 2. The following subsections of SMC Chapter 13.48 entitled Stormwater Management Regulations shall be amended as follows:

13.48.030 Adopted

A. The city of Sumner has adopted the ~~2012~~ 2019 Washington State Department of Ecology Stormwater Management Manual for Western Washington., ~~as amended in December 2014 together with any or corrections.~~

B. The city of Sumner has adopted Appendix 1 – Minimum Technical Requirements for New Development and Redevelopment, of the ~~2013-2018~~ 2019-2024 Western Washington Phase II Municipal Stormwater Permit.

C. The city of Sumner has adopted the 2012 Puget Sound Partnership Low Impact Development Technical Guidance Manual for Puget Sound together with any amendments or corrections.

D. The city of Sumner has adopted, together with any amendments or corrections, the city of Sumner Development Specifications and Standard Details.

E. Where there are discrepancies between these adopted references, the standard that provides the most environmental protection shall be used. (Ord. 2356 § 11 (part), 2011: Ord. 2316 § 1 (part), 2010)

13.48.200 Definitions.

For the purposes of these regulations, the following definitions describe the meaning of the terms used in these regulations and in the Sumner Development Specifications and Standard Details.

1.-38. [UNCHANGED]

39. "Manual" means the 2012 version of the Stormwater Management Manual for Western Washington (SMMWW) issued by the Washington State Department of Ecology, as adopted in SMC 13.48.030 amended in December 2014, together with any corrections.

40.-84. [UNCHANGED]

Section 3. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

Section 4. Effective date. This ordinance shall take effect five (5) days from the date of publication in the City's official newspaper.

Section 5. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 21st day of June 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

First Reading:
Date Adopted:
Date of Publication:
Effective Date:

SUBJECT: Town Center: Utility & Woonerf Project - Consultant Amendment CM Services

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$450,478.00

Within Budget Allocation: N/A

ATTACHMENTS:

1. Amendment with Scope & Fee

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer

SUMMARY BACKGROUND:

The Town Center: Utility & Woonerf project is a combination of the Alder Kincaid Utility and the Academy Street Bike Lanes projects. This contract provides for the installation of new water mains and services at Kincaid Avenue, Alder Avenue, Park Street and Maple Street. The project includes the trenching, excavation, and installation of the new water lines as well as the removal or abandonment of the existing water lines and the surface restoration associated with the work. Improvements also include replacement of non-conforming curb ramps, bulbouts, storm drainage and associated restoration along Academy Street.

The purpose of this supplement is to expand the consultant's scope to include Construction Management Services for the phase 1 portion of the project. BCRA was previously selected to provide consulting services for this project through a qualification-based selection process. An hourly rate agreement supplement was negotiated for the Construction Management Services phase of this project. The work involves project construction management, field services, inspection and document tracking.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/2/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to BCRA's Consultant Services Contract for the Alder-Kincaid Utilities Project (CIP 19-05), increasing the contract amount by \$450,478 to a total authorized amount not-to-exceed \$986,933.80, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 4

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **BCRA**

CONTRACT NAME & PROJECT NUMBER: **Alder and Kincaid Utilities (CIP 19-05)**

ORIGINAL AGREEMENT DATE: **November 14, 2019**

This Amendment is made between the City and the above-referenced Consultant, Contractor or Vendor and amends the original Contract/Agreement and all prior Amendments. All other provisions of the original Contract/Agreement or prior Amendments not inconsistent with this Amendment shall remain in full force and effect. For valuable consideration and by mutual consent of the parties, Consultant, Contractor or Vendor's work is modified as follows:

1. Section I of the Agreement, entitled "Description of Work," is hereby modified to add additional work or revise existing work as follows:

In addition to work required under the original Agreement and any prior Amendments, the Consultant, Contractor or Vendor shall:

See Exhibit A

2. The contract amount and time for performance provisions of Section II "Time of Completion," and Section III, "Compensation," are modified as follows:

Original Contract Sum, <i>including applicable WSST</i>	\$24,930.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$511,525.80
Current Contract Amount <i>including all previous amendments</i>	\$536,455.80

Current Amendment Sum	\$450,478.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$986,933.80

Original Time for Completion (insert date)	12/31/2020
Revised Time for Completion under prior Amendments (insert date)	12/31/2022
Add'l Days Required (±) for this Amendment	365 calendar days
Revised Time for Completion (insert date)	12/31/2023

In accordance with Section XIII E of the Contract/Agreement, the Contractor, Consultant or Vendor accepts all requirements of this Amendment by signing below, by its signature waives any protest or claim it may have regarding this Amendment, and acknowledges and accepts that this Amendment constitutes full payment and final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Amendment, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits. This Amendment, unless otherwise provided, does not relieve the Contractor, Consultant or Vendor from strict compliance with the guarantee and warranty provisions of the original Agreement.

All acts consistent with the authority of the Agreement, previous Amendments (if any), and this Amendment, prior to the effective date of this Amendment, are hereby ratified and affirmed, and the terms of the Agreement, previous Amendments (if any), and this Amendment shall be deemed to have applied.

The parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.

IN WITNESS, the parties below have executed this Amendment, which will become effective on the last date written below.

CONSULTANT, CONTRACTOR OR VENDOR: By: _____ (signature) Print Name: <u>Ben Dort</u> Its <u>Managing Principal</u> (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> (Title) DATE: _____
CITY OF SUMNER: By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: _____	APPROVED AS TO FORM: _____ Sumner City Attorney

2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

May 19, 2022

Alisa O'Haver-Ayala
Associate City Engineer
City of Sumner
1104 Maple St, Suite 260
Sumner, WA 98390

Sent VIA Email: alisao@sumnerwa.gov

RE: Alder and Kincaid Utility Improvements
AMENDMENT No. 4
BCRA Project No. 19099.00.01

Dear Alisa:

BCRA is submitting this Additional Service Request due to the addition of scope to the Town Center: Utilities & Woonerf project, formally known as Alder and Kincaid Utility Improvements. It will extend the length of the contract and will result in an increase in fee.

Description of Change

Upon completing the design of the Town Center: Utilities & Woonerf project, the City has requested the addition of construction management and inspection services during the course of construction. The proposed services will include construction management by BCRA with support from PH Consulting, inspection services by Pacific CM, and materials testing by Krazan & Associates.

Additional Fees

The additional requested amount is \$450,478 as an hourly fee. This fee will be applied as a new add services line items under Phase 50 in future invoices once this request is approved. This additional service is governed by our existing Consultant Services Contract dated November 14, 2019. Refer to the attached exhibits for more details and a breakdown of the additional fees.

Closing

Thank you for selecting BCRA and our team of subconsultants for this work. We are excited to see this project continue to move forward and are eager to see the impact it will have on the Town Center. Should you have any questions or concerns, please feel free to contact me.

Sincerely,



Andrew Cirillo, PE
Associate Engineer, BCRA

Approved:

Client Signature

Date

Attachment: Exhibit A – BCRA Scope of Work
 Exhibit B – Amendment 4 Fee Table
 Exhibit C - Krazan & Associates proposal dated 05/19/22
 Exhibit D - Pacific CM proposal dated 05/17/22
 Exhibit E - PH Consulting proposal dated 05/18/22

EXHIBIT A SCOPE OF WORK AND COMPENSATION

City of Sumner Alder and Kincaid Utility Improvements

PROJECT DESCRIPTION

BCRA will provide construction management and inspection services to the City of Sumner during construction of the improvements described in the Alder and Kincaid Scope of Services (19099.00.00) and the Academy Bike Lanes, designed by KPG.

SCOPE OF SERVICES

Phase 50 – Construction Management

Task C1 – Project Management

The following activities will be performed:

1. Prepare Subconsultant agreements and manage Subconsultants.
2. Monitor and control scope, schedule, and budget.
3. Prepare monthly invoices and progress reports.

Task C2 – Construction Management Services

BCRA will provide Construction Management services for the project. The following activities will be performed:

1. Conduct pre-construction conference and prepare meeting notes.
2. Complete Contractor and Subcontractor approval checks including City Business license, SAMS, Notice of Intent to Pay Prevailing Wage, State Debarment, State Contractor's License, and Proof of Insurance.
3. Manage materials testing company and review testing reports.
4. Coordinate with Inspector to track progress of construction and provide engineering support to resolve field questions.
5. Prepare weekly meeting agendas and circulate prior to meetings.
6. Conduct weekly construction meetings and prepare meeting notes.
7. Maintain online document database for team member access to latest documentation.
8. Log, manage, and respond to RFIs submitted by the Contractor.
9. Log, manage, and review submittal packages from the Contractor.
10. Evaluate substitution requests.
11. Evaluate change order pricing submitted by Contractor.
12. Prepare change orders and circulate for signature.
13. Track Contractor's working days and prepare the weekly statement of working days and send to the Contractor.
14. Review weekly certified payrolls.
15. Review Inspector's reports, truck tickets and prepare Field Note Records.
16. Prepare monthly payment applications and coordinate circulation for signature.

Task C3 – Closeout

1. Attend a punch list walk with the Contractor and Inspector and prepare letter of substantial completion.
2. Prepare a punch list report.
3. Determine final completion and acceptance of work.
4. Review Contractor's as-built drawings and compile final record drawings.
5. Coordinate warranties, guarantees, and releases of liens.
6. Prepare and submit the Construction Completion Report Form with the Department of Health.
7. Compile information necessary for filing of Notice of Completion with Washington State Labor and Industries and send to City.
8. Assemble and transmit a complete copy of all electronic records from the project to the City at the conclusion of the project.

Task XI1 – Inspection Services

BCRA will contract with Pacific CM for construction inspection services. See attached proposal from Pacific CM for Scope of Services.

Task XM1 – Material Testing Services

BCRA will contract with Krazan & Associates, Inc. for materials testing services. See attached proposal from Krazan & Associates for Scope of Services.

Task XT1 – Construction Management - Illumination

BCRA will contract with PH Consulting for construction management support. See attached proposal from PH Consulting for Scope of Services.

Meetings:

- *(1) Preconstruction conference (in person)*
- *(30) Weekly construction meetings (in person)*
- *(30) Weekly site visits to observe progress of work, following each weekly construction meeting (in person)*
- *(10) Additional site visits as needed to review field conditions*

Assumptions:

- *Construction duration is assumed to be 150 working days as shown in the Contract Documents.*
- *Task C1 will occur throughout the construction phase of the project.*
- *Budget for Task C2 is based on approximately 1300 hours of work.*
- *Budget for Task C3 is based on approximately 150 hours of work.*
- *Budget for Task XI1 is based on approximately 1200 hours of work.*
- *City of Sumner will provide responses and reviews of RFIs or submittals requiring the City's input.*
- *Contractor will provide as-built documents representing revisions and field conditions.*
- *All deliverables, unless otherwise noted, will be sent to client via electronic file exchange. Printing and delivery of hard copies will be billed as reimbursable expenses.*
- *Budget estimates are based on the durations noted within this scope. Additional fee may be necessary if project extends beyond these durations.*

Deliverables:

- *Monthly invoices and progress reports (pdf)*
- *Inspector Daily Reports (IDR) (pdf)*
- *Field Note Records (pdf)*
- *RFI responses (pdf)*
- *Submittal reviews (pdf)*
- *Change orders, as needed (pdf)*
- *Monthly pay applications (pdf)*
- *Final record drawings (pdf)*
- *Documents necessary for Notice of Completion (pdf)*
- *Electronic project records*

PROJECT ASSUMPTIONS

1. Refer to the project assumptions for the Alder and Kincaid Utilities Improvements (19099.00.01) scope of work.

FEES

BCRA will bill for services on a monthly basis in accordance with the City of Sumner's Consultant Services Contract. Reimbursable expenses and Subconsultant fees will be billed at actual cost incurred plus 10%. Hourly rates will increase \$5/hour each year beginning January 1, 2023.

Phase	Task	Fee
50 – Construction Management	C1 – Project Management	\$17,525
	C2 – Construction Management Services	\$187,050
	C3 – Closeout	\$20,850
	XI1 – Inspection Services	\$196,020
	XM1 – Material Testing Services	\$17,683
	XT1 – Illumination Support	\$9,350
90 – Reimbursable Expenses		\$2,000
Total		\$450,478

CLOSING

Thank you for the opportunity to provide construction management support as you work to improve the pedestrian and vehicular experience within the Town Center and increase the resilience and capacity of the water system for the residents of the City of Sumner.

Sincerely,



Andrew Cirillo, PE
Associate, Civil Engineer



Ben Dort, PE
Principal, Civil Engineer



2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

Prime Consultant Cost Computations

Alder and Kincaid Utility Improvements

Project No.: 19099.00.03

Date of Estimate: 5/19/2022

Prepared By: ACC

BILLING RATES:

	Principal	PM	CM/PE	Civil Eng. Designer	Civil Eng. Technician	Landscape Architect	Project Admin.	Billing Specialist
Staff	Ben Dort	Andrew Cirillo	Brenna Harrington	Michael Barene	Robert Beals	Eric Streeby	Nancy Smith- Lorenz	Shannon Cannel
Billing Rates:	\$205.00	\$165.00	\$145.00	\$105.00	\$135.00	\$145.00	\$115.00	\$125.00

LABOR:

Phase/Task	Principal	PM	CM/PE	Civil Eng. Designer	Civil Eng. Technician	Landscape Architect	Project Admin.	Billing Specialist	Hours	Cost
50 CONSTRUCTION MANAGEMENT										
C1 Contract Administration	12	66	0	0	0	0	20	15	113	\$ 17,525
C2 Construction Management Services	33	203	599	183	54	64	210	0	1346	\$ 187,050
C3 Closeout	6	30	58	20	24	0	8	0	146	\$ 20,850
	PH 30 Total								1605	\$ 225,425
Total Hours	51	299	657	203	78	64	238	15	1605	
Total Cost	\$ 10,455	\$ 49,335	\$ 95,265	\$ 21,315	\$ 10,530	\$ 9,280	\$ 27,370	\$ 1,875		\$ 225,425

SUBCONSULTANTS:

Firm	Cost
Pacific CM	\$ 196,020
Krazan & Associates	\$ 17,683
PH Consulting	\$ 9,350

TOTALS:

Total Prime Consultant	\$ 225,425
Total Subconsultants	\$ 223,053
Total Reimbursable Expenses	\$ 2,000
TOTAL FEE ESTIMATE	\$ 450,478



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING • CONSTRUCTION TESTING AND INSPECTIONS

May 13, 2022

KA Proposal No. T22274WAT

Mr. Andrew Cirillo
BCRA
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

Tel: 253-627-4367
Direct: 253-314-0143
Email: acirillo@bcradesign.com

RE: PROPOSAL FOR CONSTRUCTION TESTING AND INSPECTION SERVICES
Town Center: Utility & Woonerf Project (CIP 19-05 & 20-08)
Kincaid Avenue, Alder Avenue, Park Street & Academy Street
Sumner, Washington

Dear Mr. Cirillo,
Krazan & Associates, Inc. appreciates the opportunity to submit this proposal for testing and inspection for the Town Center: Utility & Woonerf Project (CIP 19-05 & 20-08) for the City of Sumner.

Certified by the Washington Association of Building Officials (WABO) and accredited by the American Association of State Highway and Transportation Officials (AASHTO), our testing/inspection capabilities, along with our geotechnical engineering and environmental services, allow us to provide our clients with a single source for their project needs.

Again, we appreciate the opportunity to submit this estimate and we believe you will be pleased with the selection of our firm. The following pages include the anticipated scope of work, hourly rates and estimate of costs for our services, general conditions, and contract. If you have any questions, or if we can be of further assistance, please do not hesitate to call our office at 253-939-2500.

The following items are included as an Attachment:

- ☒ Attachment A – Budget Estimate
- ☒ Attachment B – Agreement for Engineering Consulting Services, Construction Observation, & Materials Testing Services (Pages 1 – 4)

Respectfully submitted,

KRAZAN & ASSOCIATES, INC.

William B. Throne
Operations Manager
billthrone@krazan.com

With Offices Serving the Western United States

825 Center Street, Suite A • Tacoma, WA 98409 • 253-939-2500 • Fax 253-939-2556 • www.krazan.com

PROJECT DESCRIPTION

The project as we understand it consists of replacement of existing water mains and services at Kincaid Avenue, Alder Avenue, Park Street & Academy Street. Project also includes erosion control, installation of new water mains and appurtenances, water services, hydrants, sampling stations, connection to existing mains as well as paving, sidewalks, ADA curb ramps and new catch basins for storm water connections on mentioned streets as well as on Main Street, Cherry Avenue and Maple Street.

SCOPE OF WORK

The Scope of Work listed below is based on our review of the plans dated 4/25/2022. Geotechnical recommendations are to be provided by others.

Structural Reinforced Concrete Inspection – The inspector will monitor placement of cast in place concrete to verify adherence to project specifications. Each load, as required, will be checked for proper mix design and adherence to slump requirements. Air content testing is available upon request. Concrete specimens will be cast, transported, and cured as per applicable ASTM requirements. Five (5) cylinders will be cast for each 150 cubic yards of each separate mix design of concrete, or fraction being placed each day.

Asphalt Compaction Testing – The inspector will continuously witness placement of hot mixed asphaltic concrete to verify adherence to project specifications for each type of asphalt used. The inspector will record ambient and asphalt temperature and results of in place compaction testing using a nuclear densometer. Samples of the asphaltic concrete will be taken every 400 tons of asphalt placed or at least one sample per day for laboratory testing. Laboratory testing will include maximum theoretical density (rice value) and extraction / gradation. Additional laboratory services are available upon request. If request, three (3) cores will be taken after final pavement for pavement thickness evaluation.

Report Preparation – Krazan will process both field and laboratory data. A copy of each report will be e-mailed on a weekly basis, as a minimum. As required by the ICC, reports will be distributed to the client, the project architect or engineer, the contractor and to the building official, or as directed by the client. Our inspectors will provide immediate verbal notification of field tests and inspection results to your designated on-site representative and the contractor. The inspector will prepare a written report after each inspection prior to leaving the site. Final reports of field inspections and laboratory analysis will be reviewed by the Krazan project manager before subsequent submittal to the project team members.

Project Management – The project manager assigned to this project will track inspection data and costs and provide the project design team with status reports when requested. The project manager will oversee and direct all phases of inspections and supervise and direct all Krazan personnel associated with this project.

FEE STRUCTURE

We will perform the services listed above on a time and material basis in accordance with our 2022 standard rate schedule. Based on the scope of work described in this proposal and our experience with similar projects, Krazan & Associates estimates the costs for testing and inspection services to be about \$16,075.00. A detailed breakdown of this cost estimate is included as Attachment A. Costs for construction testing and inspection services are highly dependent on contractor's schedule, weather, overlapping of work, additional inspections required by the building official and other factors. Krazan & Associates does not control the work or production rate. Actual costs will vary due to the frequency of scheduling by others. Therefore the quantities listed in our cost estimate should be considered approximate. The estimate provided herein does not imply a lump sum fee, not-to-exceed fee or a guaranteed maximum price. Consistent with good engineering practice, we will work with the contractor to keep inspection costs at a minimum. If provided with a construction schedule this cost estimate can be further refined and quantified.

COORDINATION

The above scope of services will be performed when scheduled by the General Contractor or the client's designated representative. Proper scheduling is imperative to the success of the special inspections program. Krazan & Associates cannot take responsibility for work that has not been inspected if we have not been scheduled nor can we take responsibility for delays due to insufficient lead-time in scheduling inspections. We recommend that the person scheduling the inspections contact our office prior to the job starting to discuss required inspection and scheduling procedures.

CONDITIONS

1. Additional services requested outside of our stated scope of work will be billed in excess of the estimated amount at our current rates. A price list for these services will be provided upon request.
2. This offer terminates ninety calendar days from the date of issue, unless otherwise stated and agreed.
3. Inspections which are cancelled with less than twenty-four (24) hours' notice, or after an inspector has been dispatched to the project site, will be charged the minimum fee associated with the type of inspection or testing requested.
4. All concrete samples will be cast in 4-inch diameter x 8-inch high molds unless otherwise agreed.
5. Additional samples for contractor convenience testing and/or field cure samples are not included in this estimate.
6. Contractor will provide curing facilities in accordance with ASTM requirements for initial curing (the first 24 hours after specimens are cast) and protection of concrete test specimens on site.
7. Krazan & Associates, as a professional services firm, is typically not subject to the prevailing wage agreements. Should by Federal ruling, our services be subject to prevailing wage rates, this proposal is null and void. A new proposal will be provided to account for additional services and increased wage rates associated with the ruling. This includes any apprenticeship programs, equal opportunity submittals, affirmative action, union referral statements and/or certified payroll. These items were excluded from this proposal.

Attachment A

ANTICIPATED BUDGET - TESTING & INSPECTION SERVICES

Town Center: Utility & Woonerf Project

Kincaid Avenue, Alder Avenue, Park Street & Academy Street

Sumner, WA

Site Inspections				
DESCRIPTION	VISITS	UNITS	RATE	COST
Soils / HMA Compaction Testing	10	60 hours	\$90.00	\$5,400.00
Concrete Inspection & Testing	10	40 hours	\$85.00	\$3,400.00
Materials Laboratory Testing				
Moisture Density		5 each	\$250.00	\$1,250.00
Grain Size Analysis		5 each	\$125.00	\$625.00
HMA Rice Density		3 each	\$150.00	\$450.00
HMA Extraction Gradation		3 each	\$350.00	\$1,050.00
Concrete Compression Samples		50 each	\$30.00	\$1,500.00
Sample Pickup		10 each	\$60.00	\$600.00
Administrative				
Trip Charge (associated mileage)		20 each	\$35.00	\$700.00
Project Management (0.5 hrs/visit)		10 hours	\$110.00	\$1,100.00
TOTAL				\$16,075.00

NOTES: This cost estimate is based on the scope of work and assumptions outlined in our proposal number T22274WAT dated May 13, 2022 which are inclusive by reference. A four-hour minimum charge, portal-to-portal charge applies to all inspections. Costs for construction testing and inspection services are highly dependent on contractors schedule; weather, overlapping of work and other factors. Therefore the quantities listed in our cost estimate should be considered approximate. Krazan & Associates does not control the work or production rate. Therefore, the estimate provided above does not imply a lump sum fee, not-to-exceed fee or guaranteed maximum price. This cost estimate does not include overtime, retests, or change in conditions or schedule. Project Administration services will be invoiced at 0.50 hours for each site visit.

**AGREEMENT FOR ENGINEERING CONSULTING SERVICES,
CONSTRUCTION OBSERVATION AND MATERIALS TESTING SERVICES**

THIS AGREEMENT is made by and between KRAZAN & ASSOCIATES, INC., hereinafter referred to as "Consultant", and BCRA, 2106 Pacific Avenue, Suite 300, Tacoma, WA 98402, hereinafter referred to as "Client." This Agreement between the parties consists of the TERMS AND CONDITIONS (below), the attached PROPOSAL titled "Town Center: Utility & Woonerf Project (CIP 19-05 & 20-08)," file number T22274WAT, dated May 13, 2022 ("PROPOSAL"), and any exhibits or attachments cited in the PROPOSAL, which are incorporated in full by this reference. This Agreement, executed in Tacoma, WA, is effective as of the date this Agreement is countersigned by Krazan & Associates, Inc, or the date on which Consultant initiates services as scheduled by Client, whichever occurs earlier. The parties agree as follows:

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractor, including amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project for which Consultant is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The professional services provided by Consultant as set forth in this Agreement, as included in Consultant's PROPOSAL and any written Change Order, Task Order or amendment to this Agreement, and Consultant's professional services as scheduled by Client's contractor through oral or written communication.

1.6. Work. The labor, materials, equipment and services of the Contractor required to complete the Work described in the Contract Documents.

1.7. Fee Schedule. Consultant's standard annual fee schedule unless project specific fee schedule is provided.

1.8. Inspection (or Observation). Visual determination of conformance with specific or, on the basis of Consultant's professional judgment, general requirements.

1.9. Testing. Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

2. SCOPE OF SERVICES

2.1. Services Provided, Scheduling. Consultant will provide construction materials testing and inspection services as set forth in the PROPOSAL and any additional services requested by Client by oral or written request (Scope of Services). Client or their designated agent shall cause all required tests and inspections of the site, materials and work performed by their Contractor to be scheduled no less than one full work day prior to the time when Consultant is to perform their scheduled tests or inspections. No claims for loss, damage or injury shall be brought against Consultant by Client or any third party for tests or inspections not performed due to inadequate scheduling notice provided to the Consultant by Client.

2.2. Changes in Scope. Client may request changes in the scope of services identified in the PROPOSAL. Such changes, including any additional types of Work to be inspected and/or tested, or any change in Consultant's compensation or time of performances, which may be requested in writing or orally and which are mutually agreed upon by Consultant and Client, will be incorporated in this Agreement. All Services performed by Consultant on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the PROPOSAL, Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 15, "Disputes."

2.3. Excluded Services. Consultant's Services under this Agreement include only those Services specified in the PROPOSAL, and those services subsequently requested by Client and agreed to by Consultant. Client expressly releases any claim against Consultant relating to any additional Services that Consultant recommended or that the project designer or Building Official required, but that Client either did not authorize or instructed Consultant not to perform.

2.4. Authority of Consultant. Consultant will report observations and data to the Client and the General Contractor. Consultant will report any observed work to the Client or Client's representative, which, in Consultant's opinion, does not conform with plans, specifications, and codes applicable to the Project. Consultant has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client.

2.5. Variation of Material Characteristics and Conditions. Observations and standardized sampling, inspection and testing procedures employed by Consultant will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed. Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of Consultant, even if performed on a continuous basis, should not be interpreted to mean that Consultant is observing, verifying, testing or inspecting all materials on the Project. Consultant is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. Consultant may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

2.6. Sampling, Inspection & Test Locations. Unless specifically stated otherwise, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations. Sampling, inspection and test locations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations are approximate. Consultant will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the PROPOSAL.

2.7. Independent Contractor. Consultant will perform Services under this Agreement as an independent contractor.

3. PAYMENTS TO CONSULTANT

3.1. Basic Services. Consultant will perform its services on a time and materials basis unless alternate payment terms are specifically stated in the PROPOSAL.

3.2. Additional Services. Any Services performed under this Agreement, including increased hours or units for those Services expressly identified in the attached PROPOSAL, and any additionally requested inspection and/or testing tasks, will be provided on a time and materials basis at the rates established for the project unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Testing and Inspection services are highly dependent on contractors' schedules, weather, overlapping of work and many other factors. Client recognizes that changes in scope and schedule, and unforeseen circumstances, Contractor performance and production of the Work can all influence the successful completion of Services within the estimated cost.

The provision of an estimate of fees or a cost estimate is not a guarantee that the Services will be completed for that amount; Consultant's Services shall continue on a time and materials basis to completion of the Services unless directed otherwise by Client. Furthermore, the provision of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant will not incur fees and expenses chargeable to Client in excess of the "not to exceed" limitation amount without notifying Client in writing that the "not-to-exceed" amount has been reached and that Services will continue on a time and materials basis unless directed by Client to discontinue any further Services. Consultant Project Manager charges are above and beyond unit rates quoted.

3.4. Rates. Client will pay Consultant at the rates set forth in the PROPOSAL and Fee Schedule.

3.4.1. Billing Increments. A four (4) hour minimum, portal to portal charge per call, applies to all Consultants services. Services beyond the initial minimum billing increment will be billed in increments of four (4) hour(s) for the first 8 hours and at increments of one hour thereafter for each day's Services for each assigned technician.

3.4.2. Billing Rate Premiums. Services initiated between the hours of 6:00 a.m. and 4:00 p.m. will be performed at the standard rates presented in the PROPOSAL and Fee Schedule. Services initiated outside of these hours will be billed at the appropriate rate plus a premium of 12.5 percent. Additionally,

services rendered on Saturdays or in excess of 8 hours on any week day will be billed at time and a-half the hourly rate. Services rendered on Holidays, Sundays, or in excess of 8 hours on a Saturday or in excess of 12 hours on any weekday will be charged at double the hourly rate. Late cancellation may be subject to reasonable charges if personnel cannot be appropriately reassigned.

3.4.3. Changes to Rates. Client and Consultant agree that the rates presented in the PROPOSAL and the Fee Schedule are applicable only through December 31 of the year published, unless stated otherwise in the PROPOSAL, and are subject to periodic review and amendment, as appropriate to reflect Consultant's then-current fee structure. Unless otherwise provided for in the PROPOSAL, where projects are on-going beyond December 31 of the year the services were initiated, the rates presented in the PROPOSAL and Fee Schedule are subject to an annual cost of living adjustment based on the consumer price index for the geographic area where our services are being provided. Notwithstanding the foregoing, where Prevailing Wage regulations apply Consultant's labor rates are subject to revision based on determinations made by the governing agency. Where labor rates are increased during the course of the project Consultant's billing rates presented in the PROPOSAL and the Fee Schedule shall be increased proportionally with respect to any mandated labor and/or benefits rate increases unless otherwise stipulated in the PROPOSAL. In the event that the cost of fuel increases 10 percent or more over the course of the project a fuel surcharge may be imposed to recoup the added costs incurred by Consultant. Consultant will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Section 14, "Termination."

3.4.4. Prevailing Wages. Unless Client specifically informs Consultant in writing that prevailing wage regulations cover the Project and Client provides Consultant with the applicable Determination that includes Client's Services, and the Scope of Services identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5 Expenses. Miscellaneous out-of-pocket charges, such as parking, air fare, car/equipment rental, mailing, shipping, subcontractor charges, etc., will be charged on a cost plus overhead basis. On remote jobs or at fabrication facilities, subsistence, when not furnished, will be an additional charge.

3.6. Payment Timing; Late Charge. Consultant will submit invoices to Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon receipt. Upon Consultant's approval of Client for 30-day payment terms Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. The invoice amounts shall be presumed to be correct unless Client notifies Consultant in writing. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and promptly pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Payment thereafter will first be applied to accrued late payment charges interest on unpaid undisputed charges and then to the unpaid principal amount. Consultant reserves the right to apply payments to Client's outstanding invoices from oldest to most recent regardless of project or invoice designation on checks received. All amounts unpaid when due will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law on the unpaid balance from the invoice date until the invoice is paid. Consultant reserves the right to require payment in full on any and all invoices on Client's account regardless of project prior to releasing field notes, laboratory test data, photographs, analyses and/or reports. All undisputed amounts due to Consultant by Client shall be paid in full prior to Consultant's release of final reports or other required forms of certified or verified reports. If the account becomes delinquent, the Client will reimburse Consultant for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount. Consultant shall not be bound by any provision or agreement conditioning Consultant's right to payment upon payment by a third party. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party. Client's failure to pay Consultant when due the failure to pay will constitute a substantial failure of Client to perform under this Agreement and Consultant will have the right to stop all current work and withhold letters, reports, or any verbal consultation until the invoice is paid in full. In the event that Client fails to pay Consultant within sixty (60) days after any invoice is rendered, Client agrees that Consultant will have the right to consider the failure to pay Consultant's invoice as a breach of this Agreement. If the Client requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100 per invoice may be charged plus \$1 per page of back-up data.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1 Professional Standards. Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant will perform the Services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the Services are performed. No other representation and no warranty or guarantee, express or implied, is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

4.2. Level of Service. Consultant offers different levels of construction observation, inspection and materials testing Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the PROPOSAL and has determined that it does not need or want a greater level of Services than that specifically identified in the PROPOSAL.

4.3. No Warranty. Client recognizes the inherent risks connected with site development and construction activities, and understands when signing that those risks are not entirely eliminated through the services of Consultant. Consultant's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements. Therefore, in signing this Agreement the Client understands that Consultant neither makes nor intends a warranty or guarantee, express or implied, of any type nor does it create a fiduciary responsibility to Client by Consultant.

5. CONTRACTOR'S PERFORMANCE

Consultant is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Consultant will not supervise or direct Contractor's Work, or be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Client understands and agrees that Contractor, not Consultant, has sole responsibility for the safety of persons and property at the Project Site. Consultant shall not be responsible for job site safety or the evaluating and reporting of job conditions concerning health, safety or welfare.

6. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

6.1. Access. Grant or obtain free access to the Project Site for all equipment and personnel necessary for Consultant to perform its Services under this Agreement.

6.2. Relevant Information. Supply Consultant with all information and documents relevant to Consultant's Services. Consultant is entitled to rely upon such information without verifying its accuracy. Client will notify Consultant of any known potential or possible health or safety hazard regarding the materials to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

6.3. Project Information. Client agrees to provide Consultant within 5 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein, and the identity and address of any construction lender.

7. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Section 14, "Termination."

8. ALLOCATION OF RISK

8.1. Limitation of Liability. The total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities"), to Client and its successors and all parties included as additional insured on Consultant's insurance policies and all of their respective shareholders, directors, officers, employees and agents (collectively "Client Entities") arising from or relating to Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Consultant

under this Agreement or five thousand dollars (\$5,000.00) whichever is greater; provided, however, that such liability is further limited as described below. This limit is an aggregate limit with respect to all services on the project, whether provided under this, prior or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Consultant's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Consultant's fee, provided that they amend this Agreement in writing as provided in Section 16. Consultant Entities and Client Entities also agree that the Client Entities will not seek damages in excess of the limitations indirectly through suits with other parties who may join Consultant as a third-party defendant.

8.2. Indemnification. Client will indemnify, defend and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities") from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") except to the extent caused by the sole negligence of Consultant. In addition, except to the extent caused by Consultant's negligence, Client expressly agrees to defend, indemnify and hold harmless Consultant Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

8.3. Consequential Damages. Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages of whatever nature including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, loss of profits, loss of revenue, or loss of inventory, or for use charges, cost of capital, or claims of the other party and/or its customers, which may arise directly or indirectly as a result of the Services provided by Consultant under this Agreement.

8.4. Continuing Agreement. The provisions of this Section 8, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 8 will apply to such Services as if the parties had executed an amendment.

8.5. No Personal Liability. Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Consultant" on the first page of this Agreement.

9. INSURANCE

9.1. Consultant's Insurance. Consultant carries Statutory Workers' Compensation and Employer's Liability Insurance; Commercial General Liability Insurance for bodily injury and property damage; Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles; and Professional Liability Insurance. Certificates of insurance can be furnished upon written request but may not be processed unless accompanied by a signed Agreement. Client agrees not to withhold payment to Consultant for Client's failure to make such a timely request and such requests may not be honored if made after final completion of authorized Services. Additional charges may apply for Waiver of Subrogation and Additional Insured Endorsements. Consultant assumes the risk of damage caused by Consultant's personnel to Consultant's supplies and equipment.

9.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Consultant and its subcontractors and subconsultants as additional insureds on the General Liability insurance. Upon request, Client will provide Consultant with certificate(s) of insurance evidencing the existence of the policies required herein.

10. OWNERSHIP AND USE OF DOCUMENTS

10.1. Use of Documents. Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity, other than the project Architect, Structural Engineer, General Contractor and Building Department, without Consultant's prior written consent.

10.1.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

10.1.2. Use by Consultant. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

10.2. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format as a courtesy. However, the paper original issued by Consultant will remain the final documentation of the Services.

10.3. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

11. SAMPLES

Consultant will dispose of all samples collected during the construction phase of the project immediately upon completion of testing. Upon request received prior to the initiation of testing, Consultant will deliver samples to the Client or will store them for an agreed delivery or storage charge. All samples shall remain the property of the Client and, in the absence of evidence of contamination, Consultant shall dispose of samples for the Client. Client shall be responsible for and promptly pay for the removal and lawful disposal of all contaminated samples and hazardous materials and other hazardous substances, unless otherwise agreed in writing.

12. ASSIGNMENT AND SUBCONTRACTS

During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

13. SUSPENSION AND DELAYS

13.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's Services for more than 60 days and Client will pay Consultant as set forth under Section 14, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current Fee Schedule for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.

