



The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (Council Chambers), or virtually by using the meeting access link below.

Please click the link below to join the webinar:

<https://sumnerwa-gov.zoom.us/j/86390192946>

Or One tap mobile : US: +12532158782,,86390192946# or +13462487799,,86390192946#; or Telephone: +1 253 215 8782 Webinar ID: 863 9019 2946

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.

CONSENT AGENDA

1. Approval of the checks and electronic payments in the amount of \$1,151,742.71.
2. Resolution No. 1630 - Setting Public Hearing for Houston Road Annexation
3. 24th St Utility Relocation - Construction Management Services
4. 24th Street Utility Relocation - Construction Contract Award
5. Sumner Texaco Heritage Park Remediation - Consultant Services Agreement
6. Resolution No. 1626 - Updated WSDOT Right-of-Way Procedures
7. Purchase and Sale Agreement: Partial Acquisition of 1313 Main St (Day and Night Grocery) For Main and Wood Intersection Project
8. Resolution No.1628 - Rejecting all bids for CIP 21-08: Salmon Creek Channel Realignment
9. Resolution No.1627 - Interlocal Agreement with WSDOT for Gateway Funding
10. Approval of the council meeting from the regular council meeting of June 6, 2022 and the study session of June 13, 2022.

PUBLIC HEARING

1. Ordinance No. 2821 - Expanding Multifamily Tax Exemption Residential Target Areas

REGULAR BUSINESS

1. Unfinished Business

2. Public Comment (Limit 3 minutes)

Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on the date of the meeting. Any written comments received will be read into the record and provided to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.

3. New Business

a. Ordinance No. 2825 - Stormwater Source Control Code Update Sumner Municipal Code 13.48

b. Ordinance No. 2826 - Stormwater Manual Adoption Sumner Municipal Code 13.48

e. ~~Town Center: Utility & Woonerf Project – Construction Contract Award~~

c. Ordinance No. 2820 – Amending the 2021/2022 Biennial Budget

d. ~~Ordinance No. 2820 – Amending the 2021/2022 Biennial Budget~~

d. Town Center: Utility & Woonerf Project – Construction Contract Award

4. Reports

a. Council

b. City Administrator

c. Mayor

5. Executive Session

6. Adjournment

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact the City Clerk at (253) 299-5590, 24 hours in advance.

SUBJECT: Approval of the checks and electronic payments in the amount of \$1,151,742.71.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Claims Voucher - Signature Page

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Electronic payments and checks in the amount of \$1,151,742.71.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as stated.



**CLAIMS VOUCHER
APPROVAL**
City of Sumner Finance
Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 28453	To: 28555	\$509,302.32 *
AP Electronic (EFTs) Payments:	From: 394	To: 401	\$65,991.72
AP Wire(s):	From: 15180	To: 15185	\$4,795.84
Payroll DD Numbers:	From: 51704	To: 51829, 4215	\$335,626.02
Payroll Check(s):	From: -	To: -	\$0.00
Payroll Wire(s):	From: 4213 - 4214,	To: 4216 - 4221	\$236,026.81
TOTAL			\$1,151,742.71

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

DocuSigned by:

Kassandra Raymond

0A6D5E6EBAEC4A6...

Chief Financial Officer

6/6/2022 | 11:41 AM PDT

Date

We, the undersigned Finance & Personnel Committee of the Sumner City Council, Sumner, Washington, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of \$1,151,742.71 this 6th day of June 2022.

DocuSigned by:

[Signature]

708BA263DE984E7

Chair

DocuSigned by:

Barbara Bitetto

74E2EC62EDD845C

Member

DocuSigned by:

Patricia Cole

1E36614FF4084BF...

Member

6/6/2022 | 5:07 PM PDT

Date

6/3/2022 | 1:23 PM PDT

Date

6/4/2022 | 6:44 PM PDT

Date

* Includes \$4,297.22 in Use Tax and (\$42,174.06) in Check Voids.

SUBJECT: Resolution No. 1630 - Setting Public Hearing for Houston Road Annexation

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1630 - Setting Public Hearing for Houston Road Annexation

STAFF CONTACT: Ann Siegenthaler, Senior Planner

SUMMARY BACKGROUND:

The City has received an annexation request from property owners for an area known as the “Houston Road Annexation” area. The area is comprised of approximately 12.6 acres and 18 parcels, located adjacent to city limits within Sumner’s urban growth area (UGA). Under state law, property located within the UGA may be annexed to its respective city, following state-adopted procedures for annexations.

In September 2021, the City Council authorized the applicants to circulate an annexation petition to property owners. In April 2022, the applicant submitted the required petition documents to the City, which were forwarded to the Pierce County Assessor-Treasurer for signature certification. On May 12, 2022 the Assessor-Treasurer certified the petition. Once the petition is certified, the City Council may set a hearing date for the annexation request.

COUNCIL COMMITTEE/STUDY SESSION: N/A
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MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Set a public hearing for Houston Road Annexation for August 1, 2022.

**RESOLUTION NO. 1630
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, SETTING A HEARING DATE FOR CONSIDERATION OF AN
ORDINANCE TO ANNEX THE HOUSTON ROAD ANNEXATION AREA.**

WHEREAS, the area known collectively as the Houston Road Annexation Area comprises approximately 12.6 acres consisting of 18 contiguous parcels located west of Houston Road and northwest of Valley Avenue/Cannery Way, more specifically depicted in Exhibit A Map; and

WHEREAS, on August 23, 2021 at the request of private property owners in the annexation area, hereinafter referred to as the initiating parties, the City Council met with the initiating parties to review the annexation request; and

WHEREAS, on September 20, 2021 pursuant to RCW 35A.14.120, the City Council authorized by Resolution No. 1596 the circulation of a petition for annexation; and

WHEREAS, on April 13, 2022 the initiating parties submitted an annexation petition signed by owners of real property in the annexation area, pursuant to RCW 35A.14; and

WHEREAS, on May 12, 2022 in accordance with RCW 35A.01.040 the Pierce County Assessor-Treasurer issued a declaration of sufficiency certifying that the petition bears the names and purported signatures of persons who are owners of at least 60% of the assessed value of the area proposed for annexation; and

WHEREAS, the annexation area is located within the City of Sumner's adopted Urban Growth Area which identifies areas outside of