13.2. Liability. Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

14. TERMINATION

14.1. Termination for Convenience. Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

14.2. Termination for Cause. In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 5 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 5-day period.

14.3. Payment on Termination. Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current Fee Schedule.

15. DISPUTES

15.1. Mediation. All disputes between Consultant and Client, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon, in accordance with the rules of the American Arbitration Association.

15.2. Precondition to Other Action. No action or suit, except those involving Client's failure to pay undisputed invoices as provided herein and excluding Consultant's perfection of any mechanic's lien, may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice. If the matter is referred to arbitration, the arbitration shall be conducted in Pierce County, Washington. The arbitrator shall be appointed within 60 days of the arbitrators' receipt of a written request to arbitrate the dispute. The arbitrator shall be authorized to provide all recognizable remedies available in law or equity for any cause of action that is the basis of the arbitration (to the extent such remedy is not otherwise precluded under this Agreement), provided that (i) the arbitrator shall not have the authority to award punitive damages, and (ii) each party shall bear its own costs and attorney's fees related to the arbitration.

15.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state of Washington. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, or unless the parties agree otherwise, any mediation or other legal proceeding will occur in Pierce County, Washington. Client waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction. The prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, reasonable attorney's fees, and other claim related direct expenses.

15.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

16. MISCELLANEOUS

16.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and conditions, and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

16.2. Modification of This Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

16.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail with return receipt (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

16.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

16.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

16.6. Survival. These terms and conditions survive the completion of the Services and/or the termination of this Agreement, whether for cause or for convenience.

16.7. Warranty Of Authority To Sign, Personal Guarantee. The person signing this contract warrants that he/she has authority to sign on the behalf of the Client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered. Further, if Client fails to perform and is in breach of this Agreement the person signing this Agreement agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered.

16.8. Precedence. These Terms and Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Consultant's Services.

16.9. Incorporation of Provisions Required By Law. Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

17. ENTIRE AGREEMENT

This Agreement between the parties consists of these Terms, the PROPOSAL by the Consultant, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. The Parties have read the foregoing, understand completely the terms, and willingly enter into this Agreement. This Agreement was developed to be fair and reasonable to both parties. The terms of this Agreement will prevail over any different or additional terms in Client's purchase order or other forms provided by Client to Consultant as part of the authorization process unless agreed in writing by Consultant. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly. Consultant's acceptance of this Agreement is pending credit review and a retainer fee may be required.

Client: BCRA

Consultant: KRAZAN & ASSOCIATES, INC.

Signature Date

Name (Please Print)

Title

Signature Date

William B. Throne
Name (Please Print)

Operations Manager
Title



Date: 5/17/2022

Client: BCRA Design Services

Project: **City of Sumner Inspection Services / Town Center: Utilities & Woonerf Project**

This proposal is to provide subconsultant support services on the City of Sumner Inspection Services / Town Center: Utilities & Woonerf Project.

Proposed Scope of Work:

QA/QC Construction Inspector Services

- Monitor and inspect the work of contractors to ensure proper construction methods are utilized
- Review plans, specifications, submittals, drawings, change orders, and Requests for Information for requirements of the construction contract to be applied in the field
- Prepare and maintain documentation including inspection logs, daily reports, force accounts, materials testing, and other construction records
- Draft Construction Management Weekly Progress Reports for review and distribution by the Resident Engineer
- Prepare and maintain digital photographic documentation of assigned projects
- Take or Verify field measurements/quantities for contract payments
- Coordinate and communicate construction activities to PM, CM and RE
- Identify construction issues and problems and recommend potential solutions
- Inspect project site conditions and ensure contractors utilize and maintain TESC best practices according the standards of each project; report any TESC or environment related issues
- Update design plans/drawings based on changes that occur during actual construction; document reasons for change; and ensure drawings are an accurate representation of work actually performed
- Coordinate material deliveries and delivery logistics including time of day and proper deliver routes
- Identify, document and track closure of contractor work that is out of compliance or deficient. Initiates Non-Conformance Reports (NCR) for action by the Resident Engineer
- Participate in managing and inspecting project punch list and cover inspections and provide status reports on completion progress
- Participate in planning, preconstruction, coordination, progress, scheduling and field project team meetings
- Monitor change order work in the field and sign-off on force account work tickets
- Witness special inspections, testing (on or off-site) of contract material, equipment, and installations
- Participate with or lead coordination efforts between outside consultant inspection agencies (special inspection & testing, environmental, hazardous materials) and contractors.
- Coordinate notification of the adjacent property owners and respond to questions and concerns during construction
- Verify/evaluate consultant invoices and provide recommendation for payment
- Coordinate routine shutdown requests from contractors with customers which includes notification to all interested parties and obtaining required approvals/signatures.
- Issue Construction Advisory Forms
- Escort consultants, contractors, visitors to project sites

- Monitor the excavation, loading and off-haul of hazardous materials from construction sites
- Inspect and ensure that project red-lines /record drawings are up to date
- Maintain required safety training current. Participate in site safety inspections. Report safety deficiencies and violations when observed
- Attend meetings as necessary to keep abreast of upcoming contractor operations and safety alerts
- Constructability review

Deliverables: IDR & FAR reports, change orders, and other material when requested by the PM Manager and/or Resident Engineer on the project. Based on 30 week project.

Cost:

Position	QTY	Direct Rate phr	Est Project Hours	Est Project Cost
QA/QC Construction Inspector	1	\$135	1200	\$162,000
CM Mike Monteleone 4 hours per week	1	\$135	120	\$16,200
Total				\$178,200

*Time billed against submitted Change Orders

Submitted by:



Mike Monteleone

5/17/2022

Accepted By:

Date:

Scope of Services CM Supplement (Tasks 5 and 6)

Introduction

During the term of this AGREEMENT, PH Consulting LLC (PHC) shall perform professional services for BCRA in support of the following City of Sumner (CITY) project:

City of Sumner

Alder and Kincaid Utility Improvements - Illumination

This Scope of Work is for the illumination modification for the Alder and Kincaid Utility Improvements project (Project). This scope includes data collection, site reconnaissance, photometric analysis/conceptual layout of future catenary lighting system, 90% Illumination Modification Design, and final design (including plans, specifications, and estimates) for the modification of the lighting system to include foundations, electrical wiring, j-boxes, future conduit, and necessary details. Additional services may include advertisement/Bidding support and construction engineering support.

The following Design Standards and References (as of execution of the agreement) are to be followed during the development of the project. If changes to the Design Standards and References occur after project work starts, except as noted in the list below where updated standards are currently in process, resulting in needed revisions to any deliverable, PHC may seek additional compensation to bring deliverables in-line with updated Design Standards and References.

- City of Sumner Development Specifications and Standard Details (latest edition)
- 2022 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction.
- WSDOT Local Agency Guidelines (LAG).
- Manual on Uniform Traffic Control Devices for Streets and Highways (latest edition).
- A Policy on Geometric Design of Highways and Streets (i.e. AASHTO 'Green Book') (latest edition).
- WSDOT Standard Plans as required (latest edition).
- PROWAG, as applicable
- Current edition of ITE Standards
- NEC as applicable per City Code

The plans and special provisions shall be prepared in accordance with the City's standards.

Project Description

Alder and Kincaid Utility Improvements - Illumination

The Project will modify the illumination system to support the Alder and Kincaid Utility Improvements.

Assumptions

The following general assumptions have been made in developing the Scope of Work and Budget for the Project. Additional detail has been included in the task descriptions contained in the remainder of the Scope of Work.

General Assumptions

1. The AGREEMENT is anticipated to have a duration of four months. PHC'S ability to meet the completion date is contingent upon timely receipt of information from the BCRA, CITY, and others and provided the scope proceeds as outlined and within the timeframe above.
2. BCRA will coordinate assembling of overall plans, specifications, and cost estimate, permitting, demolition, erosion control, and civil restoration construction documents.

TASK 1

1. Project Monitoring and Coordination

2. Preliminary Concept

3. Contract Drawings

4. Photometric Analysis

5. Services During Bidding

6. Construction Engineering Services

PHC will attend project construction meetings, provide responses to contractor RFI's, review material submittals, prepare change order plan revisions as needed, and prepare final as-built drawing of PH design scope elements.

Deliverable(s):

- Meeting notes, emails, memoranda, plan markups, As-built CAD files.

Assumption (s):

- Contractor will provide redline plans of field changes.
- Attendance at up to four project meetings (two on-site and two virtual)
- Level of effort assumes up to four RFI's and/or change orders.

**Consultant Fee Determination
Fee Summary
Alder Kincaid Utility Improvements**

PH Consulting Staff Category	Hours	Rate	Cost
Principal	8	\$ 195.00	\$ 1,560.00
Senior Traffic Engineer	32	\$ 170.00	\$ 5,440.00
Associate Engineer	0	\$ 125.00	\$ -
CAD Designer II	10	\$ 110.00	\$ 1,100.00
Office Administrator	3	\$ 90.00	\$ 270.00
Total Hours	53		\$ 8,370.00

Direct Salary Cost **\$ 8,370.00**

Direct Expenses	Unit	Cost	Total
Traffic Counts			\$ -
Reproduction Costs			
Full Sized Copies (Bond)			\$ -
Full Sized (PVC)			\$ -
Reprographics			\$ -
Parking/Tolls			\$ -
2022 Mileage Rates	1	0.585	\$ 130.00
		0	
		0	

Sub-Total Direct Expenses **\$ 130.00**
PE Phase Fee (Tasks 1-4) **\$ 8,370.00**

Total Fee **\$ 8,500.00**

**Consultant Fee Determination
Task Hour Estimate
Alder Kincaid Utility Improvements**

Task No.	Task Description	Principal	Senior Traffic Engineer	CAD Designer II	Office Admin	PH Total
	Hourly Rate	\$ 195.00	\$ 170.00	\$ 110.00	\$ 90.00	
1.0	Project Monitoring & Coordination					
1.1	Project Coordination					0
1.2	Project Monitoring, Progress Reporting, & Invoicing	2			2	4
1.3	Project Team Meetings					0
	Task 1.0 Total Hours	2	0	0	2	4
	Subtotal Task 1.0	\$ 390.00	\$ -	\$ -	\$ 180.00	\$ 570.00
6.0	Construction Engineering Services					
6.1	RFI Responses	2	8		1	11
6.2	Submittal Review		4	2		6
6.3	Change Orders	2	8			10
6.4	Construction Meetings	2	8			10
6.5	As-Built Drawings		4	8		
	Task 6.0 Total Hours	6	32	10	1	37
	Subtotal Task 6.0	\$ 1,170.00	\$ 5,440.00	\$ 1,100.00	\$ 90.00	\$ 7,800.00
	PH TOTAL HOURS	8	32	10	3	41
	TOTAL ALL TASKS	\$ 1,560.00	\$ 5,440.00	\$ 1,100.00	\$ 270.00	\$ 8,370.00

SUBJECT: Town Center: Utility & Woonerf Project - Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$7,195,490.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. PW Contract with Bid
 2. Bid Tab
-

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer

SUMMARY BACKGROUND:

The Town Center: Utility & Woonerf project is a combination of the Alder Kincaid Utility and the Academy Street Bike Lanes projects. This contract provides for the installation of new water mains and services at Kincaid Avenue, Alder Avenue, Park Street and Maple Street. The project includes the trenching, excavation, and installation of the new water lines as well as the removal or abandonment of the existing water lines and the surface restoration associated with the work. Improvements also include replacement of non-conforming curb ramps, bulbouts, storm drainage and associated restoration along Academy Street.

Three (3) bids were received on May 19th, 2022 for this project. The lowest responsive bid was submitted by Reed Trucking & Excavating, Inc., with a bid amount of \$6,541,360.63 . With 10% contingency, the total budgeted value is \$7,195,490.00. The Engineers Estimate for this project was \$5,568,999.83. The Contractor will have 150 working days to complete the project once given notice to proceed.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/7/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Reed Trucking & Excavating, Inc., in an amount not-to-exceed \$7,195,490.00 for the Town Center: Utility & Woonerf project (CIPs 19-05 and 20-08), substantially in a form approved by the City Attorney.

PUBLIC WORKS CONTRACT between City of Sumner and

Reed Trucking & Excavating, Inc.

THIS AGREEMENT, made and entered into this day _____, between the City of Sumner under and by virtue of Title 35 RCW (Cities and towns) as amended and Reed Trucking & Excavating, Inc., hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for

Town Center: Utility & Woonerf Project (CIP 19-05)

in accordance with and as described in the (a) attached plans and specifications, (b) the standard specifications of the Washington State Department of Transportation, and (c) all other documents, specifications, provisions and required regulations contained in the Bid Document package provided at bid opening, all of which are considered the "Contract Documents" and are incorporated herein by this reference and made part hereof as if fully set forth in this contract, and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Sumner.

II. The City of Sumner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner upon the conditions provided for in this contract. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and kin, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

III. Contractor's Employees – Employment Eligibility Requirements (E-Verify).

The Contractor and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. Upon execution of this Contract, the Contractor shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

IV. It is further provided that no liability shall attach to the City of Sumner by reason of entering into this contract except as provided herein.

V. Debarment. The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

VI. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(J) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition)) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit C.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Local Agency Approving Authority has caused this instrument to be executed by and in the name of said City of Sumner the day and year first above written.

CONTRACTOR:	CITY OF SUMNER:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: <u>Kathy Hayden</u>
Its _____ (Title)	Its <u>Mayor</u> (Title)
DATE: _____	DATE: _____

	By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____ Attest: _____ Approved as to form: _____ City Clerk _____ City Attorney _____ DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONTRACTOR: Shawn Reed, President Reed Trucking & Excavating, Inc. 2207 Inter Ave, Suite A Puyallup, WA 98372 253-841-4838	NOTICES TO BE SENT TO: CITY OF SUMNER: Alisa O'Haver-Ayala, P.E., CCM City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5703 alisao@sumnerwa.gov

EXHIBIT A

PROPOSAL

To: City of Sumner

1. Pursuant to and in compliance with your Advertisement for Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the project related to those items herein bid, being aware of the local conditions affecting the performance of a Contract covering the items bid, having knowledge of the cost of the work at the place where the work is to be done and having familiarized himself with the Contract Documents, hereby proposes and agrees to perform the work and/or to furnish the equipment, any or all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform a Contract covering any or all of those items herein bid and to complete in a workmanlike manner all work covered by said Contract in connection with the Owner's **Town Center: Utility and Woonerf Project, CIP 19-05**, for the amounts stated below.

- A. **BID ITEMS** (See Special Provisions and Standard Specifications for description of bid items)

Town Center: Utility and Woonerf Project						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
A1	1	Eq. Adj.	Minor Change	SS 1-04.4(1)	\$30,000.00	\$30,000.00
A2	1	LS	Roadway Surveying	SP 1-05.4	\$ <u>40,000.00</u>	\$ <u>40,000.00</u>
A3	1	LS	ADA Features Surveying	SP 1-05.4	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>
A4	1	LS	Record Drawings (Min. Bid \$500)	SP 1-05.18	\$ <u>500.00</u>	\$ <u>500.00</u>
A5	1	LS	SPCC Plan	SS 1-07.15	\$ <u>500.00</u>	\$ <u>500.00</u>
A6	1	Est.	Property Restoration	SP 1-07.16(5)	\$30,000.00	\$30,000.00
A7	1	LS	Mobilization	SS 1-09.7	\$ <u>400,000.00</u>	\$ <u>400,000.00</u>
A8	1	LS	Project Temporary Traffic Control	SP 1-10	\$ <u>170,000.00</u>	\$ <u>170,000.00</u>

Town Center: Utility and Woonerf Project

Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
A9	1	LS	Removal of Structure and Obstruction	SP 2-02	\$ <u>28,000.00</u>	\$ <u>28,000.00</u>
A10	1	LS	Erosion/Water Pollution Control	SP 8-01	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
B1	17	Ea.	Utility Potholing	SP 2-02	\$ <u>500.00</u>	\$ <u>8,500.00</u>
B2	195	CY	Roadway Excavation Incl. Haul	SS 3-03	\$ <u>70.00</u>	\$ <u>13,650.00</u>
B3	440	CY	Gravel Borrow Incl. Haul	SS 3-03	\$ <u>50.00</u>	\$ <u>22,000.00</u>
B4	255	LF	DI Pipe Cl. 52 for Water Main 6-In. Diam.	SP 7-09	\$ <u>100.00</u>	\$ <u>25,500.00</u>
B5	3,532	LF	DI Pipe Cl. 52 for Water Main 8-In. Diam.	SP 7-09	\$ <u>120.00</u>	\$ <u>423,840.00</u>
B6	152	CY	Extra Trench Excavation	SS 7-09	\$ <u>70.00</u>	\$ <u>10,640.00</u>
B7	300	CY	Removal and Replacement of Unsuitable Materials	SS 7-09	\$ <u>80.00</u>	\$ <u>24,000.00</u>
B8	18,656	SF	Shoring or Extra Excavation Trench	SS 7-09	\$ <u>1.00</u>	\$ <u>18,656.00</u>
B9	20	LF	Water Main Encasement	SP 7-09	\$ <u>200.00</u>	\$ <u>4,000.00</u>
B10	1	Ea.	Air-Vac Assembly	SP 7-12	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
B11	20	Ea.	Gate Valve 6-In.	SS 7-12	\$ <u>1,500.00</u>	\$ <u>30,000.00</u>

1

Town Center: Utility and Woonerf Project						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
B12	35	Ea.	Gate Valve 8-In.	SS 7-12	\$ <u>2,100.00</u>	\$ <u>73,500.00</u>
B13	2	Ea.	Sampling Station	SP 7-13	\$ <u>3,500.00</u>	\$ <u>7,000.00</u>
B14	8	Ea.	Hydrant Assembly	SP 7-14	\$ <u>6,000.00</u>	\$ <u>48,000.00</u>
B15	3	Ea.	Service Connection 1-1/2 In. Diam.	SP 7-15	\$ <u>6,000.00</u>	\$ <u>18,000.00</u>
B16	58	Ea.	Service Connection 3/4-In. Diam.	SP 7-15	\$ <u>2,000.00</u>	\$ <u>116,000.00</u>
B17	1	LS	Irrigation System	SS 8-03	\$ <u>90,000.00</u>	\$ <u>90,000.00</u>
B18	1	Est.	Resolution of Utility Conflicts	SP 8-05	\$15,000.00	\$15,000.00
C1	16	Ea.	Remove Tree	SP 2-02	\$ <u>1,000.00</u>	\$ <u>16,000.00</u>
C2	58	LF	Remove Wall	SP 2-02	\$ <u>30.00</u>	\$ <u>1,740.00</u>
C3	5,592	SY	Removing Asphalt Pavement	SP 2-02	\$ <u>10.00</u>	\$ <u>55,920.00</u>
C4	1,087	SY	Removing Asphalt Overlain Cement Conc. Pavement	SP 2-02	\$ <u>15.00</u>	\$ <u>16,305.00</u>
C5	363	SY	Removing Cement Conc. Pavement	SP 2-02	\$ <u>35.00</u>	\$ <u>12,705.00</u>
C6	2,208	SY	Removing Cement Conc. Sidewalk	SP 2-02	\$ <u>20.00</u>	\$ <u>44,160.00</u>

2

Town Center: Utility and Woonerf Project						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
C7	2,700	LF	Removing Cement Conc. Curb	SP 2-02	\$ <u>10.00</u>	\$ <u>27,000.00</u>
C8	1,710	SY	Construction Geotextile for Separation	SS 2-12	\$ <u>5.00</u>	\$ <u>8,550.00</u>
C9	1,750	Ton	Crushed Surfacing Top Course	SP 4-04	\$ <u>50.00</u>	\$ <u>87,500.00</u>
C10	997	Ton	Crushed Surfacing Base Course	SP 4-04	\$ <u>50.00</u>	\$ <u>49,850.00</u>
C11	1,280	Ton	HMA Cl. 1/2" PG 58H-22	SP 5-04	\$ <u>200.00</u>	\$ <u>256,000.00</u>
C12	250	Ton	HMA for Temporary Pavement Patch	SP 5-04	\$ <u>200.00</u>	\$ <u>50,000.00</u>
C13	3,761	SY	Planing Bituminous Pavement	SP 5-04	\$ <u>10.00</u>	\$ <u>37,610.00</u>
C14	1,190	SY	Cement Conc. Pavement	SP 5-05	\$ <u>175.00</u>	\$ <u>208,250.00</u>
C15	201	SY	Colored Cement Conc. Pavement	SP 5-05	\$ <u>190.00</u>	\$ <u>38,190.00</u>
C16	1,478	SY	Stamped and Colored Cement Conc. Pavement, 8-Inch Section	SP 5-05	\$ <u>225.00</u>	\$ <u>332,550.00</u>
C17	373	SY	Stamped and Colored Cement Conc. Pavement, 10-Inch Section	SP 5-05	\$ <u>350.00</u>	\$ <u>130,550.00</u>
C18	55	Ea.	Inlet Protection	SP 8-01	\$ <u>100.00</u>	\$ <u>5,500.00</u>
C19	238	CY	Topsoil Type A	SP 8-02	\$ <u>75.00</u>	\$ <u>17,850.00</u>

Town Center: Utility and Woonerf Project						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
C20	2	CY	Bark Mulch	SP 8-02	\$ <u>100.00</u>	\$ <u>200.00</u>
C21	1,054	SY	Seeded Lawn Installation	SP 8-02	\$ <u>5.00</u>	\$ <u>5,270.00</u>
C22	56	Ea.	PS Abelia x Grandiflora 'Kaleidoscope' / Kaleidoscope Glossy Abelia 5 Gal.	SP 8-02	\$ <u>55.00</u>	\$ <u>3,080.00</u>
C23	60	Ea.	PS Bouteloua Gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama 5 Gal.	SP 8-02	\$ <u>55.00</u>	\$ <u>3,300.00</u>
C24	258	Ea.	PS Calamagrostis x Acutiflora 'Karl Foerster' / Karl Foerster Feather Reed Grass 5 Gal.	SP 8-02	\$ <u>55.00</u>	\$ <u>14,190.00</u>
C25	591	Ea.	PS Ophiopogon Japonicus / Mondo Grass 5 Gal.	SP 8-02	\$ <u>55.00</u>	\$ <u>32,505.00</u>
C26	131	Ea.	PS Pennisetum Alopecuroides 'Hameln' / Hameln Fountain Grass 5 Gal.	SP 8-02	\$ <u>55.00</u>	\$ <u>7,205.00</u>
C27	70	Ea.	PS Viburnum Davidii / David Viburnum 5 Gal.	SP 8-02	\$ <u>55.00</u>	\$ <u>3,850.00</u>
C28	10	Ea.	PS Zelkova Serrata 'Green Vase' / Green Vase Sawleaf Zelkova 15 Gal.	SP 8-02	\$ <u>1,000.00</u>	\$ <u>10,000.00</u>
C29	1,587	LF	Cement Conc. Flush Curb	SP 8-04	\$ <u>40.00</u>	\$ <u>63,480.00</u>
C30	696	LF	Cement Conc. Traffic Curb	SP 8-04	\$ <u>39.00</u>	\$ <u>27,144.00</u>
C31	1,234	LF	Cement Conc. Traffic Curb and Gutter	SP 8-04	\$ <u>38.00</u>	\$ <u>46,892.00</u>
C32	148	LF	Integral Curb	SP 8-04	\$ <u>40.00</u>	\$ <u>5,920.00</u>

Town Center: Utility and Woonerf Project						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
C33	33	LF	Extruded Curb	SS 8-04	\$ <u>50.00</u>	\$ <u>1,650.00</u>
C34	64	SY	Commercial Cement Conc. Driveway Approach	SP 8-06	\$ <u>135.00</u>	\$ <u>8,640.00</u>
C35	19	LF	Remove and Restore Chain Link Fence	SP 8-12	\$ <u>100.00</u>	\$ <u>1,900.00</u>
C36	8	Ea.	Survey Monument	SP 8-13	\$ <u>2,000.00</u>	\$ <u>16,000.00</u>
C37	1	Ea.	Cement Conc. Curb Ramp Type Combination	SS 8-14	\$ <u>6,000.00</u>	\$ <u>6,000.00</u>
C38	1	Ea.	Cement Conc. Curb Ramp Type Perpendicular	SS 8-14	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
C39	19	Ea.	Cement Conc. Curb Ramp Type Single Direction	SS 8-14	\$ <u>3,300.00</u>	\$ <u>62,700.00</u>
C40	674	SY	Cement Conc. Sidewalk	SS 8-14	\$ <u>80.00</u>	\$ <u>53,920.00</u>
C41	1,347	SY	Colored Cement Conc. Sidewalk	SP 8-14	\$ <u>101.00</u>	\$ <u>136,047.00</u>
C42	240	SY	Stamped and Colored Cement Conc. Sidewalk	SP 8-14	\$ <u>155.00</u>	\$ <u>37,200.00</u>
C43	33	SF	Detectable Warning Surface	SS 8-14	\$ <u>50.00</u>	\$ <u>1,650.00</u>
C44	1	LS	Illumination System, Complete	SP 8-20	\$ <u>950,000.00</u>	\$ <u>950,000.00</u>
C45	1	LS	Permanent Signing	SP 8-21	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>

Town Center: Utility and Woonerf Project						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
C46	1,045	LF	Paint Line	SS 8-22	\$ <u>2.00</u>	\$ <u>2,090.00</u>
C47	1	Ea.	Painted Access Parking Space Symbol	SS 8-22	\$ <u>300.00</u>	\$ <u>300.00</u>
C48	4,113	SF	Plastic Crosswalk Line	SS 8-22	\$ <u>15.00</u>	\$ <u>61,740.00</u>
C49	1	Ea.	Plastic Railroad Crossing Symbol	SS 8-22	\$ <u>1,800.00</u>	\$ <u>1,800.00</u>
C50	112	LF	Plastic Stop Line	SS 8-22	\$ <u>25.00</u>	\$ <u>2,800.00</u>
C51	4	LF	Removing Paint Line	SS 8-22	\$ <u>10.00</u>	\$ <u>40.00</u>
C52	400	SF	Removing Plastic Crosswalk Line	SS 8-22	\$ <u>8.00</u>	\$ <u>3,200.00</u>
C53	1,045	LF	Temporary Pavement Markings - Short Duration	SS 8-23	\$ <u>3.00</u>	\$ <u>3,135.00</u>
C54	102	Ea.	Fixed Bollard	SP 8-26	\$ <u>1,200.00</u>	\$ <u>122,400.00</u>
C55	23	Ea.	Removable Bollard	SP 8-26	\$ <u>2,000.00</u>	\$ <u>46,000.00</u>
C56	6	Ea.	Trash Receptacle	SP 8-31	\$ <u>2,500.00</u>	\$ <u>15,000.00</u>
C57	190	LF	Seat Wall	SP 8-31	\$ <u>250.00</u>	\$ <u>47,500.00</u>
D1	3,871	LF	Conduit Pipe 4-In. Diam.	SS 8-20	\$ <u>12.00</u>	\$ <u>46,452.00</u>

Town Center: Utility and Woonerf Project						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
D2	917	LF	Conduit Pipe 6-In. Diam.	SS 8-20	\$ <u>22.00</u>	\$ <u>20,174.00</u>
E1	1,291	LF	Schedule A Storm Sewer Pipe, 12 In. Diam.	SP 7-04	\$ <u>70.00</u>	\$ <u>90,370.00</u>
E2	192	LF	Ductile Iron Storm Sewer Pipe, 12 In. Diam.	SP 7-04	\$ <u>100.00</u>	\$ <u>19,200.00</u>
E3	1	Ea.	Adjust Catch Basin	SS 7-05	\$ <u>500.00</u>	\$ <u>500.00</u>
E4	8	Ea.	Adjust Manhole	SS 7-05	\$ <u>500.00</u>	\$ <u>4,000.00</u>
E5	37	Ea.	Catch Basin Type 1	SP 7-05	\$ <u>1,600.00</u>	\$ <u>59,200.00</u>
E6	4	Ea.	Catch Basin Type 2, 48 In. Diam.	SP 7-05	\$ <u>3,500.00</u>	\$ <u>14,000.00</u>
E7	7,307	SF	Shoring or Extra Excavation Class B	SS 7-05	\$ <u>1.00</u>	\$ <u>7,307.00</u>
E8	40	CY	Unsuitable Pipe Foundation Excavation, Incl. Haul	SP 7-08	\$ <u>50.00</u>	\$ <u>2,000.00</u>
F1	1,268	LF	Cured-In-Place Pipe 8-In. Diam.	SP 7-16	\$ <u>74.00</u>	\$ <u>93,832.00</u>
F2	33	LF	Cured-In-Place Pipe 48-In. Diam.	SP 7-16	\$ <u>2,400.00</u>	\$ <u>79,200.00</u>
F3	17	Ea.	Cured-In-Place Pipe Lateral Seal	SP 7-16	\$ <u>2,200.00</u>	\$ <u>37,400.00</u>

Town Center: Utility and Woonerf Project						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
F4	3	Ea.	Adjust Cleanout Lid	SP 7-19	\$ <u>500.00</u>	\$ <u>1,500.00</u>

**SCHEDULE OF PRICES
TOWN CENTER: UTILITY & WOONERF PROJECT
ACADEMY STREET BIKE LANES**

ALL ENTRIES SHALL BE WRITTEN IN INK OR TYPED TO VALIDATE BID

(Note: Unit prices for all items, all extensions, and total amount of bid must be shown.)

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICED BID	UNIT PRICE Dollars Cts.	TOTAL ITEM PRICE Dollars Cts.
SCHEDULE G: Academy Bike Lanes				
100	1 EQ. ADJ.	Minor Change, per Equity Adjustment SS 1-04.4(1)	\$25,000.00	\$25,000.00
101	1 LS	Roadway Surveying, per Lump Sum SP 1-05.4	LUMP SUM	\$ 17,000.00
102	1 LS	ADA Features Surveying, per Lump Sum SP 1-05.4	LUMP SUM	\$ 12,000.00
103	1 LS	Record Drawings (Min. Bid \$500), per Lump Sum SP 1-05.18	LUMP SUM	\$ 500.00
104	1 LS	SPCC Plan, per Lump Sum SP 1-07.15	LUMP SUM	\$ 500.00
105	1 FA	Property Restoration, per Force Account SS 1-07.16	\$10,000.00	\$10,000.00
106	1 LS	Mobilization, per Lump Sum SS 1-09.7	LUMP SUM	\$ 70,000.00
107	1 LS	Project Temporary Traffic Control, per Lump Sum SP 1-10	LUMP SUM	\$ 50,000.00
108	1 LS	Removal of Structures and Obstructions, per Lump Sum SP 2-02	LUMP SUM	\$ 20,000.00
109	798 SY	Removing Asphalt Conc. Pavement, per Square Yard SP 2-02	\$ 10.00	\$ 7,980.00
110	2 SY	Removing Cement Conc. Pavement, per Square Yard SP 2-02	\$ 50.00	\$ 100.00
111	1,177 SY	Removing Asphalt Overlaid Conc. Pavement, per Square Yard SP 2-02	\$ 15.00	\$ 17,655.00
112	466 SY	Removing Cement Conc. Sidewalk, per Square Yard SP 2-02	\$ 20.00	\$ 9,320.00
113	1,188 LF	Removing Cement Conc. Curb, per Linear Foot SP 2-02	\$ 10.00	\$ 11,880.00
114	5 EA	Utility Potholing, per Each SP 2-02	\$ 500.00	\$ 2,500.00
115	4 EA	Adjust Existing Utility to Grade, per Each SP 2-02	\$ 500.00	\$ 2,000.00
116	1,020 CY	Roadway Excavation Incl. Haul, per Cubic Yard SS 2-03	\$ 70.00	\$ 71,400.00
117	55 CY	Unsuitable Foundation Excavation Incl. Haul, per Cubic Yard SP 2-03	\$ 50.00	\$ 2,750.00
118	907 TON	Gravel Borrow Incl. Haul, per Ton of PHMA SS 2-03	\$ 50.00	\$ 45,350.00
119	1 LS	Shoring or Extra Excavation Class B, per Lump Sum SS 2-09	LUMP SUM	\$ 1,000.00
120	1,830 SY	Construction Geotextile for Soil Stabilization, per Square Yard SS 2-12	\$ 3.00	\$ 5,490.00
121	342 TN	Crushed Surfacing Top Course, per Ton SP 4-04	\$ 50.00	\$ 17,100.00

City of Sumner
Town Center: Utility Woonerf Project
Academy Street Bike Lanes
Proposal

FIRM NAME Reed Trucking & Excavating, Inc.

Page / 11

Bid Proposal Form

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICED BID	UNIT PRICE Dollars Cts.	TOTAL ITEM PRICE Dollars Cts.
122	277 TN	Crushed Surfacing Base Course, per Ton SP 4-04	\$ 50.00	\$ 13,850.00
123	342 TN	HMA CL. 1/2 In PG 58H-22, per Ton SP 5-04	\$ 250.00	\$ 85,500.00
124	220 SY	Planing Bituminous Pavement, per Square Yard SP 5-04	\$ 10.00	\$ 2,200.00
125	278 SY	Cement Conc. Pavement, per Square Yard SP 5-05	\$ 175.00	\$ 48,650.00
126	145 LF	Schedule A Storm Sewer Pipe 12 In. Diam., per Linear Foot SP 7-04	\$ 70.00	\$ 10,150.00
127	100 LF	Schedule A Storm Sewer Pipe 8 In. Diam., per Linear Foot SP 7-04	\$ 70.00	\$ 7,000.00
128	106 LF	Ductile Iron Pipe CI 52 12 In. Diam., per Linear Foot SP 7-04	\$ 120.00	\$ 12,720.00
129	12 LF	Ductile Iron Pipe CI 52 8 In. Diam., per Linear Foot SP 7-04	\$ 200.00	\$ 2,400.00
130	17 EA	Catch Basin Type 1, per Each SS 7-05	\$ 1,600.00	\$ 27,200.00
131	2 EA	Catch Basin Type 1L, per Each SS 7-05	\$ 1,700.00	\$ 3,400.00
132	4 EA	Catch Basin Type 2 48 In. Diam, per Each SS 7-05	\$ 3,500.00	\$ 14,000.00
133	4 EA	Install New Ergo Access Assembly, Adjust to Grade, per Each SP 7-05	\$ 1,000.00	\$ 4,000.00
134	2 EA	Install New Frame and Grate, Adjust to Grade, per Each SP 7-05	\$ 700.00	\$ 1,400.00
135	9 CY	Unsuitable Pipe Foundation Excavation Incl. Haul, per Cubic Yard SP 7-08	\$ 50.00	\$ 450.00
136	1 LS	Erosion and Water Pollution Control, per Lump Sum SP 8-01	LUMP SUM	\$ 1,500.00
137	103 CY	Topsoil Type A, per Cubic Yard SP 8-02	\$ 75.00	\$ 7,725.00
138	3 CY	Bark or Wood Chip Mulch, per Cubic Yard SP 8-02	\$ 100.00	\$ 300.00
139	4 EA	PS Prunus Laurocerasus 'Otto Luyken'/Otto Luyken English Laurel; 1 Gal. Cont., per Each SP 8-02	\$ 25.00	\$ 100.00
140	65 EA	PS Hypericum Calycinum/Saint John's-Wort; 1 Gal. Cont., per Each SP 8-02	\$ 18.00	\$ 1,170.00
141	807 SY	Seeded Lawn Installation, per Square Yard SP 8-02	\$ 5.00	\$ 4,035.00
142	1,247 LF	Cement Conc. Traffic Curb and Gutter, per Linear Foot SP 8-04	\$ 38.00	\$ 47,386.00
143	6 LF	Cement Conc. Traffic Curb, per Linear Foot SP 8-04	\$ 80.00	\$ 480.00
144	1 FA	Resolution of Utility Conflicts, per Force Account SP 8-05	\$15,000.00	\$15,000.00
145	48 LF	Remove and Reinstall Chainlink Fence, per Linear Foot SP 8-12	\$ 50.00	\$ 2,400.00
146	1 EA	Survey Monument, per Each SP 8-13	\$ 2,000.00	\$ 2,000.00
147	162 SY	Cement Conc. Sidewalk, per Square Yard SS 8-14	\$ 80.00	\$ 12,960.00

City of Sumner
Town Center: Utility Woonerf Project
Academy Street Bike Lanes
Proposal

FIRM NAME Reed Trucking & Excavating, Inc.

Page / 12

Bid Proposal Form

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICED BID	UNIT PRICE Dollars Cts.	TOTAL ITEM PRICE Dollars Cts.
148	11 EA	Cement Conc. Curb Ramp Type Perpendicular A, per Each SS 8-14	\$ 2,500.00	\$ 27,500.00
149	7 EA	Cement Conc. Curb Ramp Type Combination, per Each SS 8-14	\$ 6,000.00	\$ 42,000.00
150	6 EA	Cement Conc. Curb Ramp Type Single Direction A, per Each SS 8-14	\$ 3,300.00	\$ 19,800.00
151	135 LF	Cement Conc. Thickened Edge, per Linear Foot SS 8-14	\$ 35.00	\$ 4,725.00
152	1 LS	Permanent Signing, per Lump Sum SP 8-21	LUMP SUM	\$ 15,000.00
153	1,645 LF	Removing Paint Lines, per Linear Foot SS 8-22	\$ 4.00	\$ 6,580.00
154	112 SY	Removing Plastic Crosswalk Line, per Square Yard SS 8-22	\$ 8.00	\$ 896.00
155	7,539 LF	Paint Line, per Linear Foot SS 8-22	\$ 2.00	\$ 15,078.00
156	156 LF	Plastic Stop Line, per Linear Foot SS 8-22	\$ 25.00	\$ 3,900.00
157	214 SY	Plastic Crosswalk Line, per Square Yard SS 8-22	\$ 15.00	\$ 3,210.00
158	24 EA	Plastic Bicycle Symbol, per Each SS 8-22	\$ 500.00	\$ 12,000.00
159	60 LF	Remove and Reinstall Wood Fence, per Linear Foot SP 8-26	\$ 80.00	\$ 4,800.00
TOTAL SCHEDULE G: Academy Bike Lanes =				\$882,990.00

City of Sumner
Town Center: Utility Woonerf Project
Academy Street Bike Lanes
Proposal

FIRM NAME Reed Trucking & Excavating, Inc.

Page / 13

Bid Proposal Form

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICED BID	UNIT PRICE Dollars Cts.	TOTAL ITEM PRICE Dollars Cts.
SCHEDULE G1: Academy Bike Lanes Additive				
200	1 EQ. ADJ.	Minor Change, per Equity Adjustment SS 1-04.4(1)	\$10,000.00	\$10,000.00
201	1 LS	Roadway Surveying, per Lump Sum SP 1-05.4	LUMP SUM	\$ 3,000.00
202	1 LS	ADA Features Surveying, per Lump Sum SP 1-05.4	LUMP SUM	\$ 3,000.00
203	1 LS	Record Drawings (Min. Bid \$500), per Lump Sum SP 1-05.18	LUMP SUM	\$ 500.00
204	1 LS	SPCC Plan, per Lump Sum SP 1-07.15	LUMP SUM	\$ 500.00
205	1 FA	Property Restoration, per Force Account SS 1-07.16	\$10,000.00	\$10,000.00
206	1 LS	Mobilization, per Lump Sum SS 1-09.7	LUMP SUM	\$ 10,000.00
207	1 LS	Project Temporary Traffic Control, per Lump Sum SP 1-10	LUMP SUM	\$ 5,000.00
208	1 LS	Removal of Structures and Obstructions, per Lump Sum SP 2-02	LUMP SUM	\$ 1,000.00
209	194 SY	Removing Asphalt Conc. Pavement, per Square Yard SP 2-02	\$ 10.00	\$ 1,940.00
210	251 SY	Removing Asphalt Overlaid Conc. Pavement, per Square Yard SP 2-02	\$ 15.00	\$ 3,765.00
211	106 SY	Removing Cement Conc. Sidewalk, per Square Yard SP 2-02	\$ 20.00	\$ 2,120.00
212	366 LF	Removing Cement Conc. Curb, per Linear Foot SP 2-02	\$ 10.00	\$ 3,660.00
213	5 EA	Utility Potholing, per Each SP 2-02	\$ 500.00	\$ 2,500.00
214	2 EA	Adjust Existing Utility to Grade, per Each SP 2-02	\$ 500.00	\$ 1,000.00
215	216 TON	Gravel Borrow Incl. Haul, per Ton of PHMA SS 2-03	\$ 50.00	\$ 10,800.00
216	280 CY	Roadway Excavation Incl. Haul, per Cubic Yard SS 2-03	\$ 70.00	\$ 19,600.00
217	15 CY	Unsuitable Foundation Excavation Incl. Haul, per Cubic Yard SP 2-03	\$ 50.00	\$ 750.00
218	1 LS	Shoring or Extra Excavation Class B, per Lump Sum SS 2-09	LUMP SUM	\$ 1.00
219	439 SY	Construction Geotextile for Soil Stabilization, per Square Yard SS 2-12	\$ 3.00	\$ 1,317.00
220	71 TN	Crushed Surfacing Top Course, per Ton SP 4-04	\$ 50.00	\$ 3,550.00
221	61 TN	Crushed Surfacing Base Course, per Ton SP 4-04	\$ 50.00	\$ 3,050.00
222	75 TN	HMA CL. 1/2 In PG 58H-22, per Ton SP 5-04	\$ 250.00	\$ 18,750.00
223	8 SY	Cement Conc. Pavement, per Square Yard SP 5-05	\$ 175.00	\$ 1,400.00
224	163 LF	Solid Wall PVC Storm Sewer Pipe 12 In. Diam., per Linear Foot SP 7-04	\$ 70.00	\$ 11,410.00

City of Sumner
Town Center: Utility Woonerf Project
Academy Street Bike Lanes
Proposal

FIRM NAME Reed Trucking & Excavating, Inc.

Page / 14

Bid Proposal Form

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICED BID	UNIT PRICE Dollars Cts.	TOTAL ITEM PRICE Dollars Cts.
225	1 EA	Catch Basin Type 1, per Each SS 7-05	\$ 1,600.00	\$ 1,600.00
226	5 EA	Catch Basin Type 1L, per Each SS 7-05	\$ 1,700.00	\$ 8,500.00
227	2 EA	Catch Basin Type 2 48 In. Diam, per Each SS 7-05	\$ 3,500.00	\$ 7,000.00
228	1 EA	Install New Ergo Ring and Cover, Adjust to Grade, per Each SS 7-05	\$ 1,000.00	\$ 1,000.00
229	4 CY	Unsuitable Pipe Foundation Excavation Incl. Haul, per Cubic Yard SP 7-08	\$ 50.00	\$ 200.00
230	1 LS	Erosion and Water Pollution Control , per Lump Sum SP 8-01	LUMP SUM	\$ 500.00
231	30 CY	Topsoil Type A, per Cubic Yard SP 8-02	\$ 75.00	\$ 2,250.00
232	1 CY	Bark or Wood Chlp Mulch, per Cubic Yard SP 8-02	\$ 100.00	\$ 100.00
233	264 SY	Seeded Lawn Installation, per Square Yard SP 8-02	\$ 5.00	\$ 1,320.00
234	375 LF	Cement Conc. Traffic Curb and Gutter, per Linear Foot SP 8-04	\$ 38.00	\$ 14,250.00
235	1 FA	Resolution of Utility Conflicts, per Force Account SP 8-05	\$5,000.00	\$5,000.00
236	64 SY	Cement Conc. Sidewalk, per Square Yard SS 8-14	\$ 80.00	\$ 5,120.00
237	4 EA	Cement Conc. Curb Ramp Type Single Direction A, per Each SS 8-14	\$ 3,300.00	\$ 13,200.00
238	2 EA	Cement Conc. Curb Ramp Type Combination, per Each SS 8-14	\$ 6,000.00	\$ 12,000.00
239	1 LS	Permanent Signing, per Lump Sum SP 8-21	LUMP SUM	\$ 500.00
240	-475 LF	Paint Line, per Linear Foot SS 8-22	\$ 2.00	\$ 950.00

TOTAL SCHEDULE G1: Academy Bike Lanes Additive = \$202,103.00

Base Bid: (Schedule G) = \$ 882,990.00

Base Bid + Additive: (Schedule G + Schedule G1) = \$ 1,085,093.00

Bidding Procedures

To be considered responsive, the bidder shall submit a price on each and every item of work included in Schedules A, B, C, D, E, F, G, G1.

Bid Evaluation

The successful bidder will be determined as described in Section 1-02.6 of the Special Provisions

City of Sumner

Town Center: Utility Woonerf Project

Academy Street Bike Lanes

Proposal

FIRM NAME Reed Trucking & Excavating, Inc.

Page / 15

Schedule A Subtotal \$ 721,000.00
Schedule A Sales Tax at 9.4% (Per W.S. Revenue Rule No. 171) \$ 67,774.00
Schedule A Total \$ 788,774.00

Schedule B Subtotal \$ 958,286.00
Schedule B Sales Tax at 9.4% (Per W.S. Revenue Rule No. 171) \$ 90,078.88
Schedule B Total \$ 1,048,364.88

Schedule C Subtotal \$ 3,218,478.00
Schedule C Sales Tax Exempt \$ 0
Schedule C Total \$ 3,218,478.00

Schedule D Subtotal \$ 66,626.00
Schedule D Sales Tax at 9.4% (Per W.S. Revenue Rule No. 171) \$ 6,262.84
Schedule D Total \$ 72,888.84

Schedule E Subtotal \$ 196,577.00
Schedule E Sales Tax at 9.4% (Per W.S. Revenue Rule No. 171) \$ 18,478.24
Schedule E Total \$ 215,055.24

Schedule F Subtotal \$ 211,932.00
Schedule F Sales Tax at 9.4% (Per W.S. Revenue Rule No. 171) \$ 19,921.61
Schedule F Total \$ 231,853.61

Schedule G Subtotal \$ 882,990.00
Schedule G Sales Tax at 9.4% (Per W.S. Revenue Rule No. 171) \$ 83,001.06
Schedule G Total \$ 965,991.06

Base Bid Total = \$ <u>6,541,405.63</u> (Schedule A + Schedule B + Schedule C + Schedule D + Schedule E + Schedule F + Schedule G)

Schedule G1 Subtotal \$ 202,103.00

Schedule G1 Sales Tax at 9.4% (Per W.S. Revenue Rule No. 171) \$ 18,997.68

Schedule G1 Total \$ 221,100.68

Additive Bid Total = \$ 221,100.68

(Schedule G1)

EXHIBIT B

CITY OF SUMNER

**CERTIFICATION OF COMPLIANCE WITH SUMNER MUNICIPAL CODE CHAPTER 3.30
“E-VERIFY“**

As the person duly authorized to enter into such commitment for

_____,
Reed Trucking & Excavating, Inc.

I hereby certify that the Company or Organization named herein will

(check one box below)

☐ Be in compliance with all of the requirements of City of Sumner Municipal Code Chapter 3.30 for the duration of the contract entered into between the City of Sumner and the Company or Organization.

OR

☐ Hire no employees for the term of the contract between the City and the Company or Organization.

NAME

TITLE

DATE

EXHIBIT C

APPENDIX II TO PART 200---CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City of Sumner under federal award(s) are subject to the following provisions, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the following language is hereby incorporated into the contract as if fully set forth therein:

Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the following provisions (29 CFR, Subtitle A Part 5, Subpart A, § 5.5, subsections (a)(1) – (a)(10)) shall apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City of Sumner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying

number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5

(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5

(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph

(a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Bid Tabulation

Project Name:		Town Center: Utility & Woonerf project										
CIP No.:		19-05 & 20-08										
Bid Opening Date:		May 19, 2022										
		Notes:			Engineer's Estimate		Bidder #1		Bidder #2		Bidder #3	
		Indicates error corrected by PW dept	\$X,XXX.XX				Active Construction, Inc.		Ceccanti, Inc.		Reed Trucking & Excavating, Inc.	
		Indicates Bidder modified Proposal	\$X,XXX.XX									
					Total	\$ 5,491,471.88	Total	\$ 7,295,294.98	Total	\$ 6,887,228.38	Total	\$ 6,541,360.63
Bid Item	Spec	Bid Item Description	Unit	Qty	Unit Price	Amount	Unit Price (Bid 1)	Amount (Bid 1)	Unit Price (Bid 2)	Amount (Bid 2)	Unit Price (Bid 3)	Amount (Bid 3)
A01	SS 1-04.4(1)	Minor Change	FA	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
A02	SP 1-05.4	Roadway Surveying	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 35,000.00	\$ 35,000.00	\$ 43,333.00	\$ 43,333.00	\$ 40,000.00	\$ 40,000.00
A03	SP 1-05.4	ADA Features Surveying	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,973.00	\$ 6,973.00	\$ 12,000.00	\$ 12,000.00
A04	SP 1-05.18	Record Drawings (Min. Bid \$500)	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 850.00	\$ 850.00	\$ 500.00	\$ 500.00
A05	SS 1-07.15	SPCC Plan	LS	1	\$ 500.00	\$ 500.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00
A06	SP 1-07.16(5)	Property Restoration	FA	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
A07	SS 1-09.7	Mobilization	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 458,876.00	\$ 458,876.00	\$ 300,000.00	\$ 300,000.00	\$ 400,000.00	\$ 400,000.00
A08	SP 1-10	Project Temporary Traffic Control	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 350,000.00	\$ 350,000.00	\$ 282,920.00	\$ 282,920.00	\$ 170,000.00	\$ 170,000.00
A09	SP 2-02	Removal of Structure and Obstruction	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 28,000.00	\$ 28,000.00
A10	SP 8-01	Erosion/Water Pollution Control	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 25,000.00	\$ 25,000.00	\$ 43,000.00	\$ 43,000.00	\$ 10,000.00	\$ 10,000.00
B01	SP 2-02	Utility Potholing	EA	17	\$ 500.00	\$ 8,500.00	\$ 575.00	\$ 9,775.00	\$ 608.00	\$ 10,336.00	\$ 500.00	\$ 8,500.00
B02	SS 2-03	Roadway Excavation Incl. Haul	CY	195	\$ 90.00	\$ 17,550.00	\$ 63.50	\$ 12,382.50	\$ 44.00	\$ 8,580.00	\$ 70.00	\$ 13,650.00
B03	SS 2-03	Gravel Borrow Incl. Haul	CY	440	\$ 60.00	\$ 26,400.00	\$ 57.00	\$ 25,080.00	\$ 33.00	\$ 14,520.00	\$ 50.00	\$ 22,000.00
B04	SP 7-09	DI Pipe Cl. 52 for Water Main 6-In. Diam.	LF	255	\$ 75.00	\$ 19,125.00	\$ 155.00	\$ 39,525.00	\$ 200.00	\$ 51,000.00	\$ 100.00	\$ 25,500.00
B05	SP 7-09	DI Pipe Cl. 52 for Water Main 8-In. Diam.	LF	3,532	\$ 95.00	\$ 335,540.00	\$ 173.00	\$ 611,036.00	\$ 152.00	\$ 536,864.00	\$ 120.00	\$ 423,840.00
B06	SS 7-09	Extra Trench Excavation	CY	152	\$ 40.00	\$ 6,080.00	\$ 98.00	\$ 14,896.00	\$ 24.00	\$ 3,648.00	\$ 70.00	\$ 10,640.00
B07	SS 7-09	Removal and Replacement of Unsuitable Materials	CY	300	\$ 40.00	\$ 12,000.00	\$ 105.00	\$ 31,500.00	\$ 68.00	\$ 20,400.00	\$ 80.00	\$ 24,000.00
B08	SS 7-09	Shoring or Extra Excavation Trench	SF	18,656	\$ 1.00	\$ 18,656.00	\$ 0.50	\$ 9,328.00	\$ 0.10	\$ 1,865.60	\$ 1.00	\$ 18,656.00
B09	SP 7-09	Water Main Encasement	LF	20	\$ 75.00	\$ 1,500.00	\$ 500.00	\$ 10,000.00	\$ 395.00	\$ 7,900.00	\$ 200.00	\$ 4,000.00
B10	SP 7-12	Air-Vac Assembly	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 11,250.00	\$ 11,250.00	\$ 11,400.00	\$ 11,400.00	\$ 10,000.00	\$ 10,000.00
B11	SS 7-12	Gate Valve 6-In.	EA	20	\$ 1,500.00	\$ 30,000.00	\$ 2,000.00	\$ 40,000.00	\$ 1,506.00	\$ 30,120.00	\$ 1,500.00	\$ 30,000.00
B12	SS 7-12	Gate Valve 8-In.	EA	35	\$ 2,000.00	\$ 70,000.00	\$ 2,600.00	\$ 91,000.00	\$ 2,026.00	\$ 70,910.00	\$ 2,100.00	\$ 73,500.00
B13	SP 7-13	Sampling Station	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 4,780.00	\$ 9,560.00	\$ 6,051.00	\$ 12,102.00	\$ 3,500.00	\$ 7,000.00
B14	SP 7-14	Hydrant Assembly	EA	8	\$ 7,500.00	\$ 60,000.00	\$ 6,695.00	\$ 53,560.00	\$ 6,590.00	\$ 52,720.00	\$ 6,000.00	\$ 48,000.00
B15	SP 7-15	Service Connection 1-1/2 In. Diam.	EA	3	\$ 5,000.00	\$ 15,000.00	\$ 6,700.00	\$ 20,100.00	\$ 6,261.00	\$ 18,783.00	\$ 6,000.00	\$ 18,000.00
B16	SP 7-15	Service Connection 3/4-In. Diam.	EA	58	\$ 2,400.00	\$ 139,200.00	\$ 3,225.00	\$ 187,050.00	\$ 3,290.00	\$ 190,820.00	\$ 2,000.00	\$ 116,000.00
B17	SS 8-03	Irrigation System	LS	1	\$ 19,500.00	\$ 19,500.00	\$ 119,850.00	\$ 119,850.00	\$ 117,869.00	\$ 117,869.00	\$ 90,000.00	\$ 90,000.00
B18	SP 8-05	Resolution of Utility Conflicts	FA	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
C01	SP 2-02	Remove Tree	EA	16	\$ 1,500.00	\$ 24,000.00	\$ 825.00	\$ 13,200.00	\$ 1,384.00	\$ 22,144.00	\$ 1,000.00	\$ 16,000.00
C02	SP 2-02	Remove Wall	LF	58	\$ 50.00	\$ 2,900.00	\$ 60.00	\$ 3,480.00	\$ 92.00	\$ 5,336.00	\$ 30.00	\$ 1,740.00
C03	SP 2-02	Removing Asphalt Pavement	SY	5,592	\$ 12.00	\$ 67,104.00	\$ 22.50	\$ 125,820.00	\$ 7.00	\$ 39,144.00	\$ 10.00	\$ 55,920.00
C04	SP 2-02	Removing Asphalt Overlain Cement Conc. Pavement	SY	1,087	\$ 12.00	\$ 13,044.00	\$ 30.75	\$ 33,425.25	\$ 20.00	\$ 21,740.00	\$ 15.00	\$ 16,305.00
C05	SP 2-02	Removing Cement Conc. Pavement	SY	363	\$ 20.00	\$ 7,260.00	\$ 28.50	\$ 10,345.50	\$ 23.00	\$ 8,349.00	\$ 35.00	\$ 12,705.00
C06	SP 2-02	Removing Cement Conc. Sidewalk	SY	2,208	\$ 20.00	\$ 44,160.00	\$ 17.50	\$ 38,640.00	\$ 15.00	\$ 33,120.00	\$ 20.00	\$ 44,160.00
C07	SP 2-02	Removing Cement Conc. Curb	LF	2,700	\$ 20.00	\$ 54,000.00	\$ 8.00	\$ 21,600.00	\$ 4.00	\$ 10,800.00	\$ 10.00	\$ 27,000.00

Bid Tabulation

Project Name:		Town Center: Utility & Woonerf project										
CIP No.:		19-05 & 20-08										
Bid Opening Date:		May 19, 2022										
		Notes:		Engineer's Estimate		Bidder #1		Bidder #2		Bidder #3		
		Indicates error corrected by PW dept	\$X,XXX.XX			Active Construction, Inc.		Ceccanti, Inc.		Reed Trucking & Excavating, Inc.		
		Indicates Bidder modified Proposal	\$X,XXX.XX									
				Total	\$ 5,491,471.88	Total	\$ 7,295,294.98	Total	\$ 6,887,228.38	Total	\$ 6,541,360.63	
Bid Item	Spec	Bid Item Description	Unit	Qty	Unit Price	Amount	Unit Price (Bid 1)	Amount (Bid 1)	Unit Price (Bid 2)	Amount (Bid 2)	Unit Price (Bid 3)	Amount (Bid 3)
C08	SS 2-12	Construction Geotextile for Separation	SY	1,710	\$ 5.00	\$ 8,550.00	\$ 2.00	\$ 3,420.00	\$ 3.00	\$ 5,130.00	\$ 5.00	\$ 8,550.00
C09	SP 4-04	Crushed Surfacing Top Course	TN	1,750	\$ 40.00	\$ 70,000.00	\$ 35.00	\$ 61,250.00	\$ 34.00	\$ 59,500.00	\$ 50.00	\$ 87,500.00
C10	SP 4-04	Crushed Surfacing Base Course	TN	997	\$ 35.00	\$ 34,895.00	\$ 36.00	\$ 35,892.00	\$ 34.00	\$ 33,898.00	\$ 50.00	\$ 49,850.00
C11	SP 5-04	HMA Cl. 1/2" PG 58H-22	TN	1,280	\$ 120.00	\$ 153,600.00	\$ 143.00	\$ 183,040.00	\$ 220.00	\$ 281,600.00	\$ 200.00	\$ 256,000.00
C12	SP 5-04	HMA for Temporary Pavement Patch	TN	250	\$ 170.00	\$ 42,500.00	\$ 243.00	\$ 60,750.00	\$ 330.00	\$ 82,500.00	\$ 200.00	\$ 50,000.00
C13	SP 5-04	Planing Bituminous Pavement	SY	3,761	\$ 12.00	\$ 45,132.00	\$ 8.00	\$ 30,088.00	\$ 13.00	\$ 48,893.00	\$ 10.00	\$ 37,610.00
C14	SP 5-05	Cement Conc. Pavement	SY	1,190	\$ 130.00	\$ 154,700.00	\$ 109.50	\$ 130,305.00	\$ 107.00	\$ 127,330.00	\$ 175.00	\$ 208,250.00
C15	SP 5-05	Colored Cement Conc. Pavement	SY	201	\$ 135.00	\$ 27,135.00	\$ 138.50	\$ 27,838.50	\$ 137.00	\$ 27,537.00	\$ 190.00	\$ 38,190.00
C16	SP 5-05	Stamped and Colored Cement Conc. Pavement, 8-Inch Section	SY	1,478	\$ 140.00	\$ 206,920.00	\$ 203.00	\$ 300,034.00	\$ 202.00	\$ 298,556.00	\$ 225.00	\$ 332,550.00
C17	SP 5-05	Stamped and Colored Cement Conc. Pavement, 10-Inch Section	SY	373	\$ 170.00	\$ 63,410.00	\$ 274.00	\$ 102,202.00	\$ 276.00	\$ 102,948.00	\$ 350.00	\$ 130,550.00
C18	SP 8-01	Inlet Protection	EA	55	\$ 80.00	\$ 4,400.00	\$ 107.00	\$ 5,885.00	\$ 72.00	\$ 3,960.00	\$ 100.00	\$ 5,500.00
C19	SP 8-02	Topsoil Type A	CY	238	\$ 55.00	\$ 13,090.00	\$ 78.00	\$ 18,564.00	\$ 77.00	\$ 18,326.00	\$ 75.00	\$ 17,850.00
C20	SP 8-02	Bark Mulch	CY	2	\$ 150.00	\$ 300.00	\$ 98.00	\$ 196.00	\$ 98.00	\$ 196.00	\$ 100.00	\$ 200.00
C21	SP 8-02	Seeded Lawn Installation	SY	1,054	\$ 2.50	\$ 2,635.00	\$ 5.00	\$ 5,270.00	\$ 5.00	\$ 5,270.00	\$ 5.00	\$ 5,270.00
C22	SP 8-02	PS Abelia x Grandiflora 'Kaleidoscope' / Kaleidoscope Glossy Abelia 5 Gal.	EA	56	\$ 30.00	\$ 1,680.00	\$ 55.00	\$ 3,080.00	\$ 55.00	\$ 3,080.00	\$ 55.00	\$ 3,080.00
C23	SP 8-02	PS Bouteloua Gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama 5 Gal.	EA	60	\$ 35.00	\$ 2,100.00	\$ 54.00	\$ 3,240.00	\$ 54.00	\$ 3,240.00	\$ 55.00	\$ 3,300.00
C24	SP 8-02	PS Calamagrostis x Acutiflora 'Karl Foerster' / Karl Foerster Feather Reed Grass 5 Gal.	EA	258	\$ 25.00	\$ 6,450.00	\$ 54.00	\$ 13,932.00	\$ 54.00	\$ 13,932.00	\$ 55.00	\$ 14,190.00
C25	SP 8-02	PS Ophiopogon Japonicus / Mondo Grass 5 Gal.	EA	591	\$ 70.00	\$ 41,370.00	\$ 54.00	\$ 31,914.00	\$ 54.00	\$ 31,914.00	\$ 55.00	\$ 32,505.00
C26	SP 8-02	PS Pennisetum Alopecuroides 'Hameln' / Hameln Fountain Grass 5 Gal.	EA	131	\$ 35.00	\$ 4,585.00	\$ 54.00	\$ 7,074.00	\$ 54.00	\$ 7,074.00	\$ 55.00	\$ 7,205.00
C27	SP 8-02	PS Viburnum Davidii / David Viburnum 5 Gal.	EA	70	\$ 25.00	\$ 1,750.00	\$ 54.00	\$ 3,780.00	\$ 54.00	\$ 3,780.00	\$ 55.00	\$ 3,850.00
C28	SP 8-02	PS Zelkova Serrata 'Green Vase' / Green Vase Sawleaf Zelkova 15 Gal.	EA	10	\$ 330.00	\$ 3,300.00	\$ 935.00	\$ 9,350.00	\$ 929.00	\$ 9,290.00	\$ 1,000.00	\$ 10,000.00
C29	SP 8-04	Cement Conc. Flush Curb	LF	1,587	\$ 40.00	\$ 63,480.00	\$ 60.25	\$ 95,616.75	\$ 60.00	\$ 95,220.00	\$ 40.00	\$ 63,480.00
C30	SP 8-04	Cement Conc. Traffic Curb	LF	696	\$ 40.00	\$ 27,840.00	\$ 46.50	\$ 32,364.00	\$ 44.00	\$ 30,624.00	\$ 39.00	\$ 27,144.00
C31	SP 8-04	Cement Conc. Traffic Curb and Gutter	LF	1,234	\$ 35.00	\$ 43,190.00	\$ 52.00	\$ 64,168.00	\$ 49.00	\$ 60,466.00	\$ 38.00	\$ 46,892.00
C32	SP 8-04	Integral Curb	LF	148	\$ 40.00	\$ 5,920.00	\$ 49.00	\$ 7,252.00	\$ 50.00	\$ 7,400.00	\$ 40.00	\$ 5,920.00
C33	SS 8-04	Extruded Curb	LF	33	\$ 30.00	\$ 990.00	\$ 50.00	\$ 1,650.00	\$ 49.00	\$ 1,617.00	\$ 50.00	\$ 1,650.00
C34	SP 8-06	Commercial Cement Conc. Driveway Approach	SY	64	\$ 110.00	\$ 7,040.00	\$ 152.00	\$ 9,728.00	\$ 110.00	\$ 7,040.00	\$ 135.00	\$ 8,640.00

Bid Tabulation

Project Name:		Town Center: Utility & Woonerf project											
CIP No.:		19-05 & 20-08											
Bid Opening Date:		May 19, 2022											
		Notes:			Engineer's Estimate		Bidder #1		Bidder #2		Bidder #3		
		Indicates error corrected by PW dept	\$X,XXX.XX				Active Construction, Inc.		Ceccanti, Inc.		Reed Trucking & Excavating, Inc.		
		Indicates Bidder modified Proposal	\$X,XXX.XX										
					Total	\$ 5,491,471.88	Total	\$ 7,295,294.98	Total	\$ 6,887,228.38	Total	\$ 6,541,360.63	
Bid Item	Spec	Bid Item Description	Unit	Qty	Unit Price	Amount	Unit Price (Bid 1)	Amount (Bid 1)	Unit Price (Bid 2)	Amount (Bid 2)	Unit Price (Bid 3)	Amount (Bid 3)	
C35	SP 8-12	Remove and Restore Chain Link Fence	LF	19	\$ 50.00	\$ 950.00	\$ 132.00	\$ 2,508.00	\$ 110.00	\$ 2,090.00	\$ 100.00	\$ 1,900.00	
C36	SP 8-13	Survey Monument	EA	8	\$ 700.00	\$ 5,600.00	\$ 3,050.00	\$ 24,400.00	\$ 2,800.00	\$ 22,400.00	\$ 2,000.00	\$ 16,000.00	
C37	SS 8-14	Cement Conc. Curb Ramp Type Combination	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00	\$ 2,350.00	\$ 2,350.00	\$ 6,000.00	\$ 6,000.00	
C38	SS 8-14	Cement Conc. Curb Ramp Type Perpendicular	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,150.00	\$ 2,150.00	\$ 1,686.00	\$ 1,686.00	\$ 2,500.00	\$ 2,500.00	
C39	SS 8-14	Cement Conc. Curb Ramp Type Single Direciton	EA	19	\$ 2,500.00	\$ 47,500.00	\$ 2,150.00	\$ 40,850.00	\$ 1,686.00	\$ 32,034.00	\$ 3,300.00	\$ 62,700.00	
C40	SS 8-14	Cement Conc. Sidewalk	SY	674	\$ 75.00	\$ 50,550.00	\$ 65.50	\$ 44,147.00	\$ 64.00	\$ 43,136.00	\$ 80.00	\$ 53,920.00	
C41	SP 8-14	Colored Cement Conc. Sidewalk	SY	1,347	\$ 85.00	\$ 114,495.00	\$ 86.50	\$ 116,515.50	\$ 64.00	\$ 86,208.00	\$ 101.00	\$ 136,047.00	
C42	SP 8-14	Stamped and Colored Cement Conc. Sidewalk	SY	240	\$ 95.00	\$ 22,800.00	\$ 195.00	\$ 46,800.00	\$ 192.00	\$ 46,080.00	\$ 155.00	\$ 37,200.00	
C43	SS 8-14	Detectable Warning Surface	SF	33	\$ 50.00	\$ 1,650.00	\$ 32.00	\$ 1,056.00	\$ 33.00	\$ 1,089.00	\$ 50.00	\$ 1,650.00	
C44	SP 8-20	Illumination System, Complete	LS	1	\$ 261,000.00	\$ 261,000.00	\$ 800,000.00	\$ 800,000.00	\$ 991,152.00	\$ 991,152.00	\$ 950,000.00	\$ 950,000.00	
C45	SP 8-21	Permanent Signing	LS	1	\$ 17,500.00	\$ 17,500.00	\$ 8,175.00	\$ 8,175.00	\$ 25,400.00	\$ 25,400.00	\$ 15,000.00	\$ 15,000.00	
C46	SS 8-22	Paint Line	LF	1,045	\$ 2.00	\$ 2,090.00	\$ 1.50	\$ 1,567.50	\$ 1.00	\$ 1,045.00	\$ 2.00	\$ 2,090.00	
C47	SS 8-22	Painted Access Parking Space Symbol	EA	1	\$ 400.00	\$ 400.00	\$ 255.00	\$ 255.00	\$ 254.00	\$ 254.00	\$ 300.00	\$ 300.00	
C48	SS 8-22	Plastic Crosswalk Line	SF	4,113	\$ 10.00	\$ 41,130.00	\$ 14.50	\$ 59,638.50	\$ 15.00	\$ 61,695.00	\$ 15.00	\$ 61,695.00	
C49	SS 8-22	Plastic Railroad Crossing Symbol	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,726.00	\$ 1,726.00	\$ 1,800.00	\$ 1,800.00	
C50	SS 8-22	Plastic Stop Line	LF	112	\$ 20.00	\$ 2,240.00	\$ 21.00	\$ 2,352.00	\$ 21.00	\$ 2,352.00	\$ 25.00	\$ 2,800.00	
C51	SS 8-22	Removing Paint Line	LF	4	\$ 5.00	\$ 20.00	\$ 11.00	\$ 44.00	\$ 11.00	\$ 44.00	\$ 10.00	\$ 40.00	
C52	SS 8-22	Removing Plastic Crosswalk Line	SF	400	\$ 10.00	\$ 4,000.00	\$ 7.00	\$ 2,800.00	\$ 7.00	\$ 2,800.00	\$ 8.00	\$ 3,200.00	
C53	SS 8-23	Temporary Pavement Markings - Short Duration	LF	1,045	\$ 0.50	\$ 522.50	\$ 1.50	\$ 1,567.50	\$ 3.00	\$ 3,135.00	\$ 3.00	\$ 3,135.00	
C54	SP 8-26	Fixed Bollard	EA	102	\$ 1,000.00	\$ 102,000.00	\$ 2,150.00	\$ 219,300.00	\$ 2,000.00	\$ 204,000.00	\$ 1,200.00	\$ 122,400.00	
C55	SP 8-26	Removable Bollard	EA	23	\$ 1,500.00	\$ 34,500.00	\$ 3,400.00	\$ 78,200.00	\$ 3,220.00	\$ 74,060.00	\$ 2,000.00	\$ 46,000.00	
C56	SP 8-31	Trash Receptacle	EA	6	\$ 1,700.00	\$ 10,200.00	\$ 1,800.00	\$ 10,800.00	\$ 3,300.00	\$ 19,800.00	\$ 2,500.00	\$ 15,000.00	
C57	SP 8-31	Seat Wall	LF	190	\$ 100.00	\$ 19,000.00	\$ 1,100.00	\$ 209,000.00	\$ 250.00	\$ 47,500.00	\$ 250.00	\$ 47,500.00	
D01	SS 8-20	Conduit Pipe 4-In. Diam.	LF	3,871	\$ 35.00	\$ 135,485.00	\$ 35.50	\$ 137,420.50	\$ 21.00	\$ 81,291.00	\$ 12.00	\$ 46,452.00	
D02	SS 8-20	Conduit Pipe 6-In. Diam.	LF	917	\$ 75.00	\$ 68,775.00	\$ 36.00	\$ 33,012.00	\$ 62.00	\$ 56,854.00	\$ 22.00	\$ 20,174.00	
E01	SP 7-04	Schedule A Storm Sewer Pipe, 12 In. Diam.	LF	1,291	\$ 75.00	\$ 96,825.00	\$ 139.00	\$ 179,449.00	\$ 91.00	\$ 117,481.00	\$ 70.00	\$ 90,370.00	
E02	SP 7-04	Ductile Iron Storm Sewer Pipe, 12 In. Diam.	LF	192	\$ 150.00	\$ 28,800.00	\$ 109.00	\$ 20,928.00	\$ 133.00	\$ 25,536.00	\$ 100.00	\$ 19,200.00	
E03	SS 7-05	Adjust Catch Basin	EA	1	\$ 700.00	\$ 700.00	\$ 475.00	\$ 475.00	\$ 675.00	\$ 675.00	\$ 500.00	\$ 500.00	
E04	SS 7-05	Adjust Manhole	EA	8	\$ 800.00	\$ 6,400.00	\$ 580.00	\$ 4,640.00	\$ 720.00	\$ 5,760.00	\$ 500.00	\$ 4,000.00	
E05	SP 7-05	Catch Basin Type 1	EA	37	\$ 2,500.00	\$ 92,500.00	\$ 1,900.00	\$ 70,300.00	\$ 1,500.00	\$ 55,500.00	\$ 1,600.00	\$ 59,200.00	
E06	SP 7-05	Catch Basin Type 2, 48 In. Diam.	EA	4	\$ 5,000.00	\$ 20,000.00	\$ 4,850.00	\$ 19,400.00	\$ 4,320.00	\$ 17,280.00	\$ 3,500.00	\$ 14,000.00	
E07	SS 7-05	Shoring or Extra Excavation Class B	SF	7,307	\$ 1.00	\$ 7,307.00	\$ 0.50	\$ 3,653.50	\$ 0.10	\$ 730.70	\$ 1.00	\$ 7,307.00	

Bid Tabulation

Project Name:		Town Center: Utility & Woonerf project											
CIP No.:		19-05 & 20-08											
Bid Opening Date:		May 19, 2022											
		Notes:			Engineer's Estimate		Bidder #1		Bidder #2		Bidder #3		
		Indicates error corrected by PW dept	\$X,XXX.XX				Active Construction, Inc.		Ceccanti, Inc.		Reed Trucking & Excavating, Inc.		
		Indicates Bidder modified Proposal	\$X,XXX.XX										
					Total	\$ 5,491,471.88	Total	\$ 7,295,294.98	Total	\$ 6,887,228.38	Total	\$ 6,541,360.63	
Bid Item	Spec	Bid Item Description	Unit	Qty	Unit Price	Amount	Unit Price (Bid 1)	Amount (Bid 1)	Unit Price (Bid 2)	Amount (Bid 2)	Unit Price (Bid 3)	Amount (Bid 3)	
E08	SP 7-08	Unsuitable Pipe Foundation Excavation, Incl. Haul	CY	40	\$ 130.00	\$ 5,200.00	\$ 44.00	\$ 1,760.00	\$ 68.00	\$ 2,720.00	\$ 50.00	\$ 2,000.00	
F01	SP 7-16	Cured-In-Place Pipe 8-In. Diam.	LF	1,268	\$ 80.00	\$ 101,440.00	\$ 62.00	\$ 78,616.00	\$ 100.00	\$ 126,800.00	\$ 74.00	\$ 93,832.00	
F02	SP 7-16	Cured-In-Place Pipe 48-In. Diam.	LF	33	\$ 400.00	\$ 13,200.00	\$ 1,350.00	\$ 44,550.00	\$ 865.00	\$ 28,545.00	\$ 2,400.00	\$ 79,200.00	
F03	SP 7-16	Cured-In-Place Pipe Lateral Seal	EA	17	\$ 2,200.00	\$ 37,400.00	\$ 4,700.00	\$ 79,900.00	\$ 3,282.00	\$ 55,794.00	\$ 2,200.00	\$ 37,400.00	
F04	SP 7-19	Adjust Cleanout Lid	EA	3	\$ 500.00	\$ 1,500.00	\$ 475.00	\$ 1,425.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	
100	SS 1-04.4(1)	Minor Change	FA	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
101	SP 1-05.4	Roadway Surveying	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 17,750.00	\$ 17,750.00	\$ 17,632.00	\$ 17,632.00	\$ 17,000.00	\$ 17,000.00	
102	SP 1-05.4	ADA Features Surveying	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,970.00	\$ 7,970.00	\$ 12,000.00	\$ 12,000.00	
103	SP 1-05.18	Record Drawings (Min. Bid \$500)	LS	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 840.00	\$ 840.00	\$ 500.00	\$ 500.00	
104	SP 1-07.15	SPCC Plan	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	
105	SS 1-07.16	Property Restoration	FA	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
106	SS 1-09.7	Mobilization	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 1,000.00	\$ 1,000.00	\$ 91,100.00	\$ 91,100.00	\$ 70,000.00	\$ 70,000.00	
107	SP 1-10	Project Temporary Traffic Control	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 5,000.00	\$ 5,000.00	\$ 97,660.00	\$ 97,660.00	\$ 50,000.00	\$ 50,000.00	
108	SP 2-02	Removal of Structures and Obstructions	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 24,750.00	\$ 24,750.00	\$ 11,500.00	\$ 11,500.00	\$ 20,000.00	\$ 20,000.00	
109	SP 2-02	Removing Asphalt Conc. Pavement	SY	798	\$ 12.00	\$ 9,576.00	\$ 24.00	\$ 19,152.00	\$ 6.00	\$ 4,788.00	\$ 10.00	\$ 7,980.00	
110	SP 2-02	Removing Cement Conc. Pavement	SY	2	\$ 25.00	\$ 50.00	\$ 114.00	\$ 228.00	\$ 110.00	\$ 220.00	\$ 50.00	\$ 100.00	
111	SP 2-02	Removing Asphalt Overlaid Conc. Pavement	SY	1,177	\$ 30.00	\$ 35,310.00	\$ 30.00	\$ 35,310.00	\$ 20.00	\$ 23,540.00	\$ 15.00	\$ 17,655.00	
112	SP 2-02	Removing Cement Conc. Sidewalk	SY	466	\$ 15.00	\$ 6,990.00	\$ 17.50	\$ 8,155.00	\$ 15.00	\$ 6,990.00	\$ 20.00	\$ 9,320.00	
113	SP 2-02	Removing Cement Conc. Curb	LF	1,188	\$ 15.00	\$ 17,820.00	\$ 10.00	\$ 11,880.00	\$ 4.00	\$ 4,752.00	\$ 10.00	\$ 11,880.00	
114	SP 2-02	Utility Potholing	EA	5	\$ 750.00	\$ 3,750.00	\$ 4,900.00	\$ 24,500.00	\$ 610.00	\$ 3,050.00	\$ 500.00	\$ 2,500.00	
115	SP 2-02	Adjust Existing Utility to Grade	EA	4	\$ 900.00	\$ 3,600.00	\$ 475.00	\$ 1,900.00	\$ 620.00	\$ 2,480.00	\$ 500.00	\$ 2,000.00	
116	SS 2-03	Roadway Excavation Incl. Haul	CY	1,020	\$ 90.00	\$ 91,800.00	\$ 71.50	\$ 72,930.00	\$ 45.00	\$ 45,900.00	\$ 70.00	\$ 71,400.00	
117	SP 2-03	Unsuitable Foundation Excavation Incl. Haul	CY	55	\$ 130.00	\$ 7,150.00	\$ 43.25	\$ 2,378.75	\$ 69.00	\$ 3,795.00	\$ 50.00	\$ 2,750.00	
118	SS 2-03	Gravel Borrow Incl. Haul	TN	907	\$ 40.00	\$ 36,280.00	\$ 33.75	\$ 30,611.25	\$ 34.00	\$ 30,838.00	\$ 50.00	\$ 45,350.00	
119	SS 2-09	Shoring or Extra Excavation Class B	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,600.00	\$ 2,600.00	\$ 1,375.00	\$ 1,375.00	\$ 1,000.00	\$ 1,000.00	
120	SS 2-12	Construction Geotextile for Soil Stabilization	SY	1,830	\$ 5.00	\$ 9,150.00	\$ 2.00	\$ 3,660.00	\$ 3.00	\$ 5,490.00	\$ 3.00	\$ 5,490.00	
121	SP 4-04	Crushed Surfacing Top Course	TN	342	\$ 50.00	\$ 17,100.00	\$ 43.00	\$ 14,706.00	\$ 34.00	\$ 11,628.00	\$ 50.00	\$ 17,100.00	
122	SP 4-04	Crushed Surfacing Base Course	TN	277	\$ 45.00	\$ 12,465.00	\$ 41.50	\$ 11,495.50	\$ 34.00	\$ 9,418.00	\$ 50.00	\$ 13,850.00	
123	SP 5-04	HMA CL. 1/2 In PG 58H-22	TN	342	\$ 180.00	\$ 61,560.00	\$ 223.00	\$ 76,266.00	\$ 220.00	\$ 75,240.00	\$ 250.00	\$ 85,500.00	
124	SP 5-04	Planing Bituminous Pavement	SY	220	\$ 25.00	\$ 5,500.00	\$ 20.00	\$ 4,400.00	\$ 22.00	\$ 4,840.00	\$ 10.00	\$ 2,200.00	
125	SP 5-05	Cement Conc. Pavement	SY	278	\$ 200.00	\$ 55,600.00	\$ 150.00	\$ 41,700.00	\$ 146.00	\$ 40,588.00	\$ 175.00	\$ 48,650.00	
126	SP 7-04	Schedule A Storm Sewer Pipe 12 In. Diam.	LF	145	\$ 95.00	\$ 13,775.00	\$ 149.00	\$ 21,605.00	\$ 91.00	\$ 13,195.00	\$ 70.00	\$ 10,150.00	
127	SP 7-04	Schedule A Storm Sewer Pipe 8 In. Diam.	LF	100	\$ 75.00	\$ 7,500.00	\$ 143.00	\$ 14,300.00	\$ 89.00	\$ 8,900.00	\$ 70.00	\$ 7,000.00	
128	SP 7-04	Ductile Iron Pipe Cl 52 12 In. Diam.	LF	106	\$ 120.00	\$ 12,720.00	\$ 165.00	\$ 17,490.00	\$ 133.00	\$ 14,098.00	\$ 120.00	\$ 12,720.00	
129	SP 7-04	Ductile Iron Pipe Cl 52 8 In. Diam.	LF	12	\$ 100.00	\$ 1,200.00	\$ 135.00	\$ 1,620.00	\$ 165.00	\$ 1,980.00	\$ 200.00	\$ 2,400.00	

Bid Tabulation

Project Name:		Town Center: Utility & Woonerf project										
CIP No.:		19-05 & 20-08										
Bid Opening Date:		May 19, 2022										
		Notes:			Engineer's Estimate		Bidder #1		Bidder #2		Bidder #3	
		Indicates error corrected by PW dept	\$X,XXX.XX				Active Construction, Inc.		Ceccanti, Inc.		Reed Trucking & Excavating, Inc.	
		Indicates Bidder modified Proposal	\$X,XXX.XX									
					Total	\$ 5,491,471.88	Total	\$ 7,295,294.98	Total	\$ 6,887,228.38	Total	\$ 6,541,360.63
Bid Item	Spec	Bid Item Description	Unit	Qty	Unit Price	Amount	Unit Price (Bid 1)	Amount (Bid 1)	Unit Price (Bid 2)	Amount (Bid 2)	Unit Price (Bid 3)	Amount (Bid 3)
130	SS 7-05	Catch Basin Type 1	EA	17	\$ 1,750.00	\$ 29,750.00	\$ 1,700.00	\$ 28,900.00	\$ 1,500.00	\$ 25,500.00	\$ 1,600.00	\$ 27,200.00
131	SS 7-05	Catch Basin Type 1L	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,700.00	\$ 3,400.00	\$ 1,600.00	\$ 3,200.00	\$ 1,700.00	\$ 3,400.00
132	SS 7-05	Catch Basin Type 2 48 In. Diam	EA	4	\$ 3,500.00	\$ 14,000.00	\$ 4,050.00	\$ 16,200.00	\$ 4,321.00	\$ 17,284.00	\$ 3,500.00	\$ 14,000.00
133	SP 7-05	Install New Ergo Access Assembly, Adjust to Grade	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 1,600.00	\$ 6,400.00	\$ 1,220.00	\$ 4,880.00	\$ 1,000.00	\$ 4,000.00
134	SP 7-05	Install New Frame and Grate, Adjust to Grade	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,300.00	\$ 2,600.00	\$ 690.00	\$ 1,380.00	\$ 700.00	\$ 1,400.00
135	SP 7-08	Unsuitable Pipe Foundation Excavation Incl. Haul	CY	9	\$ 130.00	\$ 1,170.00	\$ 61.00	\$ 549.00	\$ 69.00	\$ 621.00	\$ 50.00	\$ 450.00
136	SP 8-01	Erosion and Water Pollution Control	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 23,850.00	\$ 23,850.00	\$ 1,500.00	\$ 1,500.00
137	SP 8-02	Topsoil Type A	CY	103	\$ 75.00	\$ 7,725.00	\$ 75.00	\$ 7,725.00	\$ 75.00	\$ 7,725.00	\$ 75.00	\$ 7,725.00
138	SP 8-02	Bark or Wood Chip Mulch	CY	3	\$ 100.00	\$ 300.00	\$ 95.00	\$ 285.00	\$ 96.00	\$ 288.00	\$ 100.00	\$ 300.00
139	SP 8-02	PS Prunus Laurocerasus 'Otto Luyken'/Otto Luyken English Laurel; 1 Gal. Cont.	EA	4	\$ 35.00	\$ 140.00	\$ 17.50	\$ 70.00	\$ 18.00	\$ 72.00	\$ 25.00	\$ 100.00
140	SP 8-02	PS Hypericum Calycinum/Saint John's-Wort; 1 Gal. Cont.	EA	65	\$ 25.00	\$ 1,625.00	\$ 14.00	\$ 910.00	\$ 14.00	\$ 910.00	\$ 18.00	\$ 1,170.00
141	SP 8-02	Seeded Lawn Installation	SY	807	\$ 5.00	\$ 4,035.00	\$ 5.00	\$ 4,035.00	\$ 5.00	\$ 4,035.00	\$ 5.00	\$ 4,035.00
142	SP 8-04	Cement Conc. Traffic Curb and Gutter	LF	1,247	\$ 45.00	\$ 56,115.00	\$ 52.00	\$ 64,844.00	\$ 34.00	\$ 42,398.00	\$ 38.00	\$ 47,386.00
143	SP 8-04	Cement Conc. Traffic Curb	LF	6	\$ 60.00	\$ 360.00	\$ 113.50	\$ 681.00	\$ 53.00	\$ 318.00	\$ 80.00	\$ 480.00
144	SP 8-05	Resolution of Utility Conflicts	FA	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
145	SP 8-12	Remove and Reinstall Chainlink Fence	LF	48	\$ 50.00	\$ 2,400.00	\$ 132.00	\$ 6,336.00	\$ 66.00	\$ 3,168.00	\$ 50.00	\$ 2,400.00
146	SP 8-13	Survey Monument	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,320.00	\$ 3,320.00	\$ 2,000.00	\$ 2,000.00
147	SS 8-14	Cement Conc. Sidewalk	SY	162	\$ 85.00	\$ 13,770.00	\$ 70.00	\$ 11,340.00	\$ 64.00	\$ 10,368.00	\$ 80.00	\$ 12,960.00
148	SS 8-14	Cement Conc. Curb Ramp Type Perpendicular A	EA	11	\$ 4,500.00	\$ 49,500.00	\$ 2,500.00	\$ 27,500.00	\$ 2,100.00	\$ 23,100.00	\$ 2,500.00	\$ 27,500.00
149	SS 8-14	Cement Conc. Curb Ramp Type Combination	EA	7	\$ 4,500.00	\$ 31,500.00	\$ 3,400.00	\$ 23,800.00	\$ 3,000.00	\$ 21,000.00	\$ 6,000.00	\$ 42,000.00
150	SS 8-14	Cement Conc. Curb Ramp Type Single Direction A	EA	6	\$ 4,500.00	\$ 27,000.00	\$ 3,450.00	\$ 20,700.00	\$ 3,000.00	\$ 18,000.00	\$ 3,300.00	\$ 19,800.00
151	SS 8-14	Cement Conc. Thickened Edge	LF	135	\$ 35.00	\$ 4,725.00	\$ 50.50	\$ 6,817.50	\$ 44.00	\$ 5,940.00	\$ 35.00	\$ 4,725.00
152	SP 8-21	Permanent Signing	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 500.00	\$ 500.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
153	SS 8-22	Removing Paint Lines	LF	1,645	\$ 5.00	\$ 8,225.00	\$ 1.50	\$ 2,467.50	\$ 1.00	\$ 1,645.00	\$ 4.00	\$ 6,580.00
154	SS 8-22	Removing Plastic Crosswalk Line	SY	112	\$ 10.00	\$ 1,120.00	\$ 7.00	\$ 784.00	\$ 7.00	\$ 784.00	\$ 8.00	\$ 896.00
155	SS 8-22	Paint Line	LF	7,539	\$ 2.00	\$ 15,078.00	\$ 1.00	\$ 7,539.00	\$ 1.00	\$ 7,539.00	\$ 2.00	\$ 15,078.00
156	SS 8-22	Plastic Stop Line	LF	156	\$ 10.00	\$ 1,560.00	\$ 20.00	\$ 3,120.00	\$ 21.00	\$ 3,276.00	\$ 25.00	\$ 3,900.00
157	SS 8-22	Plastic Crosswalk Line	SY	214	\$ 15.00	\$ 3,210.00	\$ 14.00	\$ 2,996.00	\$ 15.00	\$ 3,210.00	\$ 15.00	\$ 3,210.00
158	SS 8-22	Plastic Bicycle Symbol	EA	24	\$ 750.00	\$ 18,000.00	\$ 375.00	\$ 9,000.00	\$ 390.00	\$ 9,360.00	\$ 500.00	\$ 12,000.00

Bid Tabulation

Project Name:		Town Center: Utility & Woonerf project										
CIP No.:		19-05 & 20-08										
Bid Opening Date:		May 19, 2022										
		Notes:			Engineer's Estimate		Bidder #1		Bidder #2		Bidder #3	
		Indicates error corrected by PW dept	\$X,XXX.XX				Active Construction, Inc.		Ceccanti, Inc.		Reed Trucking & Excavating, Inc.	
		Indicates Bidder modified Proposal	\$X,XXX.XX									
					Total	\$ 5,491,471.88	Total	\$ 7,295,294.98	Total	\$ 6,887,228.38	Total	\$ 6,541,360.63
Bid Item	Spec	Bid Item Description	Unit	Qty	Unit Price	Amount	Unit Price (Bid 1)	Amount (Bid 1)	Unit Price (Bid 2)	Amount (Bid 2)	Unit Price (Bid 3)	Amount (Bid 3)
159	SP 8-26	Remove and Reinstall Wood Fence	LF	60	\$ 60.00	\$ 3,600.00	\$ 107.00	\$ 6,420.00	\$ 70.00	\$ 4,200.00	\$ 80.00	\$ 4,800.00
200	SS 1-04.4(1)	Minor Change	FA	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
201	SP 1-05.4	Roadway Surveying	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,600.00	\$ 4,600.00	\$ 4,781.00	\$ 4,781.00	\$ 3,000.00	\$ 3,000.00
202	SP 1-05.4	ADA Features Surveying	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 2,200.00	\$ 2,200.00	\$ 2,325.00	\$ 2,325.00	\$ 3,000.00	\$ 3,000.00
203	SP 1-05.18	Record Drawings (Min. Bid \$500)	LS	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00	\$ 500.00	\$ 500.00
204	SP 1-07.15	SPCC Plan	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00
205	SS 1-07.16	Property Restoration	FA	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
206	SS 1-09.7	Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 1,000.00	\$ 1,000.00	\$ 42,200.00	\$ 42,200.00	\$ 10,000.00	\$ 10,000.00
207	SP 1-10	Project Temporary Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 50,000.00	\$ 50,000.00	\$ 5,000.00	\$ 5,000.00
208	SP 2-02	Removal of Structures and Obstructions	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 9,238.43	\$ 9,238.43	\$ 6,000.00	\$ 6,000.00	\$ 1,000.00	\$ 1,000.00
209	SP 2-02	Removing Asphalt Conc. Pavement	SY	194	\$ 12.00	\$ 2,328.00	\$ 25.00	\$ 4,850.00	\$ 6.00	\$ 1,164.00	\$ 10.00	\$ 1,940.00
210	SP 2-02	Removing Asphalt Overlaid Conc. Pavement	SY	251	\$ 25.00	\$ 6,275.00	\$ 29.00	\$ 7,279.00	\$ 20.00	\$ 5,020.00	\$ 15.00	\$ 3,765.00
211	SP 2-02	Removing Cement Conc. Sidewalk	SY	106	\$ 15.00	\$ 1,590.00	\$ 21.00	\$ 2,226.00	\$ 22.00	\$ 2,332.00	\$ 20.00	\$ 2,120.00
212	SP 2-02	Removing Cement Conc. Curb	LF	366	\$ 15.00	\$ 5,490.00	\$ 8.00	\$ 2,928.00	\$ 4.00	\$ 1,464.00	\$ 10.00	\$ 3,660.00
213	SP 2-02	Utility Potholing	EA	5	\$ 750.00	\$ 3,750.00	\$ 600.00	\$ 3,000.00	\$ 620.00	\$ 3,100.00	\$ 500.00	\$ 2,500.00
214	SP 2-02	Adjust Existing Utility to Grade	EA	2	\$ 900.00	\$ 1,800.00	\$ 450.00	\$ 900.00	\$ 720.00	\$ 1,440.00	\$ 500.00	\$ 1,000.00
215	SS 2-03	Gravel Borrow Incl. Haul	TN	216	\$ 40.00	\$ 8,640.00	\$ 32.00	\$ 6,912.00	\$ 34.00	\$ 7,344.00	\$ 50.00	\$ 10,800.00
216	SS 2-03	Roadway Excavation Incl. Haul	CY	280	\$ 90.00	\$ 25,200.00	\$ 69.00	\$ 19,320.00	\$ 44.00	\$ 12,320.00	\$ 70.00	\$ 19,600.00
217	SP 2-03	Unsuitable Foundation Excavation Incl. Haul	CY	15	\$ 130.00	\$ 1,950.00	\$ 39.00	\$ 585.00	\$ 69.00	\$ 1,035.00	\$ 50.00	\$ 750.00
218	SS 2-09	Shoring or Extra Excavation Class B	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 220.00	\$ 220.00	\$ 686.00	\$ 686.00	\$ 1.00	\$ 1.00
219	SS 2-12	Construction Geotextile for Soil Stabilization	SY	439	\$ 5.00	\$ 2,195.00	\$ 2.00	\$ 878.00	\$ 3.00	\$ 1,317.00	\$ 3.00	\$ 1,317.00
220	SP 4-04	Crushed Surfacing Top Course	TN	71	\$ 50.00	\$ 3,550.00	\$ 45.00	\$ 3,195.00	\$ 44.00	\$ 3,124.00	\$ 50.00	\$ 3,550.00
221	SP 4-04	Crushed Surfacing Base Course	TN	61	\$ 45.00	\$ 2,745.00	\$ 49.00	\$ 2,989.00	\$ 44.00	\$ 2,684.00	\$ 50.00	\$ 3,050.00
222	SP 5-04	HMA CL. 1/2 In PG 58H-22	TN	75	\$ 180.00	\$ 13,500.00	\$ 235.00	\$ 17,625.00	\$ 225.00	\$ 16,875.00	\$ 250.00	\$ 18,750.00
223	SP 5-05	Cement Conc. Pavement	SY	8	\$ 200.00	\$ 1,600.00	\$ 245.00	\$ 1,960.00	\$ 201.00	\$ 1,608.00	\$ 175.00	\$ 1,400.00
224	SP 7-04	Solid Wall PVC Storm Sewer Pipe 12 In. Diam.	LF	163	\$ 95.00	\$ 15,485.00	\$ 99.00	\$ 16,137.00	\$ 120.00	\$ 19,560.00	\$ 70.00	\$ 11,410.00
225	SS 7-05	Catch Basin Type 1	EA	1	\$ 1,750.00	\$ 1,750.00	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00
226	SS 7-05	Catch Basin Type 1L	EA	5	\$ 2,000.00	\$ 10,000.00	\$ 1,800.00	\$ 9,000.00	\$ 1,600.00	\$ 8,000.00	\$ 1,700.00	\$ 8,500.00
227	SS 7-05	Catch Basin Type 2 48 In. Diam	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 3,900.00	\$ 7,800.00	\$ 4,320.00	\$ 8,640.00	\$ 3,500.00	\$ 7,000.00
228	SS 7-05	Install New Ergo Ring and Cover, Adjust to Grade	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00
229	SP 7-08	Unsuitable Pipe Foundation Excavation Incl. Haul	CY	4	\$ 130.00	\$ 520.00	\$ 50.00	\$ 200.00	\$ 69.00	\$ 276.00	\$ 50.00	\$ 200.00
230	SP 8-01	Erosion and Water Pollution Control	LS	1	\$ 1,200.00	\$ 1,200.00	\$ 3,800.00	\$ 3,800.00	\$ 15,000.00	\$ 15,000.00	\$ 500.00	\$ 500.00
231	SP 8-02	Topsoil Type A	CY	30	\$ 75.00	\$ 2,250.00	\$ 72.00	\$ 2,160.00	\$ 75.00	\$ 2,250.00	\$ 75.00	\$ 2,250.00

Bid Tabulation

Project Name:		Town Center: Utility & Woonerf project										
CIP No.:		19-05 & 20-08										
Bid Opening Date:		May 19, 2022										
		Notes:			Engineer's Estimate		Bidder #1		Bidder #2		Bidder #3	
		Indicates error corrected by PW dept	\$X,XXX.XX				Active Construction, Inc.		Ceccanti, Inc.		Reed Trucking & Excavating, Inc.	
		Indicates Bidder modified Proposal	\$X,XXX.XX									
					Total	\$ 5,491,471.88	Total	\$ 7,295,294.98	Total	\$ 6,887,228.38	Total	\$ 6,541,360.63
Bid Item	Spec	Bid Item Description	Unit	Qty	Unit Price	Amount	Unit Price (Bid 1)	Amount (Bid 1)	Unit Price (Bid 2)	Amount (Bid 2)	Unit Price (Bid 3)	Amount (Bid 3)
232	SP 8-02	Bark or Wood Chip Mulch	CY	1	\$ 100.00	\$ 100.00	\$ 92.00	\$ 92.00	\$ 95.00	\$ 95.00	\$ 100.00	\$ 100.00
233	SP 8-02	Seeded Lawn Installation	SY	264	\$ 5.00	\$ 1,320.00	\$ 4.50	\$ 1,188.00	\$ 5.00	\$ 1,320.00	\$ 5.00	\$ 1,320.00
234	SP 8-04	Cement Conc. Traffic Curb and Gutter	LF	375	\$ 45.00	\$ 16,875.00	\$ 56.00	\$ 21,000.00	\$ 50.00	\$ 18,750.00	\$ 38.00	\$ 14,250.00
235	SP 8-05	Resolution of Utility Conflicts	FA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
236	SS 8-14	Cement Conc. Sidewalk	SY	64	\$ 85.00	\$ 5,440.00	\$ 72.00	\$ 4,608.00	\$ 65.00	\$ 4,160.00	\$ 80.00	\$ 5,120.00
237	SS 8-14	Cement Conc. Curb Ramp Type Single Direction A	EA	4	\$ 4,500.00	\$ 18,000.00	\$ 3,400.00	\$ 13,600.00	\$ 3,015.00	\$ 12,060.00	\$ 3,300.00	\$ 13,200.00
238	SS 8-14	Cement Conc. Curb Ramp Type Combination	EA	2	\$ 4,500.00	\$ 9,000.00	\$ 3,400.00	\$ 6,800.00	\$ 3,015.00	\$ 6,030.00	\$ 6,000.00	\$ 12,000.00
239	SP 8-21	Permanent Signing	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 275.00	\$ 275.00	\$ 15,000.00	\$ 15,000.00	\$ 500.00	\$ 500.00
240	SS 8-22	Paint Line	LF	(475)	\$ 2.00	\$ (950.00)	\$ 1.50	\$ (712.50)	\$ 1.00	\$ (475.00)	\$ 2.00	\$ (950.00)
Total						\$ 5,441,567.50		\$ 7,148,626.93		\$ 6,874,933.30		\$ 6,456,047.00
					Subtotal Schedule A	\$ 787,000.00		\$ 986,526.00		\$ 787,276.00		\$ 721,000.00
				9.40%	Sales Tax	\$ 73,978.00		\$ 92,733.44		\$ 74,003.94		\$ 67,774.00
					Subtotal Schedule B	\$ 808,051.00		\$ 1,310,892.50		\$ 1,174,837.60		\$ 958,286.00
				9.40%	Sales Tax	\$ 75,956.79		\$ 123,223.90		\$ 110,434.73		\$ 90,078.88
					Subtotal Schedule C	\$ 1,994,077.50		\$ 3,171,020.00		\$ 3,182,990.00		\$ 3,218,433.00
					Subtotal Schedule D	\$ 204,260.00		\$ 170,432.50		\$ 138,145.00		\$ 66,626.00
				9.40%	Sales Tax	\$ 19,200.44		\$ 16,020.66		\$ 12,985.63		\$ 6,262.84
					Subtotal Schedule E	\$ 257,732.00		\$ 300,605.50		\$ 225,682.70		\$ 196,577.00
				9.40%	Sales Tax	\$ 24,226.81		\$ 28,256.92		\$ 21,214.17		\$ 18,478.24
					Subtotal Schedule F	\$ 153,540.00		\$ 204,491.00		\$ 212,639.00		\$ 211,932.00
				9.40%	Sales Tax	\$ 14,432.76		\$ 19,222.15		\$ 19,988.07		\$ 19,921.61
					Subtotal Schedule G	\$ 986,304.00		\$ 796,956.50		\$ 847,378.00		\$ 882,990.00
				9.40%	Sales Tax	\$ 92,712.58		\$ 74,913.91		\$ 79,653.53		\$ 83,001.06
					SUBTOTAL BASE BID	\$ 5,190,964.50		\$ 6,940,924.00		\$ 6,568,948.30		\$ 6,255,844.00
				9.40%	Total Sales Tax	\$ 300,507.38		\$ 354,370.98		\$ 318,280.08		\$ 285,516.63
					TOTAL BASE BID	\$ 5,491,471.88		\$ 7,295,294.98		\$ 6,887,228.38		\$ 6,541,360.63
					Subtotal Schedule G1	\$ 250,603.00		\$ 207,702.93		\$ 305,985.00		\$ 200,203.00
				9.40%	Sales Tax	\$ 23,556.68		\$ 19,524.08		\$ 28,762.59		\$ 18,819.08
					SUBTOTAL WITH G1 ALTERNATE	\$ 5,441,567.50		\$ 7,148,626.93		\$ 6,874,933.30		\$ 6,456,047.00
				9.40%	Total Sales Tax	\$ 324,064.06		\$ 373,895.05		\$ 347,042.67		\$ 304,335.71
					TOTAL WITH G1 ALTERNATE	\$ 5,765,631.56		\$ 7,522,521.98		\$ 7,221,975.97		\$ 6,760,382.71
			Prepared by:	Alisa O'Haver-Ayala								
			Date:	5/19/2022								

SUBJECT: 24th St Utility Relocation - Construction Management Services

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$413,263.71

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract with Scope & Fee
-

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer

SUMMARY BACKGROUND:

Since August 2015, the City of Sumner has been working on a restoration project on the White River on the left bank from river milepost 2.5 to 5.0. Through this effort it has become apparent that all of the utilities on the 24th street corridor from the BNSF railroad to the 200 feet +- of the right bank of the White river need to be relocated due to the future construction of the restoration project. The 24th St E Utility Relocation project consists of constructing a new pump station and installing approximately 1,910 linear feet of 8-inch diameter sewer force main and approximately 1,850 linear feet 16-inch potable water main using horizontal directional drilling technique to move utilities out of the way ahead of the White River Restoration project.

Akana was selected to provide Construction Management consulting services for this project through a qualification-based selection process. An hourly rate agreement with a maximum amount payable of \$413,263.71 was negotiated for the construction phase of this project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/7/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Akana in an amount not-to-exceed \$413,263.71 for the 24th St Utility Relocation project CM Services (CIP 18-03), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

AKANA

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Akana, organized under the laws of the State of Washington, located and doing business at 50-116 Ave SE, Suite 211, Bellevue, WA 98004, 206-768-8500, Jeff Faunce (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the attached scope of work/engagement letter:

See Exhibit A. (CIP 18-03 – 24th Street Utility Relocation) Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

The Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2023.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$413,263.71 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

IV. INDEPENDENT CONTRACTOR. The Parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Contract.

V. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction; provided, however, that the Consultant may retain copies of records and data for business records purposes. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

VI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the Consultant's intentionally damaging, reckless or negligent performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Contract.

VIII. INSURANCE. The Consultant shall procure and maintain for the duration of this Contract, 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 Consultant, and/or its agents, representatives, or employees.

No Limitation. The Consultant's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

Minimum Amounts of Insurance: The Consultant shall maintain the following insurance limits during the entire duration of this Contract:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work hereunder.

IX. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Contract.

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City; provided, however, the Consultant has the right, subject to confidentiality, to use the Consultant's work product for internal instructional and other purposes (including as an anonymized template for subsequent work product for the City or other clients). All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created

by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

XI. CITY'S RIGHT OF INSPECTION. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XII. PUBLIC RECORDS ACT. The City is required to comply with the Public Records Act, codified in Chapter 42.56 RCW. From time to time, the City will receive requests for public records regarding City business. When a public records request is made regarding work performed or documents created under this Contract, Consultant shall conduct a thorough search of any and all potentially responsive public records created or maintained in the course of completing this Contract, shall provide those documents to the City in a timely manner following the request for search, and shall retain all records in accordance with the retainage schedule as published by the Washington Secretary of State. Following completion of the work pursuant to this contract, Consultant shall provide to the City any and all documents prepared, created or maintained in the course of completing this contract.

XIII. WORK PERFORMED AT THE CONSULTANT'S RISK. The Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Notwithstanding, the foregoing, any claims alleging professional negligence are not subject to arbitration and shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

F. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Consultant agrees to comply with all applicable federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to the Consultant's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

I. Ratification. The parties agree to ratify and confirm any acts consistent with the authority and prior to the final approval of this contract.

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify). The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-

Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Consultant. Upon execution of this Contract, the Consultant shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

K. Debarment. The Consultant must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Consultant or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

L. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), 29 CFR 5.5 shall apply. See Exhibit C, attached, and its provisions which are incorporated as if fully set forth herein.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONSULTANT: By: _____ <i>(signature)</i> Print Name: _____ Title: _____ <i>(Title)</i> DATE: _____	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> <i>(Title)</i> DATE: _____ By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____ Approved as to Form: Attest: _____ Approved as to form: _____ City Clerk _____ City Attorney _____ DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Jeff Faunce Akana 50-116th Ave SE, Suite 211 Bellevue, WA 98004 206-768-8500 Jeff.Faunce@akana.us	NOTICES TO BE SENT TO: CITY OF SUMNER: Alisa O'Haver-Ayala, P.E., CCM City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5703 alisao@sumnerwa.gov

EXHIBIT A
SCOPE OF SERVICES
Construction Management Services
City of Sumner -24TH STREET E UTILITY RELOCATION PROJECT

Akana (CONSULTANT) will provide professional Construction Management (CM) Services for the City of Sumner (CITY). These services will include CM, contract administration, field observation, documentation, and reporting as required during the "24TH STREET E UTILITY RELOCATION PROJECT". All services will be provided in accordance with the Washington State Department of Transportation's (WSDOT) Local Agency Guidelines and Construction Manual.

Consultant will be providing Jeff Faunce, Mindy Corey, Alan Lobdell, Mike Merrigan and Tara Burnham on a Part time basis with Doug Noyes, on a full-time basis to the project to perform the duties listed below.

Project Description

The project includes construction of improvements to Construct a new pumps station (PS#14). Demolish an existing pump station, Installation of approximately 1910 linear feet of 8-inch diameter sewer force main using horizontal directional drilling technique. Installation of approximately 1850 linear feet of 16-inch diameter water force main using horizontal directional drilling technique, installing minor site grading and stormwater improvements for the pump station site, Removing miscellaneous items in conflict with the work.

Work Breakdown Structure by Tasks

100 Pre-Construction Services:

- 101 CONSULTANT will review bid documents to become familiar with the project.
- 102 CONSULTANT will take pre-construction photographs and burn them to a disc to include in hard-copy files.
- 103 CONSULTANT will conduct a site visit to become acquainted with the project site.
- 104 CONSULTANT will prepare hard-copy and electronic files for project documentation.
- 105 CONSULTANT will prepare Project Templates for:
 - A. Design Changes
 - B. Change Orders and Change Order Justifications
 - C. Case Log and Case Log Files
 - D. Pay Estimates, including Ledger
 - E. Forecasted Cost to Complete
 - F. Coordination Meeting Agendas, Minutes and Sign-In Sheets
- 106 CONSULTANT will prepare Project Logs for tracking:
 - A. Design Changes
 - B. Change Orders
 - C. Requests for Information(RFI)
 - D. Submittals
 - E. Materials on Hand (will correlate with Pay Estimates)
 - F. Employment Documentation
- 107 CONSULTANT will prepare for, and conduct, a Pre-Construction meeting. Duties will include:
 - A. Preparing an agenda draft and sending it to the CITY for review/comments.
 - B. Developing an attendees list with input from CITY.
 - C. Conducting the meeting.
 - D. Preparing Meeting Minutes, sending them to CITY for review/comments, revising them per comments and distributing them to attendees and affected stakeholders.
- 108 CONSULTANT will review the Contractor's initial Schedule against allowable Working Days. CONSULTANT will also review schedule sequencing and activity duration to check that they are reasonable. Any discrepancies, conflicts or unreasonable work durations will be brought to the attention of the Contractor and the CITY will be notified.
- 109 CONSULTANT will prepare a monthly CONSULTANT progress invoices for CITY review and payment. Under the provisions of this contract a total of (8) invoices shall be prepared and presented to the CITY.

- 200 **Construction Management Administration:**
- 201 CONSULTANT will prepare a Progress Pay Estimates for work performed by Contractor. Under the provisions of this contract up to a total (9) invoices shall be prepared. These will be completed once CONSULTANT and Contractor have reached agreement on estimate quantities.
- 202 CONSULTANT will prepare up to (35) Weekly Statement of Working Day reports.
- 203 CONSULTANT will monitor Contractor and Sub-Contractor's employment documentation for adherence to contract requirements. Monitoring will include:
- A. Maintaining Employment Documentation Log.
 - B. Collecting, reviewing and approving (or rejecting) Requests to Sublet.
 - C. Collecting Certified Payrolls to verify that they meet contract wage requirements.
 - D. Collecting Statements of Intent to pay prevailing wages.
 - E. Collecting Affidavits of Wages Paid.
- 204 CONSULTANT will review and respond to Requests for Information (RFIs) submitted by the Contractor. Responses will include technical interpretations of the drawings, specifications, and Contract Documents. The CONSULTANT will update the RFI Log as RFIs are submitted and resolved.
- 205 CONSULTANT will monitor issues that may eventually have impacts to the project budget or schedule. These issues will be documented. Information included in the Log will be:
- A. An assigned number that will be used to track each issue separately.
 - B. The date the issue became known.
 - C. A description of the issue.
 - D. An estimate of the lowest cost necessary to resolve the issue. If resolution creates an overall decrease to the budget, this amount would be negative.
 - E. An estimate of the highest cost necessary to resolve the issue.
 - F. An estimate of the issue's impact on Working Days.
 - G. A summary of project documents that relate to the issue.
 - H. Comments relating to the issue.
- 206 CONSULTANT will prepare Change Orders and will include the CITY in the process of Change Order negotiation and preparation. Items tracked using the Issue Log may eventually become Change Orders. CONSULTANT Change Order work will include:
- A. Scheduling and conducting negotiation meetings. The CONSULTANT will create and distribute meeting agendas and minutes.
 - B. Preparation of independent Engineer's Estimates.
 - C. Compilation of Change Order back-up. This will include, but is not limited to:
 - i. Engineer's Estimates
 - ii. E-mail correspondence
 - iii. Extra Work Orders from Contractor
 - iv. Design Change Documents
 - v. Meeting Minutes
 - D. Preparation of Change Order Justifications. (5 change order included in cost) Justifications will include:
 - i. A description of the change.
 - ii. An evaluation of what is required by the Contract.
 - iii. An explanation as to why a Change Order is necessary.
 - iv. Descriptions of considered alternatives to a Change Order.
 - v. The reasons for entitlement; why the work cannot be paid for under the existing contract.
 - vi. The names of those that approved the Change Order.
 - vii. An evaluation of impact to Working Days.
 - viii. Change Order back-up.
 - E. Writing the Change Orders and providing them to CITY for edits and/or concurrence.
 - F. Obtaining the necessary signatures for execution once concurrence has been given by the CITY.
 - G. Maintaining the Change Order Log.

300 Construction Services - Field: Working Days 160 contract.

CONSULTANT will provide full time Inspection consisting of a senior inspector to assist and observe day-to-day conduct of construction. This will include acting as the project hub for communications, monitoring Contractor adherence to Contract Documents and documentation of Contractor's work progress for payment. Work will include the following:

- 301 CONSULTANT will request and review the Contractor's breakdowns of lump-sum items for accuracy and payment purposes. Breakdowns will be used to evaluate construction progress of these items for pay estimates.
- 302 CONSULTANT will prepare Field Note Records that detail Contractor's completed work for inclusion in monthly Pay Estimates. Field Note Records will internally be checked for accuracy prior to being entered into Pay Estimates.
- 303 Prior to monthly Pay Estimate completion, the CONSULTANT will coordinate with each of the Contractors to reach agreement on the Pay Estimate quantities.
- 304 CONSULTANT will review the materials delivered to the project site to ensure they are the approved construction materials. This will be done by checking them against the approved Submittals and noting materials delivered on Inspector Daily Reports (IDR).
- 305 The CONSULTANT Inspector(s) will prepare up to 160 Inspector's Daily Reports. If there is more than one Inspector, each will prepare an individual report. IDRs will include:
- A. Weather information.
 - B. Contractor and Subcontractors working that date, as well as the on-site representative for each.
 - C. A work activity summary.
 - D. Bid items worked on.
 - E. Equipment and employees utilized and hours used/worked.
 - F. A diary to be used as a narrative of the day's events.
 - G. Photos.
 - H. Materials used.

- 306 CONSULTANT will take photos of construction progress and will maintain them electronically in an orderly fashion. Upon completion of the project, these photos will be burned to discs that will be included in the hard-copy files.
- 307 CONSULTANT will provide coordination with PSE for electrical service replacements, Comcast, Century Link Level 3, Zao
- 308 CONSULTANT will assist the CITY regarding Public Information by assisting the CITY with responding to project related questions from property owners and the general public.
- 309 CONSULTANT will review the Contractor's As-Built drawings. Drawings will be checked for accuracy and to determine if they reflect as-constructed conditions.

400 Materials:

Consultant shall perform a preliminary review of submittals and coordinate getting technical engineering reviews when appropriate. Materials that do not require testing will be rejected, approved or conditionally approved per the requirements of the City and the Contract provisions. Materials that require testing will be rejected, approved or conditionally approved per results of field evaluation materials testing is scheduled for this project through Krazan. The Contractor will be notified immediately of any unapproved materials or failed test results.

- 401 CONSULTANT will update the Submittal list as submittals are rejected, approved, or conditionally approved as well as when test results are obtained.
- 402 CONSULTANT will inspect materials and conduct testing in accordance with the Cities direction and reasonable field evaluation.
- 403 CONSULTANT will inspect the Concrete for adherence to Contract requirements. Test cylinders will be taken in accordance with Krazan estimates, an experienced inspector will inspect loads to verify that conformance with Mix design is met.
- 404 CONSULTANT will inspect installation of Hot Mix Asphalt for adherence to Contract requirements. Formal testing will be performed by Krazan, an experienced inspector will inspect loads to verify that conformance with Mix design is met.

DESCRIPTION	VISITS	UNITS
Soils / HMA Compaction Testing	8	48 hours
Post Installed Anchor Inspection	2	8 hours
Moisture Density (Proctor)		3 each
Grain Size Analysis		3 each
Rice Density (HMA)		1 each
Extraction/ Gradation (HMA)		1 each
Trip Charge (associated mileage)		10 each
Project Management (0.5 hrs/visit)		5 hours

500 Project Completion:

- Assist the CITY with the close-out of the project. Items of work include the following:
- 501 CONSULTANT will coordinate with the CITY, and the Contractor to resolve outstanding project issues. This includes up to (2) Project Closeout Meetings. The CONSULTANT will prepare and distribute the agendas and minutes.
- 502 CONSULTANT will prepare a Letter of Substantial Completion for issuance by the city. This letter will include punchlist items for both Physical and Final completion.
- 503 CONSULTANT will coordinate with the Contractor to obtain all outstanding project documentation.
- 504 CONSULTANT will prepare a Punch List of work items for the Contractor. This list will be created with input from the CITY. Creation of the list will include 1 initial project walkthrough and up to 2 follow-up walkthroughs to ensure Punch List work is complete. The list may still be revised after it has been issued to the Contractor.
- 505 CONSULTANT will prepare a Letter of Physical Completion for issuance by the city. This letter will denote that the Contractor's work is completed.
- 506 CONSULTANT will take photos of completed project and will maintain them electronically in an orderly fashion. Upon completion of the project, these photos will be burned to discs that will be included in the hard-copy files.
- 507 City's Engineering Firm will backdraft the As-Builts to create a Record Drawings for city records upon issuance of Physical Completion and the CONSULTANT will perform a review of the drawings for accuracy.
- 508 CONSULTANT will prepare the Final Pay Estimate and Voucher. Prior to being issued to the Contractor, drafts of these items will be routed to the CITY for review/approval.
- 509 CONSULTANT will review the project records to verify that they are complete. This will be a last check before hard-copy files are transferred to the CITY.
- 510 Attend a wrap up meeting with the CITY.

600 Operation and Maintenance manuals.

- 601 The consultant will review the contractor provided Operation and Maintenance Manual for the Pump Stations.

700 Optional Field Services:

Upon written approval from the CITY, the CONSULTANT shall provide engineering services beyond the work identified above. Services may include the addition of new tasks; additional working days added to the contract or increasing the work effort of the engineering services as directed by the CITY. Such work shall be specified in a written Supplement to this Agreement.

Optional services may include: additional work caused by extension of contract time due to Non-Working Days or schedule delays, additional project meetings, additional testing due to failing tests, additional surveying and mapping, additional geotechnical analysis, additional environmental documentation, document printing and overtime due to the contractor working weekends.

Assumptions:

- This scope and fee does not include construction support services during non-working days. A Non-Working Day is defined in the WSDOT Standard Specifications as "...unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the work shown on the critical path of the Contractor's approved schedule." If the contract amount under this agreement is exceeded, the CONSULTANT may request a supplement to cover the costs incurred from work completed on Non-Working Days.
- Construction will take no more than 160 working days.
- The Contractor will be responsible for environmental documentation requirements.
- No Overtime has been estimated.
- Assume the contractor will work 8:00 am to 5:00pm, working a 40 hour week, 8 hours a day, 1 shift.
- No office space for Consultant will be provided.
- Consultant will provide vehicle and fuel, cell phone, standard safety wear and laptop computer.
- Mileage for PPM(Jeff Faunce), PM/RE (Alan Lobdell), and CA (Mindy Corey) to assume 2½ people making 2 trips each week at 20-mile round trips for 33 weeks. The inspector's vehicle (Doug Noyes) will be billed at a flat monthly rate for the duration of the project.

Deliverables by Task:

- **100 Pre-Construction Services**
 - 102 Disc of pre-construction photographs
 - 104 Prepare hard copy and electronic file for project documentation
 - 105 Prepare Project Templates (Design Changes, Change orders, Case Logs, Pay Estimates and ledger, Forecasted cost of Completion)
 - 106 Prepare Project Logs (Design Changes, Change orders, RFI's, Submittals, Materials on Hand, Employment)
 - 107 Pre-construction meeting agenda, sign-in sheet and minutes
 - 109 (8) CONSULTANT Progress Invoices
- **200 Construction Management Administration**
 - 201 Up to (9) Pay Estimates
 - 202 Up to (35) Weekly Statement of Working Days
 - 203 Employment documentation and tracking log for Contractor and Sub-Contractors
 - 204 RFI responses and RFI Log
 - 205 Issue Log
 - 206 (5) Change Orders (CO), a CO Log and CO justifications with back-up
- **300 Construction Services – Field**
 - 301 Review of lump-sum breakdowns
 - 302 Field Note Records
 - 305 Inspector's Daily Reports
 - 306 Disc of construction progress photos

- **400 Materials**
 - None
- **500 Project Completion**
 - 501 Meeting agendas, sign-in sheets and minutes for up to (2) close-out meetings
 - 504 Final Punch List
 - 505 Prepare Letter of Physical Completion
 - 506 Disc of completed project photos
 - 507 Contractor produced As-Builts (Record Drawings)
 - 508 Final Pay Estimate and Voucher
 - 509 Hard-copies of project files
 - 510 Attend Wrap up meeting
- **600 Operations Manual**
 - 601 Pump Station #14 Owner's Manual review

Exhibit A

Akana Proposal for Constructability and Inspection Services 24 th St E Utility relocation project. (City of Sumner)	LABOR ESTIMATE									
	Project Principal	Project Manager	Sr. Const. Inspector	Const. Safety	CESCL Practitioner	Sr. Const. Engineer	Admin Asst.	Health/Safety Manager	TOTAL	LABOR
	J Faunce	A Lobdell	D Noyes	M Merrigan			M Corey	T Burnham	LABOR	COST
	\$224.13	\$149.42	\$129.40	\$149.42			\$123.02	\$112.04		
LABOR / BASE TASKS										
100 Preconstruction Services	16	16	16				50	20	118	\$16,438.80
200 Construction Management Administration	60	640					640		1340	\$187,807.71
300 Construction Services Field			1280	32					1312	\$170,407.56
400 Materials -Special Inspections									0	\$8,547.00
401 Materials -Submittal Civil Review		12					40		52	\$6,713.82
500 Project Completion		40					80		120	\$15,818.32
600 Optional Construction Management Services									0	\$0.00
Base Task Subtotal	76	708	1296	32	0	0	810	20	2942	\$405,733.21
Labor / Base Task Grand Total										\$405,733.21
		Units		Unit Price						
OTHER DIRECT COSTS										
Personal Vehicle		3300	MI	\$0.585	/MILE					\$1,930.50
1 lease vehicle		8	ea	\$700.00	month					\$5,600.00
										\$0.00
Other Direct Cost / Travel Grand Total										\$7,530.50
GRAND TOTAL										
GRAND TOTAL										\$413,263.71
200 Construction Management Reserve	68								68	\$15,240.57

EXHIBIT B
CITY OF SUMNER

CERTIFICATION OF COMPLIANCE WITH SUMNER MUNICIPAL CODE CHAPTER 3.30
"E-VERIFY"

As the person duly authorized to enter into such commitment for

AKANA

I hereby certify that the Company or Organization named herein will

(check one box below)

☐ Be in compliance with all of the requirements of City of Sumner Municipal Code Chapter 3.30 for the duration of the contract entered into between the City of Sumner and the Company or Organization.

OR

☐ Hire no employees for the term of the contract between the City and the Company or Organization.

NAME

TITLE

DATE

EXHIBIT C

APPENDIX II TO PART 200---CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City of Sumner under federal award(s) are subject to the following provisions, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the following language is hereby incorporated into the contract as if fully set forth therein:

Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the following provisions (29 CFR, Subtitle A Part 5, Subpart A, § 5.5, subsections (a)(1) – (a)(10)) shall apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City of Sumner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in

section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program

registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- (I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SUBJECT: 24th St Utility Relocation - Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$XX

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer

SUMMARY BACKGROUND:

Since August 2015, the City of Sumner has been working on a restoration project on the White River on the left bank from river milepost 2.5 to 5.0. Through this effort it has become apparent that all of the utilities on the 24th street corridor from the BNSF railroad to the 200 feet +- of the right bank of the White river need to be relocated due to the future construction of the restoration project. The 24th St E Utility Relocation project consists of constructing a new pump station and installing approximately 1,910 linear feet of 8-inch diameter sewer force main and approximately 1,850 linear feet 16-inch potable water main using horizontal directional drilling technique to move utilities out of the way ahead of the White River Restoration project.

XX (X) bids were received on June 7, 2022 for this project. The lowest responsive bid was submitted by XX with a bid amount of \$XX. With 10% contingency, the total budgeted value is \$XX. The Engineers Estimate for this project was \$3,742,727.16. The Contractor will have 160 working days to complete the project once given notice to proceed.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/7/2022
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with XX in an amount not-to-exceed \$XX for the 24th Street Utility Relocation project (CIP 18-03), substantially in a form approved by the City Attorney.

SUBJECT: Sumner Texaco Heritage Park Remediation - Consultant Services Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$104,773.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract with Scope and Fee

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer

SUMMARY BACKGROUND:

The City of Sumner owns the property at 914 Kincaid Avenue, Sumner WA known as the "Former Sumner Texaco Property". The site is on the Department of Ecology's Confirmed Contaminated Sites List under Site ID 8200. The City desires to undertake a voluntary cleanup for the subject property with the intent to obtain a No Further Action letter from the Washington State Department of Ecology.

PBS Engineering and Environmental, Inc. was selected to provide consulting services for this project through a qualification-based selection process. An hourly rate agreement with a maximum amount payable of \$104,773 was negotiated for the preliminary investigation for this project. Once investigations are complete, an option for remediation will be selected and additional consulting services will be requested under a future supplement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/7/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with PBS Engineering and Environmental, Inc, in an amount not-to-exceed \$104,773 for the Sumner Texaco Heritage Park Remediation (CIP 22-04), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

PBS ENGINEERING AND ENVIRONMENTAL INC.

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and PBS Engineering and Environmental, Inc., organized under the laws of the State of Washington, located and doing business at 214 E Galer St, Suite 300, Seattle, WA 98102-3716, 206-233-9639 (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the attached scope of work/engagement letter:

See Exhibit A. (CIP 18-03 – 24th Street Utility Relocation) Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

The Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2026.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$104,773.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

IV. INDEPENDENT CONTRACTOR. The Parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to

control and direct the performance and details of its work, the City being interested only in the results obtained under this Contract.

V. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction; provided, however, that the Consultant may retain copies of records and data for business records purposes. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

VI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the Consultant's intentionally damaging, reckless or negligent performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Contract.

VIII. INSURANCE. The Consultant shall procure and maintain for the duration of this Contract, 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 Consultant, and/or its agents, representatives, or employees.

No Limitation. The Consultant's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

Minimum Amounts of Insurance: The Consultant shall maintain the following insurance limits during the entire duration of this Contract:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work hereunder.

IX. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Contract.

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City; provided, however, the Consultant has the right, subject to confidentiality, to use the Consultant's work product for internal instructional and other purposes (including as an anonymized template for subsequent work product for the City or other clients). All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City

upon the City's request. The City's use or reuse of any of the documents, data and files created by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

XI. CITY'S RIGHT OF INSPECTION. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XII. PUBLIC RECORDS ACT. The City is required to comply with the Public Records Act, codified in Chapter 42.56 RCW. From time to time, the City will receive requests for public records regarding City business. When a public records request is made regarding work performed or documents created under this Contract, Consultant shall conduct a thorough search of any and all potentially responsive public records created or maintained in the course of completing this Contract, shall provide those documents to the City in a timely manner following the request for search, and shall retain all records in accordance with the retainage schedule as published by the Washington Secretary of State. Following completion of the work pursuant to this contract, Consultant shall provide to the City any and all documents prepared, created or maintained in the course of completing this contract.

XIII. WORK PERFORMED AT THE CONSULTANT'S RISK. The Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Notwithstanding, the foregoing, any claims alleging professional negligence are not subject to arbitration and shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

F. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Consultant agrees to comply with all applicable federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to the Consultant's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

I. Ratification. The parties agree to ratify and confirm any acts consistent with the authority and prior to the final approval of this contract.

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify).
The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-

Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Consultant. Upon execution of this Contract, the Consultant shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

K. Debarment. The Consultant must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Consultant or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

L. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), 29 CFR 5.5 shall apply. See Exhibit C, attached, and its provisions which are incorporated as if fully set forth herein.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONSULTANT: By: _____ (signature) Print Name: _____ Title: _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> (Title) DATE: _____ By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: _____ Approved as to Form: Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Melanie Young, Project Manager PBS Engineering and Environmental, Inc. 214 E Galer St, Suite 300 Seattle, WA 98102 206-766-7640 melanie.young@pbsusa.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Alisa O'Haver-Ayala, P.E., CCM, Associate Engineer City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5703 alisao@sumnerwa.gov



May 19, 2022

Alisa O'Haver-Ayala, PE, CCM
Associate City Engineer
City of Sumner
1104 Maple Street, Suite 260
Sumner, Washington 98390

alisao@sumnerwa.gov

Regarding: **Proposal for Site Characterization and Remediation Planning Services
Sumner Texaco Heritage Park Remediation
914 Kincaid Avenue, Sumner, Washington
PBS Proposal No.: PR41825**

Dear Alisa:

PBS Engineering and Environmental (PBS) is pleased to provide this cost proposal to the City of Sumner (City) to provide site characterization and remediation planning services at Reuben A. Knoblauch Heritage Park located at 914 Kincaid Avenue in Sumner, Washington (project site).

BACKGROUND

The Site was operated as a gasoline service station from approximately 1944 to 1990. In 1990 the underground storage tanks (USTs) storing fuel at the site were decommissioned by removal, and the site was later redeveloped as a municipal park. Subsurface investigation was conducted to evaluate the presence of potential contamination in 2010 and 2011. The site is currently listed on the Washington State Department of Ecology's (Ecology) Confirmed and Suspected Contaminated Sites List (CSCSL) under Facility Site ID 18295642, Cleanup Site ID 8200. The listing is due to the confirmed presence of gasoline and fuel additives in site soil and groundwater at concentrations exceeding state cleanup levels established by Ecology. While the site is subject to regulations established in Ecology's Model Toxics Control Act (MTCA), it is noted that environmental conditions at the site are also regulated by Tacoma-Pierce County Health Department (TPCHD).

The City issued a public Request for Qualifications (RFQ) in April 2022 seeking Statements of Qualifications (SOQs) from interested firms to provide environmental consulting services to the City in relation to investigation and cleanup of the site. PBS was selected by the City to provide these services and is presenting this cost proposal for site characterization and remediation planning services.

PROJECT UNDERSTANDING AND APPROACH

PBS understands that the City would like to achieve UST Site Closure from TPCHD and No Further Action (NFA) status from Ecology for the site. Investigation and cleanup of contaminated sites is often conducted in a staged approach. This proposal outlines our approach to the site characterization stage of the cleanup process based on our understanding of the site project and experience with similar projects throughout Pierce County.

Previous investigation detected contaminants of concern (COCs) including gasoline and fuel additives benzene, toluene, ethylbenzene and xylenes (BTEX) above state cleanup levels in soil and groundwater. The contamination was detected to the southwest of the gazebo area of the park, in the location of two former USTs. Gasoline was also detected above the cleanup level in soil across Cherry Avenue from the project site. Contamination was detected at depths ranging from 10 to 17 feet below ground surface (bgs). It is noted that while twelve borings were previously advanced on site, only three of them (B10-B12) were advanced to a sufficient depth to adequately characterize contamination in a given location. PBS proposes the following scope of work as an initial attempt to delineate the lateral and vertical extent of contamination as required for site closure under MTCA.

SCOPE OF WORK

PBS proposes the following scope of work for the first stage of environmental investigation and cleanup. The scope of work presented herein is intended to define the lateral and vertical extent of contamination. Completion of this scope of work will allow selection of cleanup alternatives and estimation of costs associated with those alternatives. It is understood that additional investigation, cleanup and reporting beyond that included in this proposal are likely to be required to achieve regulatory closure.

Task 1: Project Management, Regulatory Engagement and Permitting

Because contamination has been detected across Cherry Avenue from the project site, it is expected that drilling and sampling within the public right of way (ROW), and possibly on private property, will be required to delineate contamination. A Street Obstruction Permit will be required from City of Sumner Public Works to facilitate the drilling in the ROW. Additionally, site investigation and cleanup related to USTs in Pierce County will require a TPCHD UST Permit. This task includes project management time for submittal of a permit application and relevant notifications as well as payment of applicable permit fees. Drilling on private property may also be required for the investigation, specifically in the parking lot to the west of former boring B12. This task includes project management time to evaluate private property access for drilling and sample collection.

Regulatory engagement with TPCHD will be achieved via the UST Permit. Regulatory engagement with Ecology for independent cleanups is achieved via enrollment in the Voluntary Cleanup Program (VCP). Ecology will only accept VCP applications in conjunction with submittal of a report and request for opinion (RFO). As such, regulatory engagement with TPCHD will begin prior to additional site characterization activities and is included within this task. Regulatory engagement with Ecology will begin following completion of site characterization, report preparation and submittal of the report, RFO form and VCP application to Ecology. It is noted that Ecology charges fees for document review to parties enrolled in the VCP. Fees for VCP engagement are paid directly to Ecology by the client and are not included in the cost estimate presented in this proposal.

This task also includes preparation of a Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) prior to commencement of site characterization activities. The SAP/QAPP will establish methodology for site characterization activities, as well as Data Quality Objectives (DQO) for laboratory analysis. The SAP/QAPP will be developed to meet the general requirements for a SAP/QAPP by Ecology in order to remain eligible for potential brownfields grants at a later date. The SAP/QAPP will be provided to the client for comment prior to mobilization to the site. Submittal and approval of the SAP/QAPP by Ecology or TPCHD is not included in the cost or schedule presented in this proposal.

Task 2: Site Characterization

PBS proposes to advance up to 12 soil borings and install up to five groundwater monitoring wells at the site. Monitoring wells and soil borings will be advanced in separate mobilizations. This approach allows for receipt of

analytical data for samples collected from soil borings prior to installation of monitoring wells. Analytical data from soil borings will be used to inform the locations of monitoring well installation on site.

Soil borings will be advanced to a depth of 20 feet bgs. PBS will subcontract a Washington State licensed well driller to advance the borings using a direct-push drill rig. Soil cores produced from the borings will be logged for lithology and field screened for contamination in the field using a photoionization detector (PID). Two soil samples from each boring will be retained for laboratory analysis. Depth intervals for soil sample collection will be selected based on the intervals with the greatest evidence of contamination based on field screening. If no evidence of contamination is encountered in a given boring, one soil sample will be collected from a depth corresponding to the source of contamination (i.e., bottom of UST elevation, shallow soil beneath fuel dispenser) and the second soil sample will be collected at a depth immediately above the water table to assess the presence of contamination in the capillary fringe. Upon reaching total depth in a given boring, a temporary PVC well screen will be placed in the open boring for collection of a grab groundwater sample.

Soil and groundwater samples collected from soil borings will be submitted to the laboratory for the following analyses based on the former use of the site as a gasoline service station:

- Gasoline by Method NWTPH-Gx;
- Diesel and heavy oil by Method NWTPH-Dx;
- BTEX by EPA Method 8260
- Lead by EPA Method 6020

Additionally, 4 samples total will be analyzed for carcinogenic polycyclic aromatic hydrocarbons (cPAH) by EPA Method 8270. Samples for cPAH analysis will be selected based on the 4 samples with the highest diesel and/or heavy oil detections.

Following receipt and review of analytical data for soil and groundwater samples collected from soil borings, PBS will remobilize to the site for installation of three groundwater monitoring wells. Locations for monitoring wells will be selected based on 1. The area of highest detected contamination, 2. The closest downgradient location where contaminant concentrations in groundwater are presumed to be below cleanup levels, and 3. The closest upgradient location where contaminant concentrations in groundwater are presumed to be below cleanup levels. The well network will be installed in a roughly triangular configuration to allow for interpretation of groundwater flow direction and gradient. Monitoring wells will be installed using a hollow stem auger drill rig by a Washington State licensed well driller subcontracted to PBS. Wells will be completed to a total depth of 25 feet bgs with 2-inch PVC casing, flush mount completions, and screen intervals which will intersect the water table. Two soil samples will be retained for analysis from each of the three soil borings advanced for well installation. Following well installation, monitoring wells will be developed using typical surge and bail techniques. Wells will be left undisturbed for a minimum of 48 hours following development prior to sampling.

Following well installation, PBS will collect a groundwater sample from each of the three wells, as well as one duplicate sample from the well with the highest concentration of contaminants. Groundwater samples will be collected using a peristaltic pump and dedicated/disposable tubing employing low-flow micropurge techniques. Groundwater chemistry parameters will be measured in the field using a YSI brand meter and flow through cell. Parameters will be recorded during micropurging of the well, and allowed to stabilize to acceptable levels prior to sample collection. Groundwater samples will be analyzed for the same constituents listed above for soil and grab groundwater samples.

Upon completion of monitoring well installation, a PBS Washington State licensed land surveyor will survey the location and elevation of the five monitoring wells, as required by state regulations.

Task 3: Site Characterization Report

Following receipt of analytical data, PBS will prepare a site characterization report documenting the findings of subsurface investigation. The site characterization report will be drafted to meet the substantive requirements of MTCA for a Remedial Investigation (RI) report. One of the criteria to meet the requirements of an RI report is that the lateral and vertical extent of contamination be delineated in all directions. Depending on analytical results and the extent of contamination, preparation of an RI report that meets TPCHD and Ecology requirements may not be possible at this stage. Should data prove insufficient to meet the requirements of an RI, the report will be structured such that it can be easily revised into an RI report with addition of new data and updates to the conceptual site model.

Task 4: Disposal of Investigation Derived Waste

Drilling spoils and purge water from groundwater sampling will be containerized in sealed drums and left on site pending analytical results. In addition to soil samples described in Task 2, three composite soil samples and one composite wastewater sample will be collected of waste soil and water, respectively, for the purposes of waste profiling and disposal. Waste samples will be analyzed for:

- Total Petroleum Hydrocarbons (TPH) as gasoline by Method NWTPH-Gx
- TPH as diesel and heavy oil by Method NWTPH-Dx
- Benzene, toluene, ethylbenzene and xylenes (BTEX) by EPA Method 8021
- RCRA-8 metals by EPA Method 6020

Upon receipt of analytical data, PBS will work with a waste disposal vendor to profile the waste. They will then remove, transport, and dispose of the waste at an approved facility.

Task 5: Regulatory Correspondence

Upon completion of the Site Characterization Report including incorporation of any revisions requested by the City, PBS will prepare a VCP enrollment application and Request for Opinion (RFO) form for the site. The VCP application and RFO form will be submitted to Ecology along with the report, and the site will then enter the VCP. This task includes project management time for VCP enrollment, up to two 1-hour long phone calls with the client to discuss regulatory strategy, and one 1-hour technical consultation with the client and Ecology project manager, once assigned, to begin evaluation of cleanup alternatives.

Task 6: Feasibility Study

Following Ecology acceptance of an RI report, PBS will prepare a Feasibility Study (FS) Report to evaluate cleanup alternatives for site remediation. The FS will not be prepared until Ecology has issued an opinion stating that contamination at the site is fully delineated, and a technical consultation with the Ecology VCP project manager has been held. It is understood that if additional data collection beyond that included in this proposal is necessary for completion of an RI report, additional fees for data collection and RI reporting will be negotiated and the additional data collected, prior to preparation of the FS. Any budget approved for the FS task in this proposal will be held until completion and Ecology acceptance of the RI report, and preparation of the FS can begin.

COMPENSATION

PBS proposes to provide the scope of work on a not to exceed estimate, apportioned as follows:

Task 1: Project Management, Regulatory Engagement and Permitting (includes SAP/QAPP)

Principal Hydrogeologist (4 hours at \$210/hr)	\$840
Senior Engineer – Engineer VII (48 hours at \$190/hr)	\$9,120
Senior Hydrogeologist – Senior PM V (10 hours at \$180/hr)	\$1,800
Senior Hydrogeologist II (30 hours at \$160/hr)	\$4,800
Staff Scientist II (24 hours at \$100/hr)	\$2,400
Project Administrator I (2 hours at \$85/hr)	\$170
TPCHD UST Permit Fee	\$1,861
City of Sumner Street Use Permit Fees	\$540
Estimated Subtotal	\$21,531

Task 2: Site Characterization

Principal Hydrogeologist (4 hours at \$210/hr)	\$840
Senior Hydrogeologist – Sr. PM V (4 hours at \$180/hr)	\$720
Senior Hydrogeologist II (8 hours at \$160/hr)	\$1,280
Project Geologist II (72 hours at \$125/hr)	\$9,000
Survey 2-Person Crew (10 hrs at \$205/hr)	\$2,050
Land Surveyor VI (8 hrs at \$160/hr)	\$1,280
Private Utility Locator	\$300
Drilling Contractor (direct push - soil borings)	\$6,648
Drilling Contractor (hollow stem auger – monitoring wells)	\$17,962
Laboratory Analysis (52 samples for Dx, Gx, BTEX and lead, 6 for cPAHs)	\$9,940
Reimbursables (mileage, equipment, consumables)	\$1,950
Estimated Subtotal	\$51,970

Task 3: Site Characterization Report

Senior PM V (8 hours at \$180/hr)	\$1,440
Senior Hydrogeologist II (40 hours at \$160/hr)	\$6,400
Drafting – CAD/GIS Tech II (16 hours at \$110/hr)	\$1,760
Estimated Subtotal	\$9,600

Task 4: Disposal of Investigation Derived Waste (IDW)

Senior Hydrogeologist II (4 hours at \$160/hr)	\$640
Project Geologist II (6 hours at \$125/hr)	\$750
Laboratory Analysis (4 samples for Dx, Gx, BTEX, cPAHs and RCRA-8 metals)	\$1,694
Waste Disposal Vendor (up to 10 drums of non-haz waste)	\$4,400
Estimated Subtotal	\$7,484

Task 5: Regulatory Correspondence

Principal Hydrogeologist (2 hours at \$210/hr)	\$420
Senior Engineer – Engineer VII (6 hours at \$190/hr)	\$1,140

Senior Hydrogeologist (10 hours at \$160/hr)	\$1,600
Estimated Subtotal	\$3,160

Task 6: Feasibility Study

Senior Engineer-Engineer VII (12 hours at \$190/hr)	\$2,160
Engineering Staff III (24 hours at \$142/hr)	\$3,408
Senior Hydrogeologist - Sr. PM V (12 hours at \$180/hr)	\$2,280
Senior Hydrogeologist II (12 hours at \$160/hr)	\$1,920
Drafting – CAD/GIS Tech II (12 hours at \$110/hr)	\$1,260
Estimated Subtotal	\$11,028

Estimated Total **\$104,773**

Costs for this project will be based on actual accrued time and expenses. PBS will not exceed cost limits stated in the proposal without client authorization. You will be notified of any conditions that would require an increase in the services and/or associated costs. Additional project management services would be charged at the hourly rate of \$180.

ASSUMPTIONS

- UST Permits from TPCHD are only valid for one year. This proposal presents costs to apply for and pay applicable fees for one permit. Should work extend beyond one year from the date of UST Permit issuance, a new permit will need to be obtained for an additional fee.
- Costs for disposal of IDW are for up to ten 55-gallon drums of non-hazardous, Washington State non-dangerous waste. Should waste soil or water be profiled as hazardous waste, or number of drums exceed ten, additional costs for waste disposal will be incurred.
- An RI report can only be prepared if sufficient data is acquired during site characterization. This scope of work aims to collect sufficient data to meet the requirements of an RI based on currently understood site conditions. It however remains possible additional data will be necessary to satisfy the requirements of an RI. In the event additional data collection beyond that presented in this proposal is required, PBS will provide a change order for additional data collection and wait to prepare the report until additional data is received, or prepare a Site Characterization Report that does not satisfy the requirements of an RI, depending on client preference.
- The FS report will not be prepared until the RI report has been completed and approved by Ecology. In the event that additional data collection or investigation beyond that included in this proposal is required, funds approved in the FS task will be held pending completion of an RI, and applied to preparation of the FS once appropriate.
- PBS endeavors to avoid damage to subsurface utilities during drilling and site work by filing a public one call 'call before you dig' ticket, and subcontracting a private utility locator to mark subsurface utilities on the site. Damage to subsurface utilities due to subsurface investigation and site work are ultimately the liability of the client. PBS can conduct non-destructive digging methods (i.e., air knife) at the request of the client for an additional fee.
- The scope of work presented in this proposal includes one groundwater monitoring event following well installation. Costs for additional groundwater monitoring events will be provided in future proposals.

SCHEDULE

PBS can begin preparation of the SAP/QAPP as well as relevant permit applications, as soon as notice to proceed (NTP) is received to implement the scope of work presented in this proposal. It is estimated that permits could be obtained within 4 weeks of NTP and that a drilling contractor could be scheduled within 4-6 weeks of NTP. Completion of the work may also require an access agreement with a private property owner(s). Timeline for private property access is not known at this time. Should private property access become a delay, the scope of work will be implemented on City property only.

Analytical results are expected from the laboratory within 2 weeks of sampling. As such, the well installation event can be scheduled for 3 weeks after completion of the temporary soil borings and submittal of samples to the laboratory. Wells will need to be undisturbed for 48 hours following development prior to sampling. Based on the proposed sequence of SAP/QAPP and permit application preparation, advancement of temporary soil borings and associated laboratory analysis, installation of monitoring wells in a second mobilization, and laboratory analysis of groundwater samples collected from wells, it is anticipated that all laboratory data will be received within 10 weeks of NTP. A site characterization or RI report can be prepared within 3 weeks of receipt of analytical data, or within 13 weeks of NTP.

Following enrollment of the site in the VCP, Ecology aims to provide an opinion letter in response to the RFO within 90 days of receipt of report. As such, technical consultation with Ecology and preparation of a feasibility study is tentatively scheduled for December 2022. It is understood that interim remedial action, if deemed warranted, can be implemented prior to preparation of a feasibility study.

APPROVAL

Please indicate acceptance of this Agreement by returning a signed copy of this Agreement or a purchase order incorporating the terms and conditions of this Agreement.

PBS appreciates this opportunity to submit our proposal and looks forward to working with you on this important project. Please feel free to contact Melanie Young at 206.760.7640 or melanie.young@pbsusa.com with any questions or comments.

Sincerely,
PBS Engineering and Environmental Inc.

James Welles, LHG
Senior Hydrogeologist

Melanie Young, PE
Project Manager

Attachments: PBS 2022 Hourly Rate Schedule
PBS General Terms and Conditions for Professional Services (Rev. 10/2018)

Signature of Authorized Representative

Name (Please Print)

Title

Date

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENGINEERING/SURVEYING

Engineering Technician	100.00	Design Technician IV	135.00	Landscape/Planning I	90.00
Engineering Staff I	120.00	Engineering Geologist I	135.00	Landscape/Planning II	100.00
Engineering Staff II	130.00	Engineering Geologist II	155.00	Landscape/Planning III	110.00
Engineering Staff III	142.00	Survey I	95.00	Landscape/Planning IV	125.00
Engineer IV	152.00	Survey II	115.00	Landscape/Planning V	140.00
Engineer V	163.00	Survey III	120.00	Landscape/Planning VI	160.00
Engineer VI	175.00	Survey IV	130.00	Landscape/Planning VII	180.00
Engineer VII	190.00	Survey V	145.00	Construction Inspector I	100.00
Engineer VIII	205.00	Survey VI	160.00	Construction Inspector II	110.00
Principal Engineer	240.00	Survey VII	180.00	Construction Inspector III	125.00
Design Technician I	110.00	Survey 1-Person Crew	150.00	Construction Inspector IV	135.00
Design Technician II	120.00	Survey 2-Person Crew	205.00	Construction Inspector V	145.00
Design Technician III	125.00	Unmanned Aerial Sys Operator	150.00	Construction Inspector VI	160.00

ENVIRONMENTAL

Field Technician I	80.00	Principal Scientist/Planner	210.00	Sr. Geologist/Hydrogeologist I	140.00
Field Technician II	95.00	Staff Env./Regulatory Specialist	100.00	Sr. Geologist/Hydrogeologist II	160.00
Field Scientist/Planner	85.00	Project Env./Regulatory Specialist	125.00	Sr. Geologist/Hydrogeologist III	180.00
Staff Scientist/Planner I	90.00	Sr. Env./Regulatory Specialist	150.00	Prin. Geologist/Hydrogeologist	210.00
Staff Scientist/Planner II	100.00	Project Env. Compliance Monitor	125.00	Project Manager (Env)	125.00
Project Scientist/Planner I	115.00	Sr. Env. Compliance Monitor	130.00	Sr. Project Manager I	135.00
Project Scientist/Planner II	120.00	Staff Geologist I	90.00	Sr. Project Manager II	145.00
Project Scientist/Planner III	130.00	Staff Geologist II	100.00	Sr. Project Manager III	160.00
Sr. Scientist/Planner I	155.00	Project Geologist/Hydrogeologist I	110.00	Sr. Project Manager IV	170.00
Sr. Scientist/Planner II	165.00	Project Geologist/Hydrogeologist II	125.00	Sr. Project Manager V	180.00

INDUSTRIAL HYGIENE

Industrial Hygienist/Monitor	85.00	Sr. Industrial Hygienist II	155.00
Industrial Hygienist/AHERA Inspector I	95.00	Trainer/Safety Specialist	125.00
Industrial Hygienist/AHERA Inspector II	110.00	Project Designer/Planner	115.00
Certified Industrial Hygienist I	135.00	Project Manager (IH)	125.00
Certified Industrial Hygienist II	170.00	Sr. Project Manager (IH)	145.00
Sr. Industrial Hygienist I	145.00	Principal – Industrial Hygiene	205.00

TECHNICAL SUPPORT STAFF

Administration I	85.00	CAD/MicroStation Tech II	110.00	Public Involvement I	90.00
Administration II	95.00	CAD Manager	135.00	Public Involvement II	105.00
Administration III	105.00	Writer/Editor I	105.00	Public Involvement III	120.00
Project Administrator I	90.00	Writer/Editor II	120.00	Public Involvement IV	140.00
Project Administrator II	100.00	Graphic Artist	110.00	Public Involvement Manager	160.00
Project Administrator III	110.00	IT/Database Management	120.00		
Project Administrator IV	120.00	GIS Analyst	130.00		
CAD/MicroStation Tech I	100.00	Grant Writer	140.00		

*Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.*



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These General Terms and Conditions for Professional Services ("Terms and Conditions") are attached to and made part of the letter proposal and scope of work (collectively, the "SOW") from PBS Engineering and Environmental Inc. ("PBS") to Client (as defined in the letter proposal). The Terms and Conditions and the SOW (collectively, the "Agreement") represent the entire and integrated agreement between Client and PBS. This Agreement supersedes all prior negotiations, representations, or agreements, written or oral. If there are any inconsistencies between the SOW and the Terms and Conditions, the SOW shall control. Any services outside the SOW will be considered an "extra" and billed directly to the Client, outside of the contract amount, on a "Time and Materials" basis in accordance with PBS's currently established bill rates and these Terms and Conditions.

The Agreement memorializes the contractual obligations of PBS and Client with respect to PBS' delivery of professional consulting services to Client as an engineer, consultant, or owner representative.

- 1. PROFESSIONAL LIABILITY AND STANDARD OF CARE:** PBS will perform the professional services described in the SOW in accordance with the standard of care and skill ordinarily recognized under similar circumstances by members of its profession in the state and region at the time the services are performed. PBS makes no other warranty, express or implied, in connection with its performance of its professional services. If PBS' services under this Agreement do not include observation or review of contractor performance during construction phase, PBS services are deemed complete on the date the design is completed or if applicable, the date when the approving authority approves the design. Client assumes all responsibility for the application and interpretation of the construction phase review of design.
- 2. TERM AND TERMINATION:** This Agreement will remain in full force and effect until all work described in the SOW has been completed and Client has paid for the work in full. Client may terminate this Agreement at any time and for any reason by providing written notice to PBS of its decision to terminate. Client is responsible for payment of all fees for any work performed by PBS through the date and time PBS receives the written termination notice. The amount of fees owed will be established by the SOW and PBS' then current rate schedule. PBS may elect to suspend or terminate this Agreement for nonpayment of its fees. If PBS elects to suspend services, PBS will give Client seven days' written notice to cure the nonpayment before suspending services. In the event of a suspension of services, PBS shall have no liability to Client because of the suspension and Client shall indemnify, defend, and hold PBS harmless from and against any claims arising out of or in any way related to such suspension. If Client fails to cure a nonpayment after a suspension that lasts thirty (30) days, PBS may terminate this Agreement and recover its fees as provided in this Agreement and by law.
- 3. INDEPENDENT CONTRACTOR:** Client has retained PBS, including its subconsultants and subcontractors, to perform the services and to prepare any deliverables described in the SOW as an independent contractor. Accordingly, PBS is not responsible for the following: (a) the health and safety of Client's personnel or other persons present on the Property (as defined in paragraph 8 below) at the time PBS performs its field services; (b) the overall status of Client's project; (c) any damage to any real or personal property of Client unless it results from an intentional or negligent act of PBS; (d) the interpretation of any PBS report, design drawings, or results by others; (e) any use of PBS reports, design drawings, or results by Client or others except as specifically set forth herein; or (f) any other matter not encompassed in the SOW.
- 4. INSURANCE AND LIMITATION OF PBS' LIABILITY:** PBS carries the following insurance: Worker's Compensation and/or Employer's Liability as required by law; Commercial General Liability (\$1,000,000 per occurrence/\$2,000,000 aggregate); Employer's Liability (\$1,000,000); Business Automobile Liability (\$1,000,000); and Professional Liability (\$1,000,000), including pollution liability coverage. PBS makes no representations or warranties concerning the effect, applicability, or scope of such insurance. Client acknowledges and agrees that PBS' maximum liability to Client for any breach of this Agreement or for any PBS act or omission affecting client, including negligence, shall not exceed the policy limits for any policy of insurance that applies to the breach, act, or omission. Under no circumstances shall PBS be liable to Client for any indirect, incidental, special, punitive, or consequential damages, including any loss of use, profit or revenue.
- 5. RATE SCHEDULE:** Fees for services are based on the number of hours spent working on Client's project by PBS personnel, including travel, plus all reimbursable expenses. PBS hourly rates will be billed as stated in the SOW or at its current hourly rates as applicable (current rates are available upon request). Invoices will include sales tax when required.
- 6. REIMBURSABLE EXPENSES:**
 - A. Outside Services.** Services performed by any subconsultants or subcontractors will be invoiced at cost plus 15 percent (15%). Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial data base search providers, and computer programming. Remediation, Abatement, General Construction and Software services will be invoiced as quoted.
 - B. Supplies and Equipment.** Charges for items not ordinarily furnished by PBS such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and deposits will be invoiced at cost plus 10 percent (10%). Certain PBS-owned equipment (for sampling, testing, personal protective equipment, surveying, mapping, vehicle mileage, photocopying, etc.) may be required to complete Client's project. These will be invoiced at PBS standard rates without markup (rates available upon request).
 - C. Laboratory.** PBS utilizes both in-house and outside laboratories for sample analysis. PBS maintains a list of standard rates for sample analyses commonly utilized in conjunction with PBS services (available upon request).
- 7. PAYMENTS TO PBS AND LIEN RIGHTS:** Invoices for services performed will be submitted periodically, but no more frequently than monthly. Invoices will describe the work PBS has performed and hours worked, reimbursable expenses incurred, and the total amount due to PBS in accordance with this Agreement. All invoices are due net thirty (30) days and an account will become delinquent 30 days after the invoice date. Delinquent accounts shall bear interest at the rate of eighteen percent (18%) per annum; provided, however, that if 18% per annum exceeds the maximum rate allowable by law, the maximum rate allowable by law will apply instead. If Client contests an invoice, Client may withhold only that portion contested and must pay the undisputed portion. Client acknowledges and agrees that if PBS may assert a lien against Client's project to secure payment for its services to the extent permitted by law.

- 8. RIGHT OF ENTRY:** Unless otherwise agreed in writing, Client will furnish PBS with a legal right-of-entry to any real property PBS is required to access in order to perform its services (the "Property") and that Client will be responsible for securing appropriate conditions concerning the time, place, and manner of PBS' entry upon the Property to perform its services. PBS will take reasonable precautions to minimize damage to the Property in the performance of its services. Restoration of the Property to its approximate condition prior to performance of PBS' services is not provided unless it is expressly included in the SOW. If the Client desires PBS to restore the Property to its approximate former condition, PBS will accomplish this and add the cost plus 15 percent (15%) to its fee.
- 9. BURIED UTILITIES:** PBS field personnel are trained in the public utility notification process and the risk of subsurface work encountering buried utilities. PBS personnel will avoid observable hazards or utilities at the Property and will take reasonable precautions to avoid damage to subsurface structures and utilities. PBS is not responsible for damage or loss due to undisclosed or unknown surface or subsurface conditions. Client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days' advance notice.
- 10. RETENTION OF RECORDS AND SAMPLES:** Client may make and retain copies of documents provided to Client for reference with the understanding that such documents may not be relied upon unless signed by PBS or its consultants. PBS has a Records Retention policy (available upon request), and pursuant thereto, client acknowledges that PBS has the right to destroy copies of documents without seeking further approval from Client. Samples retained by PBS and not subject to the recipient laboratory retention policy will be discarded 30 days after submission of PBS' final report unless other arrangements are made.
- 11. EMPLOYEE AND SERVICES SOLICITATION:** Client agrees not to solicit or tender any employment offer of/to any PBS employee, or consulting services offer to any PBS subcontractor assigned to perform work for Client under this Agreement within six (6) months of completion of their part of the work without PBS' prior written approval. Client agrees that any breach of this provision resulting in the Client hiring any PBS employee for employment or any PBS subcontractor for consulting services will cause damage to PBS and obligate the Client to reimburse PBS for recruitment and service fees incurred in connection with the breach upon demand by PBS.
- 12. OWNERSHIP OF INTELLECTUAL PROPERTY:** All concepts, plans, drawings, specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, documents, and processes produced by PBS pursuant to this Agreement, including all copyright and other intellectual property therein (collectively, the "Instruments of Service"), are and shall at all times remain PBS' property. Any Client use of any Instruments of Service is permitted only if authorized by a written agreement executed by PBS and Client. Any unauthorized use or distribution of any Instruments of Service is a violation of this Agreement, will cause damage to PBS, and shall be at Client and recipient's sole risk. Accordingly, Client agrees to indemnify, defend, and hold PBS, its officers and employees, and its subconsultants and subcontractors harmless from and against any and all claims, damages, costs, losses, and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, proceedings in bankruptcy, or appeals, arising out of or in any way related to Client's unauthorized use, sale, or delivery to any third party of any Instrument of Service.
- 13. TIME FOR COMPLETION:** If, through no fault of PBS, the schedule to provide our services is changed, then the time for completion of PBS' services, and the rates and amounts of PBS' compensation shall be adjusted equitably via contract amendment. PBS shall not be responsible for delays in completing its services that cannot be reasonably foreseen at the time of entering into this agreement, or for delays caused by factors beyond PBS's control.
- 14. MISCELLANEOUS:** Neither party shall hold the other responsible for delay in performance caused by Acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Any waiver of any provision, term, or condition, in this Agreement must be in writing and any such waiver will not be construed as a waiver of any subsequent breach of the same provision, term, or condition.

PBS may rely upon the accuracy and completeness of all information furnished by Client and may use such information in performing or furnishing services under this Agreement.

An opinion of construction, remediation, and restoration costs prepared by PBS represents its judgment as a professional. PBS has no control over the cost of labor and material, or over competitive bidding or market conditions.

If the SOW includes the investigation, remediation, or disposal of solid or hazardous wastes or substances, then the following terms shall apply: (a) PBS will assist Client with its legal obligation to make a hazardous waste determination and then act as an arranger with respect to solid and hazardous waste management only. Client acknowledges its full and sole responsibility to otherwise manage its solid and hazardous wastes and its ultimate liability for final disposal of all the solid and hazardous wastes it generates; (b) Should any release of hazardous substances or any other matter requiring notification to governmental authorities arise while PBS performs the services under this Agreement, Client acknowledges its responsibility to make such notification and agrees to do as required by applicable law; and, (c) Client agrees that PBS and its subconsultants and subcontractors are not responsible for any known or unknown pre-existing hazardous substance condition(s) PBS is being asked to investigate at the Property (collectively, "pre-existing conditions"). Accordingly, Client agrees to defend, indemnify, and hold PBS and its subconsultants and subcontractors harmless from liability for injury to person or property or loss arising from any pre-existing conditions, the unintentional exacerbation of any pre-existing conditions by PBS, and the exacerbation of pre-existing conditions by any third parties.

PBS does not provide legal opinions or advice. Client should consult with an attorney for advice on any legal issues related to this Agreement including efforts to minimize legal liability, the reportability of a condition to a public agency, potential cost recovery from responsible parties, and the possibility of protecting PBS' services under the attorney-client and attorney work product privileges.

In the event there is a dispute between PBS and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and costs in mediation, arbitration, trial, any proceeding in bankruptcy, and in any appeal or review. In addition, Client agrees to pay PBS for all employee time, costs, and witness costs incurred for collection activity. All disputes between Client and PBS shall be settled by arbitration in accordance with the rules of JAMS Mediators and Arbitrators.

EXHIBIT B
CITY OF SUMNER

CERTIFICATION OF COMPLIANCE WITH SUMNER MUNICIPAL CODE CHAPTER 3.30
"E-VERIFY"

As the person duly authorized to enter into such commitment for

PBS Engineering and Environmental, Inc.

I hereby certify that the Company or Organization named herein will

(check one box below)

☐ Be in compliance with all of the requirements of City of Sumner Municipal Code Chapter 3.30 for the duration of the contract entered into between the City of Sumner and the Company or Organization.

OR

☐ Hire no employees for the term of the contract between the City and the Company or Organization.

NAME

TITLE

DATE

EXHIBIT C

APPENDIX II TO PART 200---CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City of Sumner under federal award(s) are subject to the following provisions, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the following language is hereby incorporated into the contract as if fully set forth therein:

Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), the following provisions (29 CFR, Subtitle A Part 5, Subpart A, § 5.5, subsections (a)(1) – (a)(10)) shall apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City of Sumner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in

section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program

registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- (I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SUBJECT: Salmon Creek Cutover - Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: XXXXX

Within Budget Allocation: Yes

ATTACHMENTS:

STAFF CONTACT: Michael Kosa, City Engineer

SUMMARY BACKGROUND:

The City of Sumner has budgeted funds to realign Salmon Creek to a new channel alignment between 64th Street E and 60th Street E. Salmon Creek currently flows through a roadside ditch along the west side of Sumner-Tapps Highway. In 2019, a new Salmon Creek alignment was constructed in conjunction with a regional stormwater pond project, but Salmon Creek remained in its existing alignment as vegetation was established in the new channel. The project redirects stream flow to the previously constructed channel.

X bids were received on June 6th, 2022 for this project. The lowest responsive bid was submitted by XXXXX, with a bid amount of \$XXXXXX. With 10% contingency, the total budgeted value is \$XXXXXXXX. The Engineers Estimate for this project was \$XXXXXX. The Contractor will have 25 working days to complete the project once given notice to proceed.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/7/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with , in an amount not-to-exceed \$XXX for the East Sumner Neighborhood Salmon Creek Channel Realignment (CIP 21-08), substantially in a form approved by the City Attorney.

SUBJECT: Purchase and Sale Agreement: Partial Acquisition of 1313 Main St (Day and Night Grocery) For Main and Wood Project

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$62,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Warranty Deed

STAFF CONTACT: Michael Kosa, City Engineer

SUMMARY BACKGROUND:

The Main Street and Wood Avenue Intersection Improvements project consists of replacing the existing traffic signal with equipment meeting current standards, replacing the failing concrete roadway panels with new asphalt surface, completing curb ramp and sidewalk upgrades to meet current standards, and reconfiguring existing parking on the SW and SE corners to reduce pedestrian conflicts.

To complete the project, the City needs to acquire a portion of four properties at the intersection. One property at the northwest corner of the intersection is being used as a NAPA Auto Parts store. The project will acquire a small triangle-shaped acquisition at the corner to provide room for adequate sidewalks and signal poles. The existing private sign at the corner will be relocated. Other property acquisitions will be forthcoming as agreements are negotiated and finalized.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/7/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the partial acquisition and temporary construction easements of 1313 Main Street for a total amount of \$62,000 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.

After recording return document to:

City of Sumner
Public Works Department
1104 Maple Street, Ste. 260
Sumner, WA 98390-1423

Document Title: Warranty Deed

Reference Number of Related Document:

Grantors: Sung H. Han and Gill J. Jeong

Grantee: City of Sumner

Legal Description: Lots 39, 40, and 41, Block A of Sumner V. 1, P. 68, Pierce Co.

Additional Legal Description is on Page 4 and 5 of Document.

Assessor's Tax Parcel Number: 7985000371

WARRANTY DEED

Main and Wood Intersection Improvements

The Grantors, Sung H. Han and Gill J. Jeong, husband and wife, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the **City of Sumner, a Washington Municipal Corporation**, Grantee, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions
See Exhibits A and B attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the **City of Sumner** unless and until accepted and approved hereon in writing for the **City of Sumner**, by its authorized agent.

WARRANTY DEED

The Grantor hereby requests the Assessor-Treasurer of said County to set over the remainder of the lien of all unpaid taxes, if any, affecting the real property hereby conveyed, as provided by RCW 84.60.070.

Date: 5/24/22, 2022



Sung H. Han



Gill J. Jeong

Accepted by the City of Sumner:

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Printed Name: _____

Title: City Attorney

Date: _____

WARRANTY DEED

STATE OF WASHINGTON)
: SS
County of Pierce)

On this 24 day of May, 2022, before me personally appeared Sung H. Han and Gill J. Jeong, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Melinda Burkhardt
Notary Public in and for the State of
Washington, residing at East Wenatchee
My commission expires 11.12.2022

WARRANTY DEED

EXHIBIT "A"

LEGAL DESCRIPTION

RIGHT-OF-WAY ACQUISITION

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 39, 40 AND 41, BLOCK "A" OF SUMNER, ACCORDING TO THE PLAT
RECORDED IN BOOK 1 OF PLATS AT PAGE 68, IN THE CITY OF SUMNER, PIERCE
COUNTY, WASHINGTON.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY MONUMENT AT THE INTERSECTION OF MAIN
STREET AND WOOD AVENUE, BEING A "X" IN A 2" BRASS DISC;

THENCE NORTH 00°41'09" EAST, ALONG THE MONUMENTED CENTERLINE OF SAID
WOOD AVENUE, 44.15 FEET;

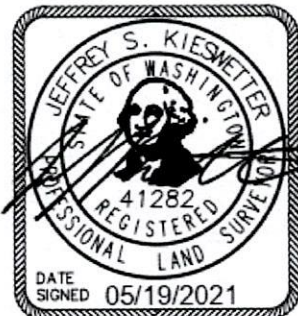
THENCE NORTH 89°18'51" WEST, 30.00 FEET TO THE WEST RIGHT-OF-WAY
MARGIN OF SAID WOOD AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°41'09" WEST, ALONG SAID WEST MARGIN, 14.00 FEET TO THE
NORTH RIGHT-OF-WAY MARGIN OF SAID MAIN STREET;

THENCE NORTH 89°01'51" WEST, ALONG SAID NORTH MARGIN, 14.00 FEET;

THENCE NORTH 45°49'39" EAST, 19.75 FEET MORE OR LESS TO THE TRUE POINT
OF BEGINNING.

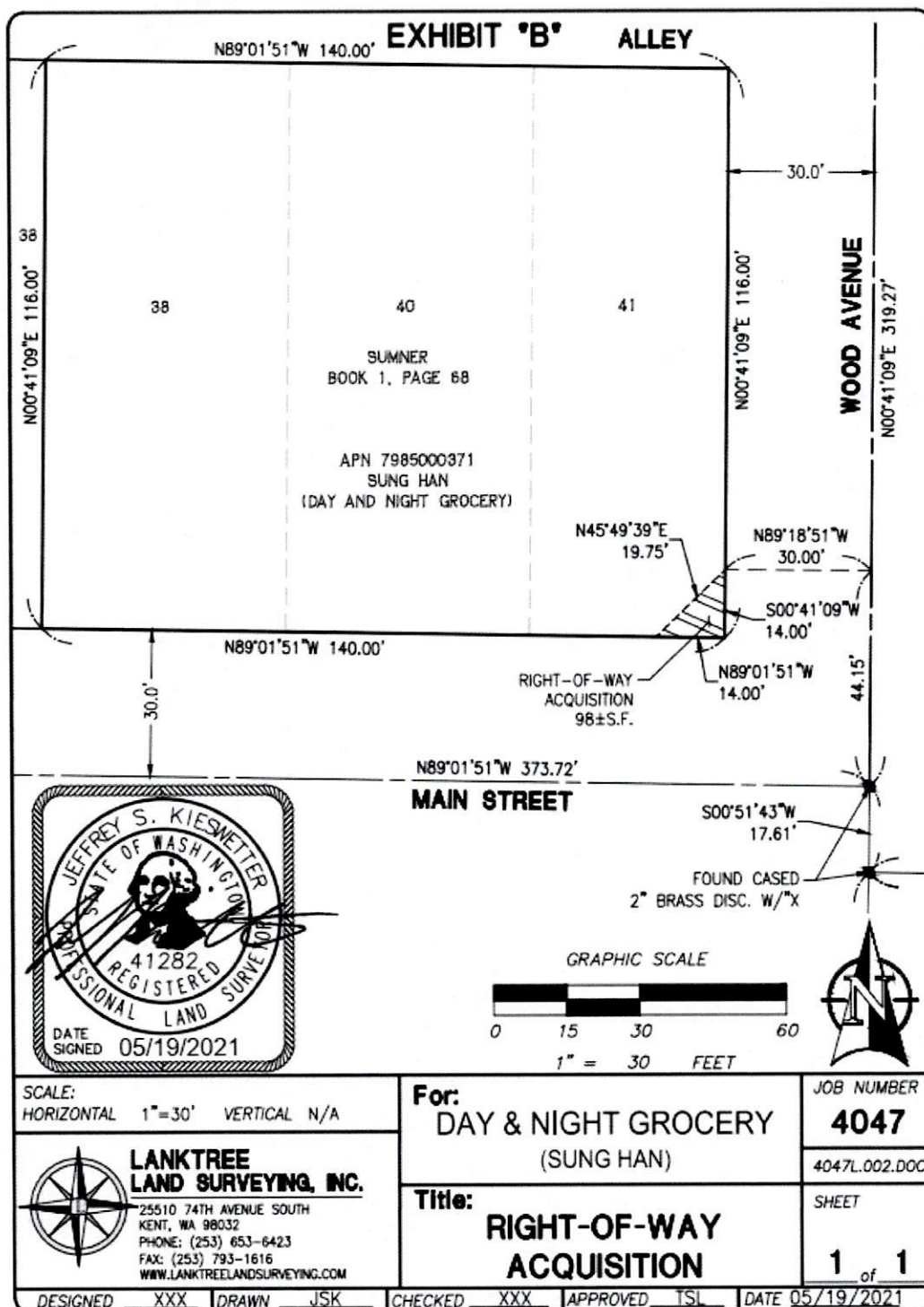
CONTAINING 98± SQUARE FEET



Grantor's Initials

Sn
Gj

WARRANTY DEED



Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after April 1, 2022..

This affidavit will not be accepted unless all areas on all pages are fully and accurately completed.
This form is your receipt when stamped by cashier. Please type or print.

☐ Check box if partial sale, indicate % _____ sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Sung H. Han and Gill J. Jeong

Mailing address 1313 Main Street

City/state/zip Sumner, WA 98390

Phone (including area code) _____

2 Buyer/Grantee

Name City of Sumner

Public Works Department

Mailing address 1104 Maple Street, Ste. 260

City/state/zip Sumner, WA 98390

Phone (including area code) _____

3 Send all property tax correspondence to: ☐ Same as Buyer/Grantee

Name _____

Mailing address _____

City/state/zip _____

List all real and personal property tax parcel account numbers

7985000371

Personal property?

☐

Assessed value(s)

\$ 753,700.00

☐

\$ 0.00

☐

\$ 0.00

4 Street address of property 1313 Main Street

This property is located in Sumner

(for unincorporated locations please select your county)

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

See attached

5 54 - Retail trade - food

Enter any additional codes _____

(see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? ☐ Yes ☒ No

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions) ☐ Yes ☒ No

6 Is this property designated as forest land per RCW 84.33? ☐ Yes ☒ No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? ☐ Yes ☒ No

Is this property receiving special valuation as historical property per RCW 84.26? ☐ Yes ☒ No

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: ☐ does ☐ does not qualify for continuance.

Deputy assessor signature _____

Date _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature _____

Signature _____

Print name _____

Print name _____

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent _____

Name (print) SUNGHO HAN

Date & city of signing 5/24/2022 Federal Way

Signature of grantee or agent _____

Name (print) _____

Date & city of signing _____

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).
To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

Gross selling price	4,410.00
*Personal property (deduct)	0.00
Exemption claimed (deduct)	4,410.00
Taxable selling price	0.00
Excise tax: state	
Less than \$500,000.01 at 1.1%	0.00
From \$500,000.01 to \$1,500,000 at 1.28%	0.00
From \$1,500,000.01 to \$3,000,000 at 2.75%	0.00
Above \$3,000,000 at 3%	0.00
Agricultural and timberland at 1.28%	0.00
Total excise tax: state	0.00
0.0050 Local	0.00
*Delinquent interest: state	0.00
Local	0.00
*Delinquent penalty	0.00
Subtotal	0.00
*State technology fee	5.00
Affidavit processing fee	5.00
Total due	10.00

Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after April 1, 2022..

This affidavit will not be accepted unless all areas on all pages are fully and accurately completed.
This form is your receipt when stamped by cashier. Please type or print.

☐ Check box if partial sale, indicate % _____ sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Sung H. Han and Gill J. Jeong

Mailing address 1313 Main Street

City/state/zip Sumner, WA 98390

Phone (including area code) _____

2 Buyer/Grantee

Name City of Sumner

Public Works Department

Mailing address 1104 Maple Street, Ste. 260

City/state/zip Sumner, WA 98390

Phone (including area code) _____

3 Send all property tax correspondence to: ☐ Same as Buyer/Grantee

Name _____

Mailing address _____

City/state/zip _____

List all real and personal property tax parcel account numbers

7985000371

Personal property?

☐

Assessed value(s)

\$ 753,700.00

☐

\$ 0.00

☐

\$ 0.00

4 Street address of property 1313 Main Street

This property is located in Sumner

(for unincorporated locations please select your county)

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

See attached

5 54 - Retail trade - food

Enter any additional codes _____
(see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? ☐ Yes ☒ No

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions) ☐ Yes ☒ No

6 Is this property designated as forest land per RCW 84.33? ☐ Yes ☒ No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? ☐ Yes ☒ No

Is this property receiving special valuation as historical property per RCW 84.26? ☐ Yes ☒ No

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: ☐ does ☐ does not qualify for continuance.

Deputy assessor signature _____

Date _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature _____

Signature _____

Print name _____

Print name _____

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent _____

Name (print) SUNGHO HAN

Date & city of signing 5/24/2022 Federal Way

Signature of grantee or agent _____

Name (print) _____

Date & city of signing _____

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

SUBJECT: Resolution No. 1626 - Updated WSDOT ROW Procedures

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1626 - Updated WSDOT ROW Procedures

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer, Michael Kosa, City Engineer

SUMMARY BACKGROUND:

The City maintains official Right-of-Way Procedures for the acquisition of real property, as needed. This is also a required document when utilizing federal funds to acquire real property.

Periodically, these procedures need to be updated due to staff changes and any revisions to the documents. This update makes changes to match current and former staff, only minor substantive revisions to the procedures were required.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/7/2022
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: 1626; Updating Right-of-Way Procedures for the Acquisition of Real Property in Accordance with State and Federal Regulations

**RESOLUTION NO. 1626
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
UPDATING RIGHT-OF-WAY PROCEDURES FOR THE ACQUISITION OF REAL
PROPERTY IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS**

WHEREAS, the City receives Federal and State funding for the acquisition of property relative to various public works projects; and

WHEREAS, pursuant to prior Resolutions the City formally adopted procedures consistent with the Washington State Department of Transportation (WSDOT) and the Federal Highway Administration (FHWA) rules and regulation relative to the use and expenditure of funding and property acquisition; and

WHEREAS, the City of Sumner desires to reaffirm and update the existing policies and procedures.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AS FOLLOWS:

Section 1. The Mayor is hereby authorized and directed to execute the attached Right-of-Way procedures attached hereto as Exhibit “A”.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. Effective Date. This Resolution shall take effect and be in force immediately upon its passage.

APPROVED AND ADOPTED this 21st day of June, 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse

City Attorney Andrea Marquez

Right of Way Procedures

The City of Sumner (Agency), needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG).

Below is a list of Agency staff, by names and position titles, that are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provides a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.

1. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:

- i. **PROGRAM ADMINISTRATION:**

Oversee delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are carried out in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Ensures Agency's approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff;
- Oversight of ROW consultants;
 - use of consultant contract approved by WSDOT
 - management of ROW contracts
 - management of ROW files
 - reviews and approves actions and decisions recommended by staff & consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation prior to offers being made;
- Oversight and approval of Administrative Offer Summaries (AOS) per policy;
- Oversight and approval of Administrative Settlements per policy;
- Ensure Agency has a relocation appeal process in place prior to starting relocation activities;
- Obligation authority for their Agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate and maintain the proposed projects (see LAG Appendix 25.174, 25.175, & 25.176).

Mike Dahlem – Public Works Director, Andrea Marquez – City Attorney, Michael Kosa – City Engineer, Andrew Leach – Associate City Engineer, Alisa O'Haver-Ayala – Associate City Engineer

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at <http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

ii. **APPRAISAL**

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use Appraiser from WSDOT's Approved Consultant List if Agency does not have qualified staff;
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase);
- Prepare AOS;
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

CONTRACT WITH A QUALIFIED CONSULTANT

iii. **APPRAISAL REVIEW:**

Review appraisals on federal aid projects for the Agency to make sure they are adequate, reliable, have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Consultant List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data, and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

CONTRACT WITH A QUALIFIED CONSULTANT

iv. **ACQUISITION:**

Acquire, through negotiation with property owners, real property, or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare AOS justification and obtain approval;
- Prepare Administrative Settlement and obtain approval;
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Maintain a complete, well organized parcel file for each acquisition;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary.

CONTRACT WITH A QUALIFIED CONSULTANT

Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at

<http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

v. RELOCATION:

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for Agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary.

CONTRACT WITH A QUALIFIED CONSULTANT

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the Agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep ROW free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Ensure occupants and personal property is removed from the ROW;
- Maintain a complete, well organized property management file;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary.

Mike Dahlem – Public Works Director, Michael Kosa - City Engineer

- b. Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes to use qualified consultants for any of the above functions will need to work closely with their ROW Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the Agency proposes to have staff approved to negotiate who have limited experience in negotiation for FHWA funded projects, the LAC must be given an opportunity to review all offers and supporting data prior to offers being made to the property owners.
 - c. The Agency's Administrative Settlement Procedures indicating the approval authorities and the procedures involved in making administrative settlement needs to be included with these procedures (see Exhibit A).
 - d. An Agency wishing to take advantage of the AOS process, properties valued up to \$25,000 or less, need to complete Exhibit B of these procedures.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, ROW, construction stages, and for a three-year period following acceptance of the projects by WSDOT.
 3. Approval of the Agency's procedures by WSDOT Local Programs may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

Kathy Hayden, Mayor

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

EXHIBIT A

Agency's Administrative Settlement Policy

SECTION I. ADMINISTRATIVE SETTLEMENT POLICY. The CITY shall make every reasonable effort to expeditiously acquire real propoerty by negotiation. Negotiation implies an honest effort by the CITY to resolve differences with property owners. Offers can be flexible and negotiations should recognize the inexact nature of the process by which just compensation is determine. The CITY shall endeavor to expedite the acquisition of real propoerty by agreements with owners and to avoid litigation and relieve congestion in the courts.

- A. In conjunction with and after review by the City Attorney, the CITY shall carefully consider and maximize the use of administrative settlements in appropriate situations. An administrative settlement or stipulated settlement is a negotiated settlement of a right-of-way acquisition case in which the CITY has administratively approved payment in excess of fair market value as shown on the CITY's approved determination of value (review appraiser's certificate) that takes into account other relevant and appropriate factors that would increase settlement costs such as litigation costs and other factors described in Section 2 below. The CITY shall carefully consider and maximize the use of administrative settlements in appropriate situations.
- B. In conjunction with and after review by the City Attorney, administrative settlements may be approved when it is determined that such action is in the public interest. In arriving at a determination to approve an administrative settlement, the following non-exclusive factors may be considered:
 - 1. All available appraisals, including the owner's comparable sales not included in an appraisal, and the probably range of testimony in the condemnation trial.
 - 2. Ability of the City to acquire the property, or possession, through the condemnation process to meet the construction schedule.
 - 3. Impact of construction delay pending acquisition.
 - 4. The negotiator's recorded information, including parcel details and the owner's rationale for increased compensation.
 - 5. Recent court awards in cases involving similar acquisition and appraisal problems.
 - 6. Likelihood of obtaining an impartial jury in local jurisdiction, and the opinion of legal counsel where appropriate.
 - 7. Estimate of trial cost weighed against other factors.

SECTION II. AUTHORITY

- A. The Public Works Director shall have authority to waive appraisals on properties valued at \$25,000 or less. In conjunction with and after review by the City Attorney, the Public Works Director shall have the

authority to sign CITY concurrence with the waiver evaluation as Just Compensation and authorize the commencement of negotiations.

- B. In conjunction with and after review by the City Attorney, the Public Works Director shall have authority to sign CITY concurrence with the Appraisal Review (Determination of Value) as Just Compensation and authorize the commencement of negotiations.
- C. In conjunction with and after review by the City Attorney, the Public Works Director has the authority to approve all Administrative settlements. The Voucher for payment will be approved by the City Council. In conjunction with and after review by the City Attorney, the Public Works Director may have the acquisition documents (deeds and/or easements) approved by Council prior to payment or may have the acquisition documents ratified and confirmed by the City Council after Council's approval of the payment vouchers.

SECTION III. RELOCATION COMPENSATION APPEAL PROCEDURES

Owners and tenants who are eligible for expenses related to relocation may appeal the determine compensation amount. The City shall promptly review appeals with the procedure set forth below:

- (A) Actions which may be appealed. Any aggrieved person may file a written appeal to the City's Public Works Director in any case in which the person believes that the City has failed to properly consider the person's application for relocation assistance as required by Federal Highway Administration related project. Such assistance may include, but is not limited to, the person's eligibility for, or the amount of, a payment required under 49 CFR §24.106 or 49 CFR §24.107, or a relocation payment as required by law. The City shall consider a written appeal regardless of form.
- (B) Time limit for initiating appeal. An aggrieved person shall file an appeal with the Public Works Director no later than 60 calendar days after the person receives written notification of the City's determination on the person's claim.
- (C) Right to representation. A person has a right to be represented by legal counsel or other representative in connection with his or her appeal, but solely at the person's own expense.
- (D) Review of files by person making appeal. The City shall permit a person to inspect and copy all materials pertinent to his or her appeal, except materials which are classified as confidential by the City. The City may, however, impose reasonable conditions on the person's right to inspect, consistent with applicable laws.
- (E) Scope of review of appeal. In deciding an appeal, the City shall consider all pertinent justification and other material submitted by the person, and all other available information that is needed to ensure fair and full review of the appeal.

- (F) Determination and notification after appeal. Promptly after receipt of all information submitted by a person in support of an appeal, the City shall make a written determination on the appeal, including an explanation of the basis on which the decision was made, and furnish the person a copy. If the full relief requested is not granted, the City shall advise the person of his or her right to seek judicial review of the City decision.
- (G) City official to review appeal. The City's duly appointed Hearing Examiner shall hear the appeal no later than thirty (30) calendar days from the date the appeal was filed.

Kathy Hayden, Mayor

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

EXHIBIT B
Waiver of Appraisal
Agency's Administrative Offer Summary (AOS)

The City of Sumner, hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the ROW Funding Estimate is \$25,000.00 or less including cost-to cure items. A True Cost Estimate shall not be used with this procedure.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the AOS as no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An AOS is prepared using comparable sales found at the time of preparation.
- B. The AOS is submitted to the Public Works Director for approval. Upon signature a first offer to the property owner(s) is authorized.

Kathy Hayden, Mayor

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

Mike Dahlem

1104 Maple Street; Sumner, WA 98390

(253)299-5702

miked@sumnerwa.gov

Professional Experience

City of Sumner, Sumner, WA
April, 2016 to Present
Public Works Director

Responsibilities:

Manage the Public Works Department with a staff of 34 and a budget of \$25 million to serve approximately 9,500 in the City of Sumner. This includes operation, maintenance and construction of streets, a water utility, a sewer utility, a storm utility and public places.

City of Sumner, Sumner, WA
May, 2000 to April 2016
City Engineer

Responsibilities:

Plans, directs, coordinates, and oversees the functions of the Engineering Department, including any engineering responsibility for the City's parks, traffic, transit, transportation, streets, water and sewer functions, subdivisions, civil works construction, building construction, and landscaping. Have been involved in over \$60 million in federal and state funded construction projects.

- Develops annual budget for the Department, monitors and controls budget expenditures;
- Supervises and participates in the analysis of comprehensive engineering studies concerning short and long range needs of the City and other facilities;
- Directs the preparation and review of Public Works plans, specifications and contracts for various construction projects;
- Responsible for the administration of construction projects;
- Reviews and recommends to the Public Works Director the approval of plans and specifications for public and private development of public facilities;
- Coordinates and oversees engineering support and projects performed by other City departments;
- Assists the Public Works Director in coordinating the activities of other divisions of the Department when these functions require technical assistance;
- Attends public meetings to receive and provide information;
- Provides staff support, including drafting recommendations and making presentations to applicable boards or commissions;
- Attend seminars and meetings and maintain current knowledge of Professional Engineering requirements and related City ordinances.

Boeing Aerospace Company, Kent, WA
1984 - 2000

Facilities Engineer

Responsibilities:

- Responsible for technical consultation, engineering analysis, conceptional design, final design (drawings and specifications), cost estimates, and project management for civil/structural phases of buildings, equipment installations, utility systems and grounds.

Boeing Aerospace Company, Seattle, WA
1977 -1984

Facilities Planner

Responsibilities:

- Responsible for preparation of plans that identifies the arrangement of space and equipment on land and floor areas. Tasks included identifying long range requirements, funding, design review, material requisitions, schedules and coordinating construction.

Education

Seattle University, Seattle, WA
Bachelor of Science in Civil Engineering
1987

Training/Memberships:

Right of Way Acquisition 101 11/16/11
What You Need to Know About ROW Acquisition Projects 5/16/13
Awarding Agency Basic Workshop 8/20/13
L&I Awarding Agency Prevailing Wages 8/22/13
WSDOT ROW Workshop 4/2/14
WSDOT-Sufficient Property Rights Training Webinar 3/25/15
Hiring the Right Contractor 1/27/16
WFOA-Federal Grants Requirements and Management 3/16/16
Member of American Public Works Association Washington Chapter

Andrea J. Marquez

1104 Maple Street, Sumner WA 98390
Andream@sumnerwa.gov
(253) 260-2427

PROFESSIONAL MEMBERSHIPS

- Certified Professional Mediator
- Active member of the Washington State Association of Municipal Attorneys
- Past President-Elect, Young Lawyer's Association
- Washington State Bar Association, 2012-present
- Active member of the Pierce County Bar Association
- Pierce County Young Professional's Network, 2013-present

PROFESSIONAL EXPERIENCE

City Attorney, City of Sumner: May 2017-present

Deputy City Attorney: July 2016-May 2017

Practice Areas: Land Use, Real Estate Acquisitions/Dispositions, Condemnation, Human Resources, Criminal Prosecution, Public Contracting/Bidding, Labor Union; Legal Advisor to Mayor, City Council, Police Department, and City departments.

- Develop annual budget for Legal Department, monitor and control budget expenditures;
- Supervise and coordinate the acquisition and dispositions of real property, including working with property owners, funding agencies, escrow companies, right of way consultants, and City staff.
- Negotiate real property leases, easements, and acquisitions for City projects. Work with right of way consultants on acquisitions in accordance with the Federal guidelines, including relocations.
 - Representative Projects involving Federal/State Funding Property Acquisitions:
 - Bridge St. Bridge Replacement Project – total and partial acquisitions from four separate property owners. Assisted in the drafting and processing of Possession and Use Agreements, Condemnation Pleadings and court hearings, through to Decree of Appropriation.
 - White River Trail Pedestrian Bridge Project – worked with right of way consultant on the negotiation of property acquisition for a new pedestrian bridge funded with federal grant funds. Negotiations reached an impasse and the City determined not to file for condemnation, thereby foregoing the project.
 - 410/Traffic Avenue Replacement Project – federally funded highway improvement project requiring temporary easement rights from neighboring jurisdictions.
 - Pedestrian Sidewalk Improvements – sidewalk improvement projects requiring a conveyance of public right of way.
 - White River Restoration Project – largest river restoration project in the Puget Sound region, requiring the acquisition of 20+ parcels (either partial or full) for a flood mitigation, river restoration, and habitat management project. Work with right of way consultant through the federal acquisition and relocation process for each identified parcel, where applicable.
 - City park expansions – negotiate and prepare all transactional documents related to the acquisition of two parcels necessary for expansion of the City's park system. The acquisitions were locally funded, but the park projects are anticipated to be partially funded by state grants.

Associate Litigation Attorney, *Oldfield & Helsdon, PLLC*

June 2013-July 2016

Practice Areas: High-volume litigation and transactional firm focusing on business, real estate, land use, commercial, municipal law, bankruptcy, estate planning and probate, and appellate litigation; Provide excellent and thorough legal representation, and consulting services to a broad range of individual and business clients.

- Experience litigating and negotiating complex real estate, land use, business, and commercial disputes and contracts. Consistently employ dispute resolution techniques and strategies to improve efficiency and facilitate solutions.
- Actively involved in the trial strategy and problem-solving processes; Quick thinker in high-stress and fast-paced environments relying on my strong, punctual, and friendly interpersonal communication skills;
- Demonstrated ability to meet demanding deadlines;
- Excellent analytical skills; keen ability to consider and comprehend complex information and create appropriate and compliant responses;
- Fast and thorough legal researcher; Experience drafting legal pleadings for all stages of litigation or municipal/land use petitions.
- Strong client-facing presence; natural and confident leader in both individual and group settings;

Associate Attorney, *Law Office of Catherine C. Clark, PLLC* August, 2012-June, 2013

Practice Areas: Trial & Appellate Practice (Real estate, eminent domain/condemnation, land use, municipal law; commercial litigation; significant personal injury).

- Second chair in two large and contested eminent domain/condemnation trials;
- Performed extensive legal research and writing; Experience drafting memorandums, complaints, answers, demand letters, motions for summary judgment, motions to dismiss, interrogatories, requests for production, motions in limine, default motions/orders, settlement agreements, and client or attorney correspondence.
- Provided guidance, counsel and support to senior counsel and clientele on all real estate and condemnation matters.

EDUCATION

***University of Oregon School of Law*, Eugene, OR**

Juris Doctorate, 2012 • Curriculum Focus: Business Law

- Law Review Executive Editor, Oregon Review of International Law, 2010-2012.
- First place: 2010 Regional Mediation Competition
- Small Business Clinic Associate: provided individualized business representation to local small businesses, including entity creation, strategic business advice, and transactional documents.
- BARBRI Head Representative
- CEO, Sports and Entertainment Law Forum

University of Washington

Dual Bachelor of Arts, Political Science and Economics, 2009

- All-American Student-Athlete, Women's Track and Field – Polevault; Four Year Varsity Letter Winner
- PAC-10 Academic Honors
- Dean's List, 2007-2009

CERTIFICATES/AWARDS/ HONORS

- Top Executive Editor, Oregon Review of International Law, 2012
- Winner-Western States Regional Law School Negotiation Competition, 2010
- Pacific Northwest USA Track and Field, Field Athlete of the Year, 2009

Michael R. Kosa, P.E.

michaelk@sumnerwa.gov 253-299-5709

1104 Maple St, Sumner, WA 98390

WORK EXPERIENCE

CITY ENGINEER (2021-Present), ASSOCIATE CITY ENGINEER (2017-2021) SUMNER, WA
CITY OF SUMNER 2017-PRESENT

As an associate city engineer at the City of Sumner, I am responsible for managing the City's Public Works - Engineering Division. I am one of four licensed civil engineers on staff.

- Manage transportation projects in various stages of design and construction, including in-house and consultant-led designs, project tracking and scheduling. Currently managing projects with a total construction value of \$50 million.
- Manage stormwater capital improvement and maintenance projects as well as the city's compliance with the City's Phase II MS4 Permit. Currently managing stormwater projects with a total construction value of \$4 million.
- Manage Public Works staff as needed to complete projects.
- Interact with the public regarding traffic and roadway concerns.
- Represent the Public Works department and present projects and agenda bills at public meetings, City Council meetings and through media outlets. Represent the City at regional forums such as PSRC and Pierce Co. Transportation Coordinating Committee. Interact with WSDOT Local Programs on a regular basis.
- Juggle competing needs of projects, meetings, and day-to-day engineering challenges.
- **Manage projects with right-of-way needs as an authorized Program Administration agency staff member.**

CIVIL ENGINEER PAPILLION, NE
SARPY COUNTY PUBLIC WORKS 2014-2017

As a civil engineer at Sarpy County Public Works, I provided recommendations and solutions to challenges that arise while managing transportation and drainage-related projects. I was one of three licensed civil engineers on staff.

- Managed projects in various stages of design and construction. Managed staff as needed to complete project and regulatory related work.
- Took initiative when needed such as compiling necessary regulatory reports to comply with Americans with Disabilities Act state requirements.
- Oversaw contractors, vendors, and professional firms holding them accountable regarding roadway improvement related contracts.
- Founded and led the standards committee, which works to streamline work processes within the Public Works department.
- Completed county-wide private plans review for public infrastructure.
- Sealed \$1-2M worth of County projects annually as the Engineer of Record.
- **Directed design consultants preparing right-of-way plans.**
- **Managed multiple projects needing right-of-way negotiations and purchases involving property owners, utilities, and local governments within the County.**

CIVIL ENGINEER/PROJECT MANAGER US AIR FORCE ACADEMY, CO
CH2M HILL ACADEMY SERVICES (joint venture now dissolved) 2013-2014

As a civil engineer at the US Air Force Academy, I managed a number of ongoing design and construction projects. I managed the roadway pavement replacement program on base and was the lead technical engineer for drainage, erosion control, and traffic-related issues.

- Managed seven projects awarded and constructed in fiscal year 2014.
- Reviewed consultant plans to ensure plans meet local, federal, and military standards.
- Represented the US Air Force Academy in inter-agency meetings with city, county, and state officials on transportation and drainage related topics.

WATER RESOURCES ENGINEER COLORADO SPRINGS, CO
AECOM (formerly URS Corporation) 2012-2013

As a water resources engineer, the majority of my focus was hydrology and hydraulic structure design. I designed transportation drainage systems including culverts, storm drain systems, water quality facilities, and erosion control measures.

- Managed four staff members as the Colorado Springs Water Resources Design Lead. Oversaw daily workload and subordinate evaluations.
- Drainage design engineer of record for two projects for the City of Colorado Springs and two projects for El Paso County.

CIVIL ENGINEER

SPOKANE/BELLEVUE, WA

DAVID EVANS AND ASSOCIATES, INC.

2007-2012

As a transportation engineering design consultant, the focus of my position was roadway drainage design. I interacted with the other disciplines such as roadway engineers to coordinate drainage needs with roadway plan and profile design.

- Managed team of three to six designers during labor-intensive design submittals.
- Project engineer on WSDOT SR-520 Design-Build project in Seattle, specializing in structure and local road drainage design.
- Led drainage design for 80-turbine design-build wind farm project in California.
- **Met with 20 property owners on US 95 Expansion in Athol, ID regarding upcoming property negotiations. Represented project at public meeting as a design representative.**

DESIGN ENGINEER 2, PROJECT MANAGER

SEATTLE, WA

MAGNUSSON KLEMENCIC ASSOCIATES

2004-2007

I participated in general Land Development civil engineering, including sidewalk and urban infill design. I coordinated design elements with architects, owner representatives, regulatory agencies, and other consultants.

- Developed projects from early schematic design through construction administration.
- Produced a variety of deliverables including drainage reports, early concept-level sketches, design drawing sets, calculations, and sketches during construction.

EDUCATION

B.S. CIVIL ENGINEERING WITH A SPECIALIZATION

SEATTLE, WA

IN ENVIRONMENTAL ENGINEERING

JUNE 2004

MINOR IN MATHEMATICS

Seattle University GPA: 3.90

- Graduated magna cum laude, member of the Dean's List all quarters.

COURSEWORK, TECHNOLOGY, AND TRAINING

- Proficient use of Microstation, AutoCAD, and Microsoft Office
- Supervisor Training through the Washington Cities Insurance Authority (2017)
- 30+ hours of Project Management training (2015)
- Attended 2015 and 2016 APWA national conference
- **No Right of Way (ROW) Verification Training: Completed July 2017**
- **NHI Course FHWA-NHI-141045: Completed 12/29/2017**
- **NHI Course FHWA-NHI-141047: Completed 7/2/2018**
- Federal Grants Requirements and Management (WFOA): Completed 11/14/2017
- Attended various training classes through regarding drainage and clear zone design

PROFESSIONAL REGISTRATIONS

- Civil Engineer: Washington State (Lapsed: Nebraska, Colorado, Idaho)
- Member, American Public Works Association, Washington Chapter

Andrew Leach
1104 Maple St. Suite 260
Sumner, WA 98390
Phone: (253) 299-5711
Email: andrewl@sumnerwa.gov

Experience:

January 2021 – Present, Public Works City of Sumner, WA

Public Works Manager - Managed the City's various capital improvement and small works projects. Provided project management and administration assistance for a variety of municipal projects funded by utilities and grants (RCO, WSDOT, & FHWA). Responsibilities included design review, development review, spec writing, grant writing, permit coordination, cost estimation, review/revision of City standards and details, and presenting projects to the Public Works Committee and City Council. Responsible for assisting the City Engineer in planning, organizing, directing, coordinating, and evaluating the work of the Public Works Engineering Division. Directly supervise two Engineering Technicians and the City's CADD/GIS Technician

December 2017 – January 2021, Public Works City of Sumner, WA

Associate City Engineer - Managed the City's various capital improvement and small works projects. Provided project management and administration assistance for a variety of municipal projects funded by utilities and grants (RCO, WSDOT, & FHWA). Responsibilities included design review, development review, spec writing, grant writing, permit coordination, cost estimation, review/revision of City standards and details, and presenting projects to the Public Works Committee and City Council. Responsible for assisting the City Engineer in planning, organizing, directing, coordinating, and evaluating the work of the Public Works Engineering Division.

January 2014 – December 2017, Public Works City of Sumner, WA

Assistant City Engineer - Assisted with the City's various capital improvement and small works projects. Provided project management and administration assistance for a variety of municipal projects funded by utilities and grants (RCO, WSDOT, & FHWA). Responsibilities included design review, development review, spec writing, grant writing, permit coordination, cost estimation, review/revision of City standards and details, and presenting projects to the Public Works Committee and City Council.

July 2012 – December 2013. City of Sumner, WA.

Engineering Intern – Public Works: Assisted with the City's various capital improvement projects. Provided project management and administration assistance for a variety of municipal projects funded by utilities and grants (RCO & FHWA). Experienced working with contractor payments and submittals, change orders, and force accounts. Was the project manager and point of contact for a small works project. Duties for the project consisted of creating bid documents, addendums, bid tabs, bid award, submittals, cost estimation, and project budget. Worked with an outside agency, Washington State Department of Transportation (WSDOT), for permitting along SR410. Other Responsibilities included: researching City Standards and details, ADA standards, and transition plans for city implementation. Spearheaded the transition to a new pavement

management program for the City of Sumner. Researched new uses and abilities of the cities HOBOWare water monitoring equipment and computer program. Assisted with right of way acquisition documents and mailings. Shadowed the city's engineers and inspectors on various job site visits and weekly meetings. Was an interim city inspector and provided daily construction reports and calculations. Worked in the field plotting GPS/GIS points to update the city's map of water and sewer lines. Was a member of a committee for consultant selection where duties included reviewing and interviewing consulting firms for capital improvement projects. Assisted with grant applications and researching grant opportunities for the city.

Education:

Washington State University, Bachelor of Science in Civil Engineering –Structural Emphasis.
August 2007 – May 2012

Bellarmino Preparatory School, High School Diploma. September 2003 - June 2007

Certifications:

State of Washington Engineer in Training - License No. 33543

Certified Erosion & Sediment Control Lead

Training/Memberships:

WSDOT Administrative Settlement Course - 4/6/16

WSDOT Sufficient Property Rights Training - 3/25/16

WSDOT No Right of Way (ROW) Verification - 4/14/16

Real Estate Acquisition Under the Uniform Act: An Overview - FHWA-NHI141045 – 4/13/16

Local Public Agency Real Estate Acquisition - FHWA-NHI-141047 – 4/8/16

WFOA – Federal Grants Requirements and Management - 11/19/2020

NW Public Works Institute – Public Works Essentials - 2/25/14

Member of American Public Works Association Washington Chapter - 9/2015 to Present

Alisa O'Haver-Ayala, PE, CCM

ASSOCIATE CITY ENGINEER

1104 Maple Street, Suite 260 Sumner, WA 98390 / 253-299-5703 / ALISAO@SUMNERWA.GOV

WORK EXPERIENCE

ASSOCIATE CITY ENGINEER, CITY OF SUMNER; SUMNER, WA

2022 – PRESENT

- Providing technical engineering expertise to less experienced staff.
- Assuming responsibility for assigned services and activities of assigned responsibilities which includes public works projects, capital project support and management, utilities systems management and administrative support programs and services.
- Conducting a variety of organizational studies; recommending modifications to assigned programs, policies, and procedures as appropriate.
- Directing the preparation and review of public works plans, specifications, and contracts for various construction projects.
- Administering projects from initiation through project completion.
- Coordinating engineering support and projects performed by other City departments.
- Assisting the City Engineer in coordinating the activities of the division.
- Meeting and working with engineering consultants, contractors, state and federal agency representatives, developers, and the general public.
- Performing on-site inspections of public works construction projects.
- Attending public meetings to receive and provide information.
- Seeking grants for Public Works and other activities, writes grant applications and performing proper follow-up.
- Managing administrative reporting of CIP grants.

RESIDENT ENGINEER 4, PORT OF SEATTLE; SEATTLE, WA

2013-2022

- Promoted from Resident Engineer 1 to Resident Engineer 4 over the course of 8 years.
- Working with the design team, contractors, co-workers, and stakeholders to create a collaborative team atmosphere and accomplish the common goal of building a project from concept through closeout.
- Managing multiple construction projects of \$1M - \$10M simultaneously, independently managing construction projects up to \$25M, contributing team member on projects in excess of \$500M
- Supervising three direct reports, mentoring peers and interns
- Providing department leadership by being approachable and providing practical solutions
- Reviewing designs for quality and constructability from concept through bid
- Performing full spectrum of construction management responsibilities including leading project meetings, change management, progress payments, negotiations, RFIs, submittals, schedule review, and reporting.

OFFICE ENGINEER, URS CORP; SEATTLE, WA

2011-2013

**SDOT SOUTH SPOKANE STREET VIADUCT WIDENING & SOUTH SPOKANE STREET VIADUCT
EASTBOUND 4TH AVENUE SOUTH OFF-RAMP; SEATTLE, WA**

- Reviewing contractor's monthly payment request, reviewing inspectors daily note records for unit price bid items, negotiating contractor's monthly payments and logging monthly progress payments for this \$75M unit price contract
- Detailed accounting and reconciliation of over \$3M in force account billings
- Performing additional construction management responsibilities including leading project meetings, change management, and reporting.
- Overseeing the work of those processing RFIs and submittals as well as project file maintenance

ASSISTANT RESIDENT ENGINEER, HEERY INTERNATIONAL; SEATTLE, WA

2010-2011

SEATTLE-TACOMA INTERNATIONAL AIRPORT RENTAL CAR FACILITY; SEATTLE, WA

- Reviewing, negotiating, and processing the monthly progress payments for this \$420M GC/ CM project. The average monthly payments were \$11M.
- Performing additional construction management responsibilities including change orders and submittal management.

PROJECT ENGINEER, KPFF CONSULTING ENGINEERS

SEATTLE, WA

1998-2000 & 2002-2005

TACOMA, WA

2005-2009

- Performing Assistant Project Manager and construction support for design projects
- Civil design for roadways and site development projects for Sound Transit, Multicare Tacoma General Hospital, Port of Seattle's Sea-Tac International Airport, WSDOT, and the City of Seattle.

TRANSPORTATION ENGR, KITSAP CTY PUBLIC WORKS; PORT ORCHARD, WA

2000-2002

- Civil design for roadway projects and managing consultant roadway designs

EDUCATION

Bachelor of Science Civil Engineering (BSCE) – University of Washington; Seattle, WA, 1998

CERTIFICATIONS

Professional Engineer, Civil (PE) #39387 – Washington, 2002

Certified Construction Manager (CCM) #4019 – Construction Management Association of America, 2017

RELEVANT COURSEWORK

No Right of Way (ROW) Verification Training: Completed 01/25/2022

NHI Course FHWA-NHI-141045: Completed 01/25/2022

SUBJECT: Utility Rate Analysis

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. 2020 Rate Summary
-

STAFF CONTACT: Mike Dahlem, Public Works Director

SUMMARY BACKGROUND:

The City typically conducts a utility rate analysis every two years prior to the biennial budget cycle. This year, staff recommend delaying the rate analysis and conducting it during the middle of the biennial budget.

There are several reasons for changing the timing of the utility rate analysis. We are in the middle of doing a staffing survey and would like to have that completed prior to conducting the rate analysis. We are currently seeing very high inflation rates and would like to monitor the inflation rate trend prior to conducting the rate analysis. Finally, we are short staffed and have a tremendous capital improvement project workload and freeing up staff time from the burden of the rate analysis would give more time to concentrate on immediate needs.

Staff recommends proceeding with the rate adjustment that was projected in the 2020 utility rate update. The projected rate adjustment will be 3% for all three utilities; stormwater, sewer and water.

The rate adjustment will go to the Council in the fall of this year.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/7/2022

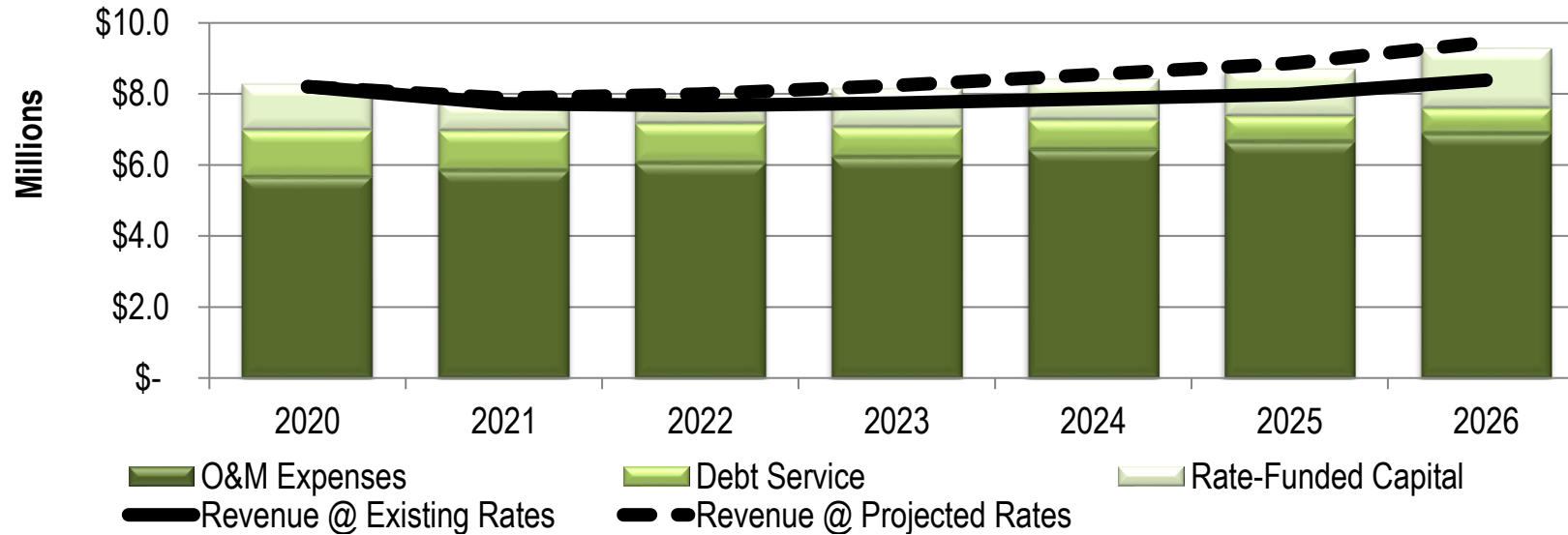
COMMITTEE RECOMMENDATION: Informational Only

STAFF RECOMMENDATIONS/MOTION:

The staff recommendation is to delay the Utility Rate Analysis until next year and adjust rates to what was projected in the 2020 utility rate update.



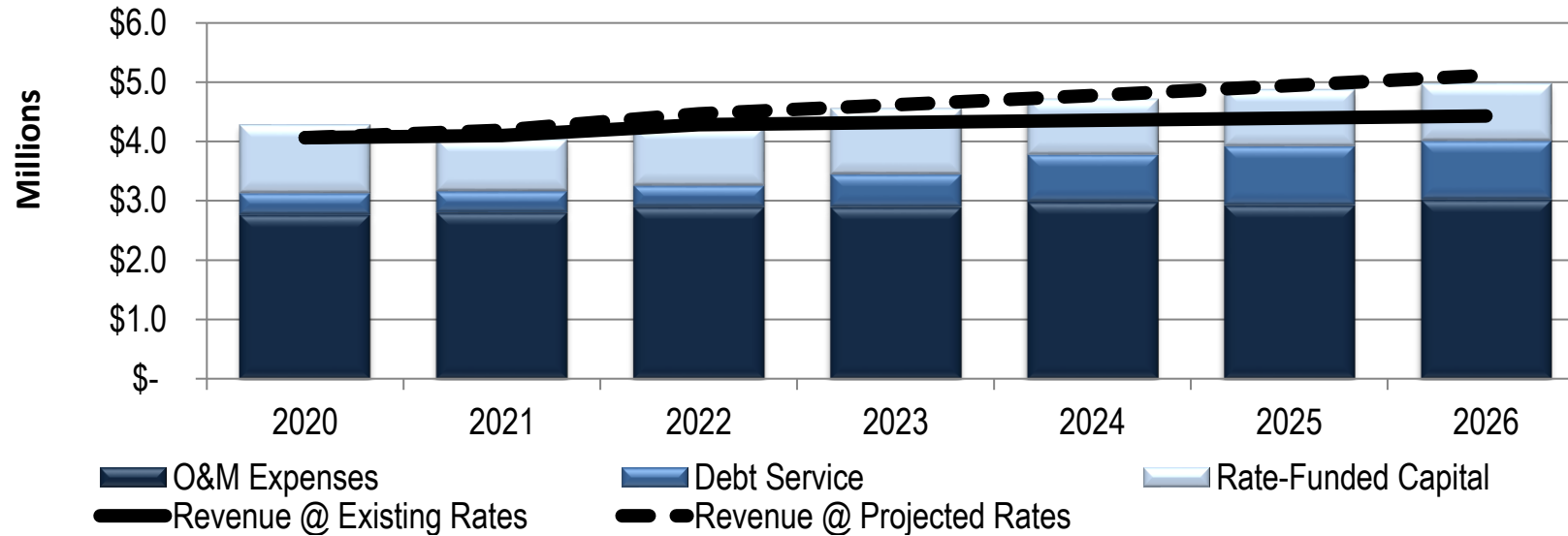
Sewer Revenue Requirement Forecast



Sewer Rate Forecast	Existing	Proposed		Projected			
	2020	2021	2022	2023	2024	2025	2026
Annual Rate Increase per 2018 Study		3.00%	3.00%	3.00%	3.00%	3.00%	3.50%
Annual Rate Increase		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Monthly Residential Bill @ 7 ccf	\$71.88	\$74.04	\$76.26	\$78.55	\$80.90	\$83.33	\$85.83
Change From Prior Year		+\$2.16	+\$2.22	+\$2.29	+\$2.35	+\$2.43	+\$2.50



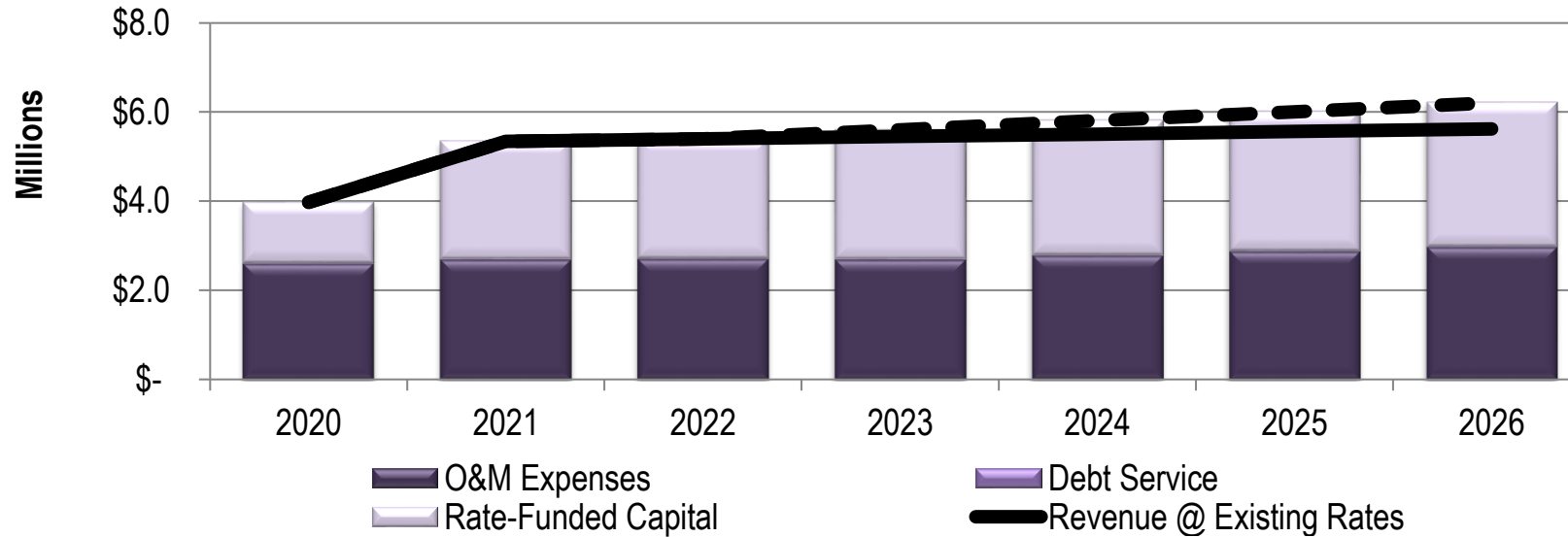
Water Revenue Requirement Forecast



Water Rate Forecast	Existing	Proposed		Projected			
	2020	2021	2022	2023	2024	2025	2026
Annual Rate Increase per 2018 Study		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Annual Rate Increase		2.50%	2.50%	3.00%	3.00%	3.00%	3.00%
Monthly Residential Bill @ 7 ccf	\$39.02	\$40.00	\$41.00	\$42.23	\$43.49	\$44.80	\$46.14
Change From Prior Year		+\$0.98	+\$1.00	+\$1.23	+\$1.26	+\$1.31	+\$1.34



Stormwater Revenue Requirement Forecast



Stormwater Rate Forecast	Existing	Proposed		Projected			
	2020	2021	2022	2023	2024	2025	2026
Annual Rate Increase per 2018 Study		3.00%	3.00%	3.00%	3.00%	2.50%	2.50%
Annual Rate Increase		0.00%	0.00%	3.00%	3.00%	2.50%	2.50%
Monthly Residential Bill	\$16.82	\$16.82	\$16.82	\$17.32	\$17.84	\$18.29	\$18.75
Change From Prior Year		\$0.00	\$0.00	+\$0.50	+\$0.52	+\$0.45	+\$0.46



Monthly Project Management Report

June 2022

Table of Contents

Major Projects.....	3
Stewart Road Bridge Replacement (13-08).....	3
East Sumner Neighborhood Stormwater Ponds – Phase II (13-10)	4
166 th Ave E Widening (13-11)	4
Fryar Ave Trail (14-01).....	5
Left Bank Setback/White River Restoration (14-10).....	6
Pacific Pointbar / Stewart Setback (14-10)	6
Decant Facility (15-02)	7
410/Traffic Ave Interchange (15-04).....	7
Operations Facilities (17-13)	8
Biosolids Dewatering Improvements (17-18)	8
Rainier View Covered Court (18-04)	9
Main St/Wood Ave Intersection Improvements (19-02)	10
Alder & Kincaid Utility Improvements (19-05).....	10
160 th Retrofit and Pervious Sidewalks (19-08).....	11
South Tank Seismic Retrofit (19-10)	11
LS #2 and #6 Control Panel Replacement (20-04)	12
Rivergrove Community Pedestrian Bridge over SR 410 (20-07)	12
Academy Street Bike Lanes (20-08)	13
Sidewalk Improvements (20-10)	13
Treatment Facility Access Platforms (21-04)	14
Aeration Control Upgrade (21-05)	14

ESN Salmon Creek Channel Realignment (21-08) 14

Auto Lane Sewer Force Main Replacement (21-09) 15

Sumner Tank Recoating (21-10)..... 15

Maple St Ped Signal, Citywide Backplates (21-11) 15

Biosolids Dryer Repair and Replacement (21-17) 16

160th Storm Improvements (RM012)..... 16

24th / 142nd Intersection Treatment (21-20) 16

63rd St Ct Trunk Line Relocation..... 17

Salmon Creek Culvert Replacements 17

Small Works Projects.....18

Roadway Paint Line Application (W-21-07) 18

Crack Seal Application (W-21-06) 18

Pavement Patching 18

Other Projects.....19

Intelligent Transportation System (ITS) Study (21-07)..... 19

Major Projects

Project: Stewart Road Bridge Replacement (13-08)		Project Manager: Michael Kosa	Budget: \$30,000,000
Finance: \$6,833,959 STP Grant, \$187,074 City of Sumner, \$4,260,000 Pierce County, \$50,000 Tarragon, \$3,000,000 FMSIB, \$50,000 Port of Tacoma, \$150,000 City of Auburn			
Description: This project will replace the existing two lane bridge over the White River at Stewart Road. The existing bridge will be removed. The new bridge will accommodate four lanes of traffic, and a separated shared use path on the north side of the roadway. Adjacent intersections at Butte Avenue and 140th Street Court East will be modified to accommodate the new roadway grade and lane configurations.			
Schedule/Milestones: ☒ Selection of Design Consultant (10/13) ☒ Design Consultant Contract Award (12/13) ☒ ROW Environmental Review Completed (11/16) ☒ Start Final Design (2/21) ☐ ROW Acquisitions (12/22) ☐ Design Complete (10/22) ☐ Construction Contract Award (04/23) ☐ Construction Complete (08/26)		Status: Project is developing 90% Design Plans, Acquire Right-of-Way, and Coordinate Utility Relocations City is reviewing 60% Design Plans Developing 60% Design Plans Final Design Kickoff completed, Value Engineering Effort Underway. BergerABAM is completing the environmental design and right-of-way acquisitions. Project is in formal ESA consultations since 2/2019. Project awarded new grants (City of Auburn \$150,000)(Federal STP funds \$4,920,000, construction phase; Port of Tacoma, \$50,000, design phase) Pacific has received full funding for the design, ROW and construction of their adjacent project. The right-of-way services are now under contract. BergerABAM is beginning the preliminary work to engage the property owners. The Scope and Budget for Right-of-Way services has been received and will go to the 6/19 Council Meeting. The City is currently working with BergerABAM on the Scope & Fee for Right of Way services. The City is working with WSDOT and PSRC to finalize a process that will allow the right-of-way to proceed concurrent with the environmental studies of the White River currently being undertaken.	
Next Critical Activities (dates): 90% design submittal (3/22)			
Next Council Actions (dates): Right-of-Way Acquisition (06/22)			
Next Public Actions (dates):			

Project: East Sumner Neighborhood Stormwater Ponds – Phase II (13-10)		Project Manager: Michael Kosa	Budget: \$2,000,000
Description: Complete the design and construction of a regional stormwater pond and relocation of Salmon Creek on City properties located near Sumner Tapps Hwy, between 64 th St E and 60 th St E.			
Schedule/Milestones: ■ Design Consultant Contract Award (09/13) ■ Design Complete (07/15) ■ Construction Contract Award (08/15) ■ Construction Complete (12/19) ■ Complete Plant Establishments (01/22)		Status: Project in Closeout Project in plant establishment period. Project 90% constructed. 60th reopened to traffic, there are no other major traffic impacts planned during project. Work restarted July 2019. The culvert has been delivered to the site. 60th Street may be closed for culvert installation, depending on contractor availability. Corps permit secured, contractor beginning project restart. The City is currently waiting on permit approval from the Army Corps of Engineers. Permit meeting occurred on site and an ESA consultation is pending. The contractor is currently on winter shutdown. Contractor to start work mid-September. Plantings at the mitigation site are 100% complete. Contractor to provide construction schedule for Mitigation Pond the week of 8/8/16. Contract has been suspended until further notice.	
Next Critical Activities (dates):			
Next Council Actions (dates): Project Acceptance (07/22)			
Next Public Actions (dates):			

Project: 166 th Ave E Widening (13-11)		Project Manager: Michael Kosa	Budget: \$16 Million (10% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP)			
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps			
Schedule/Milestones: ■ Consultant Award (12/18) ■ Intersection Control Evaluation (6/20) ■ Concept Report Complete (07/20) ☐ Preliminary Design Approval (9/22) ☐ Complete Fish Passage Culvert Design/Permitting (9/22) ☐ WSDOT Preliminary Design Approval (2/23) ☐ Design/ROW Complete (2/25) ☐ Construction Complete (12/27)		Status: Design Development underway for preliminary roadway and culvert/creek design. Updated scope in progress. Concept report approved. Project will contact adjacent property owners, then publicize the findings. Concept Report (Intersection Control Evaluation) being reviewed at WSDOT.	
Next Critical Activities (dates): Preliminary Design Approval (8/22)			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Fryar Ave Trail (14-01)		Project Manager: Andrew Leach	Budget: \$5,000,000 (construction unfunded), \$580,000 design, federal and City REET
Finance: \$197,760.00 (CMAQ-Design Only) and \$30,864 (City)			
Description: To design the last missing link of trail in town between Bridge Street Bridge and Fryar Bridge. The trail currently consists of a sidewalk & bike lane.			
Schedule/Milestones: ☒ Selection of Design Consultant (05/14) ☒ Design Consultant Contract Award (05/14) ☒ Consultant Supplement Award (6/21) ☒ Resume Design (7/21) ☐ Design Complete (12/22) ☐ Begin ROW Phase (1/23) ☐ Begin Construction Phase (2/25) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: The City will be receiving grant funding for the ROW phase of the project. The City is currently moving forward with the design and environmental phases of the project. The City is currently looking at grant opportunities to purchase right-of-way and moving forward with the environmental phase of the project. The design on this project is moving forward. A few alternatives for the trail layout were reviewed and a final layout was selected. Selecting the final layout will allow for the environmental phase to move forward. The design on this project is on hold until FEMA discussions allow for the trail to be constructed in the floodway. BergerABAM is proceeding with the design.	
Next Critical Activities (dates): Design Complete (12/22)			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Left Bank Setback/White River Restoration (14-10)		Project Manager: Doug Beagle/Alisa O’Haver-Ayala/Robby Wright		Budget: \$60 Million	
Description: Enhance nearly 3.2 miles of riverbank. The channel will be widened by up to 200ft landward of the ordinary high to allow capacity for 100-yr event					
Schedule/Milestones: ■ Selection of Design Consultant (09/14) ■ Design Consultant Contract Award (09/14) ■ Design Complete – 24 th St (05/22) □ Bid Award – 24 th St (06/22) □ Construction Complete (12/25) □ ROW Acquisition (TBD) □ Construction Contract Award (TBD) □ Construction Complete (TBD)		Status: Bids opening on 6/7/22 for 24 th St Utility Relocation project (CIP 18-03). Permit Submitted to June Corp April 2021, out for Public Comment Moving from 65% to 90% Plans NSD Consultant Supplement Contract PW committee Meeting August A meeting took place on 5/11 and the next meeting is scheduled for 6/8. Draft Hydraulic and Sediment reports have been presented to the Dialogue Group and the next meeting is scheduled for May 11th. Hydraulic and Sediment models are under review. The dialogue group continues to meet. Consultant has begun hydraulic and sediment work. Two (2) Consultant Service Contracts are going to the 7/18/16 Council Meeting. One is Amendment #2 with West Consultants and the 2nd is with Natural Systems Design.			
Next Critical Activities (dates): Design Complete (05/22)					
Next Council Actions (dates): CM Services Agreement (06/22) Construction Contract Award (06/22) ROW Acquisition (TBD)					
Next Public Actions (dates):					

Project: Pacific Pointbar / Stewart Setback (14-10)		Project Manager: Robby Wright	Budget: \$59,474,432
Description: Over 30 acres of floodplain reconnection and fish habitat. Installation of a floodwall along 16th and levee along 140th for increased flood protection.			
Schedule/Milestones: ☐ 90% Design Complete (12/22) ☐ Property Acquisitions Complete (12/24)		Status: The contract to demolish the structures on the Bushore and Eagle properties has been awarded. Staff is preparing a notice to proceed authorizing the contractor to move forward with the demolition work.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Decant Facility (15-02)	Project Manager: Michael Kosa	Budget: \$747,000	Finance: \$390K Ecology Grant
Description: Design and construct upgrades to the Decant Facility. Improvements will include a concrete slab and a pre-engineered metal building.			
Schedule/Milestones: ■ Selection of Design Consultant (10/16) ■ Design Consultant Contract Award (11/16) ■ Design Complete (04/17) ■ Construction Contract Award (09/17) ■ Construction Complete (11/19) ■ Asphalt Contractor Selected (6/21) ■ Start Construction (8/21) ■ Construction Complete (9/21)	Status: Project in closeout Asphalt Paving Complete, Landscaping remaining Asphalt pavement work begins in mid-August Asphalt pavement work advertising for construction as small works project Project awaiting asphalt pavement after SR 410/Traffic Ave Interchange Contractor is complete Project in closeout Working on final Ecology Reimbursement. Stormwater pond construction is complete. Project is entering close-out. Negotiating change order with contractor to construct stormwater pond required by Ecology. Coordinating plans with ecology, plan to construct storm water pond and asphalt paving in 2019. Notified of \$390K Ecology Grant Building construction complete. Investigating adding asphalt driving surface to project. This project is under construction and the contractor is currently working on final completion and punchlist. This project is under construction and the contractor is currently working on floor slabs. This project is under construction and the contractor is currently working on subgrade and foundations. Western Engineering Constructors, Inc., was awarded the construction contract at a Special Council Meeting on 8/14/17. Contracts are currently being signed.		
Next Critical Activities (dates): Completion Report (7/22)			
Next Council Actions (dates): N/A			
Next Public Actions (dates): N/A			

Project: 410/Traffic Ave Interchange (15-04)	Project Manager: Andrew Leach	Budget: \$17,000,000; Construction 100% grant funded
Description: Construct a new overpass for the SR 410/Traffic Ave Interchange to meet the demands of freight and commuter traffic.		
Finance: <i>Design:</i> Sound Transit \$100K, WA State Legislature #1 \$300K, Private Dev. \$75K, Port of Tacoma #1 \$11.5K, City of Sumner \$75K, STP Grant \$313K <i>Construction:</i> FIMSB \$2.5M, Sound Transit \$5.0M, Port of Tacoma #2 \$45k, WA State Legislature #2 \$500K, Private Development \$1.0M, TIB \$3M		
Schedule/Milestones: ■ Selection of IJR Consultant (10/15) ■ Preliminary Design Consultant Contract Award (08/16) ■ Final Design Consultant Contract Award (07/17) ■ Final Design Complete (12/18) ■ Construction Contract Award (07/19) ■ Construction Complete (1/22) ☐ Project Acceptance (7/22)	Status: City is working on the project closeout process with the contractor. Contract is in the plant establishment period of the project. Contractor has completed final paving. Contractor is now working on streetlights and landscaping. New signals have been installed. Contractor is working near final paving. Contractor is working on new signals on either end of the new bridge. Construction on new bridge has started. Construction has begun, contractor is working on temp water main. Ceccanti, Inc. was awarded the contract at the July 22 nd special council meeting. A preconstruction meeting will be scheduled for early August. Bids opened 7/3/19 The final design is currently underway. The consultant agreement with Parametrix has been executed and the final design will begin in July.	

Project: Operations Facilities (17-13)		Project Manager: Doug Beagle/Alisa O'Haver-Ayala	Budget: \$30-40 Million (General and Utility Funds)
Description: Construct a new operations facility to house the water, sewer, storm and street maintenance staff and equipment. The current shops facility will be modified to house the Parks & Facilities maintenance staff and equipment as well as the community float, 1932 Kenworth fire engine, DARE GTO and the Police Department's impound and oversized evidence.			
Schedule/Milestones: ☒ Consultant Services Contract (08/18) ☐ Design Complete (8/22) ☐ Construction Contract Award (TBD) ☐ Construction Complete (9/24)		Status: Consultant working towards 100% plans and submitting for Building Permit. Open House 9-30-21 4-7 pm onsite Amendment being brought to February PWC for final design and construction management. Review of final concept 11-24-20 Work group session have begun and waiting for review of sessions. The Consultant contract has been fully executed. Consultant has been selected and working through scope and fee. RFP for Consultant Services to be advertised in February. Properties are under contract with new phase 1 environmental being done soon. Consultant is working on initial diagram/layout of facility. In negotiations with property owners and wrapping up. Design consultant has done 3-D modeling/massing studies at multiple locations. Site locations have been narrowed down and the City is moving forward with contacting property owners.	
Next Critical Activities (dates): Property Acquisition			
Next Council Actions (dates):			

Project: Biosolids Dewatering Improvements (17-18)		Project Manager: Michael Kosa	Budget: \$2,068,000
Description: Procurement and installation of a second centrifuge for the dewatering of biosolids at the Waste Water Treatment Facility. This will also include construction of a structural platform and electrical/telemetry modifications to accommodate the new centrifuge.			
Schedule/Milestones: ☒ Consultant Services Contract (12/17) ☒ Construction Contract Award (09/19) ☒ Construction Complete (12/21)		Status: Project in Closeout (Nov 2020 Update) The new centrifuge is operational. Notice to proceed with construction was issued, effected 11/1/19. Project was awarded in September 2019. Bids for construction were received in August 2019. Project was advertised in July 2019 and bids are requested in August 2019. 95% Plans and Specifications have been submitted to the City for review. Gray and Osborne is finishing up the design. An equipment procurement package has been submitted to the City staff for review. A technical memorandum and draft equipment procurement package was submitted for City review on 3/22/18, and comments returned by the City on 4/10/18. Gray and Osborne has been awarded the design contract and is proceeding with design services. Gray and Osborne has been selected as the most qualified firm to complete this work. Finance has recommended soliciting for Request for Qualifications (RFQ) for this work.	
Next Critical Activities (dates):			
Next Council Actions (dates): Construction Acceptance (6/22)			

Project: Rainier View Covered Court (18-04)		Project Manager: Andrew Leach	Budget: \$970,000
Description: This project consists of renovating the basketball court at Rainier View Park. The court will be covered with a new roof to encourage use in all weather conditions and include ADA upgrades. The court will also be painted to accommodate basketball, volleyball and pickle ball courts. The City has received grant funding from RCO and Washington State's Local Community Project Program.			
Schedule/Milestones: ■ Consultant Services Contract (10/21) □ Design Complete (12/22) □ Construction Contract Award (TBD) □ Construction Complete (12/23)		Status: The City is moving forward with the design of the project. The Consultant contract has been fully executed.	
Next Critical Activities (dates): Design Complete (12/22)			
Next Council Actions (dates): Construction Contract Award (TBD)			

Project: Sumner Tapps Highway Guardrail Upgrade (19-01)		Project Manager: Alisa O’Haver-Ayala	Budget: \$1,455,300
Finance: City Funds \$112,700, Federal HSIP Funds \$448,600, Federal STP Funds \$749,000			
Description: Evaluate and construct upgrades to existing obsolete guardrail along Sumner-Tapps Highway, resurface Sumner-Tapps Highway			
Schedule/Milestones: ■ Design Award (12/19) ■ Design Complete (06/20) ■ Obligate Construction (8/20) ■ Award Construction Contract (11/20) ■ Complete Resurfacing Construction (6/21) ■ Advertise Guardrail Construction (10/21) ■ Award Guardrail Construction (1/22) ■ Complete Guardrail Construction (5/22) □ Project Acceptance (7/22)		Status: Guardrail relocation work is complete, project is in closeout. Contractor for Guardrail relocation is making good progress. Aerial utility relocations in the vicinity of the replaced guardrail are ongoing. Resurfacing project in closeout, Guardrail relocation begins in February. Guardrail project bid opening complete, award in January Resurfacing Punchlist in progress Resurfacing Construction Underway Resurfacing scheduled to begin in late April, weather permitting Project delayed until April 2021. Bids opened and came in underbudget. Guardrail portion of project in design. Funding secured for Phase 1 resurfacing construction. Resurfacing project will construct in 2020. Consultant kickoff in February. The survey fieldwork is complete. Consultant agreement at council. Consultant qualifications being evaluated. RFQ is out for advertisement. Funding has been obligated. Staff is working w/ WSDOT to obligate Design funds. Staff is preparing paperwork to add project to federal programming	
Next Critical Activities (dates):			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Main St/Wood Ave Intersection Improvements (19-02)		Project Manager: Michael Kosa	Budget: \$209K (Design), \$250K (ROW), \$1.8M (Con.)
Finance: City funds \$1,864,000, Federal STP Funds \$405,000, \$225,000, \$1,330,000.			
Description: Develop design for replacing the obsolete signal and complete ADA upgrades to bring the intersection into compliance			
Schedule/Milestones: ☒ Design Award (10/19) ☒ Begin ROW Acquisition (09/20) ☒ 90% Design (5/21) ☐ Design Complete (6/22) ☐ Complete ROW Acquisition (6/22) ☐ Obligate Construction (8/22) ☐ Advertise for Construction (10/22) ☐ Complete Construction (9/23)		Status: Additional federal funding acquired. WSDOT Review set being developed, 2 of 4 ROW acquisitions complete 90% Design at City for Review Beginning 90% design, ROW acquisition, City funding Construction phase in 2022 Internal review of 30% Design. Additional funding acquired for right-of-way acquisition phase. Project progressing toward 30% design. Project survey complete in November. Consultant agreement award at Council. Consultant selection completed. Developing consultant agreement. Staff is completing federal obligation paperwork.	
Next Critical Activities (dates): WSDOT Review (6/22)			
Next Council Actions (dates): ROW Acquisition (6/22)			
Next Public Actions (dates):			

Project: Alder & Kincaid Utility Improvements (19-05)		Project Manager: Alisa O'Haver-Ayala	Budget: \$TBD
Description: Replacement of utilities in the Alder and Kincaid Right-of-Way in the vicinity of the Red Apple property. Necessary to replace aging infrastructure and support the town center plan redevelopment.			
Schedule/Milestones: ☒ Select Design Consultant (10/19) ☒ Award Final Design Contract (7/20) ☐ Bid Award (06/22) ☐ Construction Complete (03/24)		Status: Construction bids opened on 05/19. Pending award. Consultant is packaging phase 1 of the bid set plans/specs with the Academy Street Bike Lanes project for construction under the Town Center: Utility and Woonerf project. Design work has begun to incorporate Main Street Visioning streetscape components along with the Academy Street Bike Lanes within Alder and Kincaid around Heritage Park. Design development work has been completed and staff is recommending a final design contract for council approval. Request for Qualifications were received in August. Staff is working on finalizing the project extents before negotiating a scope and budget with the consultant. Project requirements are being compiled in advance of design consultant selection.	
Next Critical Activities (Dates): Construction Contract Award (6/22)			
Next Council Actions (dates): Construction Contract Award (6/22)			
Next Public Actions (dates):			

Project: 160 th Retrofit and Pervious Sidewalks (19-08)		Project Manager: Andrew Leach	Budget: \$450,000 (State and City funds)
Finance: Ecology and Complete Street Funds			
Description: Installing pervious sidewalks on 160 th that will fill in the sidewalk gap between the YMCA and main Street			
Schedule/Milestones: ■ Selection of Design Consultant (09/19) ■ Design Consultant Contract Award (03/20) ■ Design Complete (3/22) ■ Construction Contract Award (4/22) ☐ Construction Complete (9/22)		Status: The project is awarded and awaiting start of construction Plans have been approved by Ecology. The project will be going out to bid. The 100% plans have been submitted to Ecology for review. 90% Plans have been accepted by Ecology. The City is finalizing the 100% plans and will be sending them to Ecology for review before bidding the project for construction. The 90% design is with Ecology for Review. Design is 30% complete and moving forward to final design.	
Next Critical Activities (dates):		Starting project design.	
Next Council Actions (dates):		Grant agreement passed by Council.	
Next Public Actions (dates):		City is working on grant agreement with DOE. Staff is currently reviewing SOQs to select a design consultant for the project.	

Project: South Tank Seismic Retrofit (19-10)		Project Manager: Michael Kosa	Budget: \$2,463,900
Description: Design and construction of seismic improvements to improve the resiliency of the south tank reservoir.			
Schedule/Milestones: ■ Select Design Consultant (1/20) □ Bid Award (9/22) □ Construction Complete (3/23)		Status: plans and specifications approved by Department of Health, preparing to bid A delay in the design was encountered due to damages to the facilities during the Sumner Grade Fire that prevent the tank from being drained. Design work resumed in March 2021.	
Next Critical Activities (Dates): Construction Contract Award (7/22)			
Next Council Actions (dates): Construction Contract Award (7/22)			
Next Public Actions (dates): N/A			

Project: LS #2 and #6 Control Panel Replacement (20-04)	Project Manager: Michael Kosa	Budget: \$1,010,000
Description: Design and installation of replacement control panels at lift stations #2 and #6		
Schedule/Milestones: ☒ Select Design Consultant (10/20) ☐ Bid Award (TBD) ☐ Construction Complete (TBD)	Status: Design is complete. Will advertise as staffing permits.	
Next Critical Activities (Dates):		
Next Council Actions (dates):		
Next Public Actions (dates): N/A		

Project: Rivergrove Community Pedestrian Bridge over SR 410 (20-07)	Project Manager: Andrew Leach	Budget: \$5,000,000
Finance: Sound Transit funds (\$452,000) (Design Only)		
Description: Construct a new pedestrian bridge over SR 410 at Sumner Ave to provide a non-motorized connection to the Rivergrove Neighborhood.		
Schedule/Milestones: ☒ Grant Agreement Complete (06/20) ☒ RFQ (06/20) ☒ Consultant Agreement Award (12/20) ☐ Design Complete (12/24) ☐ Right of Way Acquisition Complete (12/22) ☐ Construction Complete (12/26)	Status: The 30% plans have been reviewed and approved by WSDOT. The 30% plans are complete and have been sent to WSDOT for approval. The Consultant is working towards 30% design of the project. Contract will be awarded at the December Council Meeting The City has completed consultant interviews and will be working with V+M Structural Design to execute a scope and fee. City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): Consultant Design Supplement (8/22)		
Next Council Actions (dates): Consultant Design Supplement (8/22)		
Next Public Actions (dates):		

Project: Academy Street Bike Lanes (20-08)		Project Manager: Alisa O’Haver-Ayala	Budget: \$ 972,225
Finance: Sound Transit funds (\$875,000)			
Description: Develop an east-west bicycle corridor extending east from the Sumner Sound Transit Station to Wood Avenue.			
Schedule/Milestones: ■ Grant Agreement Complete (06/20) ■ RFQ (06/20) ■ Consultant Agreement Award (10/20) ■ Preliminary Design Complete (3/21) ■ Public Outreach (04/21) ■ Design Complete (4/22) □ Construction Contract Award (06/22) □ Construction Complete (06/23)		Status: Construction bids opened on 05/19. Pending award. Consultant is packaging bid set plans/specs with the Alder/Kincaid Utilities project for construction under the Town Center: Utility and Woonerf project. Public Engagement completing, consultant beginning Final Design Consultant beginning conceptual design phase City is evaluating consultant qualifications City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): Construction Contract Award (6/22)			
Next Council Actions (dates): Construction Contract Award (06/22)			
Next Public Actions (dates):			

Project: Sidewalk Improvements (20-10)		Project Manager: Andrew Leach	Budget: \$1.7 million
Description: This project provides for the improvement of sidewalk and ADA curb ramps within the Sound Transit Focus Area and Rivergrove Area. The project also includes erosion control, installation of new hydrants, storm utilities and electrical conduit for future street lighting, as well as paving, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications.			
Schedule/Milestones: ■ Consultant Services Contract (09/20) ■ Design Complete (05/21) ■ Construction Contract Award (06/21) □ Construction Complete (4/22)		Status: Project has reached substantial completion. Contractor is working on punchlist items. Contractor is steadily moving forward with sidewalk replacement. Contractor is almost complete with the sidewalk work in the Rivergrove Neighborhood. Contractor is currently working on Ryan Ave and Maple Street Construction is set to begin beginning of August Project is out to bid and the construct contract award will go to City Council in 06/21.	
Next Critical Activities (dates): Construction Complete (4/22)			
Next Council Actions (dates): Project Acceptance (7/22)			

Project: Treatment Facility Access Platforms (21-04)		Project Manager: Michael Kosa	Budget: \$135,000
Description: Installation of access platforms at the headworks screens and biosolids dryer.			
Schedule/Milestones: ■ Select Design Consultant (5/21) □ Bid Award (7/22) □ Construction Complete (9/22)		Status: The bid package is being prepared to solicit for construction bids. Staff has reviewed 90% design drawings.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Aeration Control Upgrade (21-05)		Project Manager: Michael Kosa	Budget: \$135,000 (Seeking \$34,000 Energy Saving Grants)
Description: Reprogram the blower operation based on Ammonia levels for increased plant efficiency.			
Schedule/Milestones: ■ Select Design Consultant (7/22) □ Bid Award (TBD) □ Construction Complete (TBD)		Status: Grant agreement approved, onboarding consultant The City has identified approximately \$34,000 in energy grant funding available for this project. 	

Project: ESN Salmon Creek Channel Realignment (21-08)		Project Manager: Michael Kosa	Budget: \$ 380,000 (City Storm Funds)
Description: Reconfigure Salmon Creek to new stream channel, modify fish exclusions, and rehab existing culvert under 60th St.			
Schedule/Milestones: ■ Consultant Agreement (6/21) ■ Design Complete (5/22) ☐ Construction Contract Award (6/22) ☐ Construction Complete (12/22)		Status: Project pending award Project design underway RFQ Process Completed, Consultant Selected, Design Agreement heading to Council	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Auto Lane Sewer Force Main Replacement (21-09)		Project Manager: Michael Kosa	Budget: \$300,000
Description: Replace portions of the sewer force main extending from Auto Lane into 166th Avenue E.			
Schedule/Milestones: ■Select Design Consultant (6/21) □Bid Award (11/22) □Construction Complete (8/23)		Status: Project design is underway.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Sumner Tank Recoating (21-10)		Project Manager: Michael Kosa	Budget: \$657,000
Description: Recoating of the Sumner Springs Reservoir.			
Schedule/Milestones: ■ Select Design Consultant (6/21) □ Bid Award (9/22) □ Construction Complete (12/22)		Status: Approved by department of health, pending advertisement 90% plans at Department of Health for Review	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Maple St Ped Signal, Citywide Backplates (21-11)		Project Manager: Alisa O’Haver-Ayala	Budget: \$431,000 (95% federal, 5% city general fund)
Description: Upgrade Traffic Ave and Maple St Crosswalk to a pedestrian signal, install signal backplates.			
Schedule/Milestones: ■ Programming (9/21) ■ Consultant Services Agreement (3/22) □ Design Complete (7/22) □ Construction Contract Award (12/22) □ Construction Complete (9/23)		Status: Met with WSDOT for NEPA kick-off. Consultant is continuing design with preferred alternative. Consultant is beginning design. A consultant agreement will be at Council in March. Qualifications of firms are being evaluated. Interviews in January. RFQ advertised Project being programed and obligated to begin the design phase	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Biosolids Dryer Repair and Replacement (21-17)		Project Manager: Michael Kosa	Budget: TBD
Description: Biosolids Equipment Modernization at the Waste Water Treatment Facility.			
Schedule/Milestones: ☒ Consultant Services Agreement (2/22) ☐ Concept Report (12/22) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: Study in progress, draft study in June A committee consisting of Bonney Lake and Sumner staff have reviewed the Statements of Qualifications received and identified Gray & Osborne as the most qualified firm for this work. A Request for Qualifications to solicit interest from firms in the development, design, and implementation of this project has been published. Project may include the Dryer, Dissolved Air Flotation Thickener, Polymer Feed Systems, and Waste Gas Burner.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 160th Storm Improvements (RM012)		Project Manager: Robby Wright	Budget: \$524,500
Description: Put existing roadside ditch into piped storm line, reducing iron algae, trash, and maintenance while providing space for future pedestrian route.			
Schedule/Milestones: ☒ Construction Award (7/21) ☒ Construction Complete (12/21)		Status: Project in closeout Contractor onsite as on 7/26/21. Potholing and mobilization taking place. 30 working days for project, contractor expects needing less.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 24th / 142nd Intersection Treatment (21-20)		Project Manager: Robby Wright	Budget: \$171,100
Description: Add enhanced treatment to untreated storm drains on corner of 142nd and 24th.			
Schedule/Milestones: ☒ Consultant Task Order (7/21) ☐ Construction Start (10/22) ☐ Construction Complete (2/23)		Status: KPG Task Order / contract request in progress. Scope amended to keep within total task order allowance. 30% Design Completed January 2022. 60% Design in progress	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 63rd St Ct Trunk Line Relocation		Project Manager: Robby Wright	Budget: \$198,900
Description: Reroute existing storm main from under existing building.			
Schedule/Milestones: ■ Consultant Task Order (9/21) □ Design Complete (6/22) □ Construction Award (9/22) □ Construction Complete (3/23)		Status: Preliminary Design concept completed. Scope modified to include enhanced treatment. Utility potholing showed conflicts between proposed storm and existing sewer. Re-planning alternatives to minimize conflicts and disturbance.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Salmon Creek Culvert Replacements		Project Manager: Robby Wright	Budget: \$609,700
Description: Replacement of remaining culverts on Salmon Creek, downstream of Main. Phase 1 will be design & permitting.			
Schedule/Milestones: ☐ Consultant Contract (6/23) ☐ Bid Award (3/23) ☐ Construction Complete (12/24)		Status: 125k Grant request put in to FCZD to help fund design	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Small Works Projects

Project: Roadway Paint Line Application (W-21-07)		Project Manager: Michael Kosa	Budget: \$71,050 (General Funds) (2 years of painting)
Description: Complete annual paint pavement marking			
Schedule/Milestones: ☒ Verify Painting Schedule (7/21) ☒ Complete Construction (9/21) ☒ Select Contractor (7/22) ☒ Complete Construction (9/22)		Status: Project is in closeout County contacted the City to notify of paint shortage, City staff put the work out to bid for contractors, contractor selected and currently being scheduled County to Schedule work in Summer 2021	
Next Critical Activities (dates): N/A			

Project: Crack Seal Application (W-21-06)		Project Manager: Andrew Leach	Budget: \$125,000 (General Funds) (2 years of sealing)
Description: Complete crack sealing application to local roads to preserve roadway surfaces			
Schedule/Milestones: ☒ 2021 Project Advertisement (7/21) ☒ 2021 Select Contractor (8/21) ☒ 2021 Construction Complete (10/21) ☐ 2022 Project Advertisement (7/22) ☐ 2022 Select Contractor (7/22) ☐ 2022 Construction Complete (09/22)		Status: 2021 work is complete. The project is in the closeout process. Contractor is almost complete with the project. About 2 tons of material are left to be placed. The low bidder was Central Paving, LLC. They are beginning work on 9/1/2021 and expect to be with the project in two weeks. 2021 Project is out to bid. Project being set up. Work areas being identified.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Pavement Patching		Project Manager: Andrew Leach	Budget: \$120,000 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (07/22) ☐ Select Contractor (08/22) ☐ Construction Complete (09/22)		Status: Project pushed back to summer 2022 Project being set up. Work areas being identified. Project may be pushed back to 2022.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Other Projects

Project: Intelligent Transportation System (ITS) Study (21-07)		Project Manager: Michael Kosa	Budget: \$35,000 (General Fund)
Description: Analyze existing ITS system citywide, identify and prepare planning level cost estimates for system improvements.			
Schedule/Milestones: ☐ Study Begins (3/22) ☐ Study Complete (6/22)		Status: Project delayed due to staffing situation Consultant selected, negotiating scope for study	
Next Critical Activities (dates):			
Next Council Actions (dates):			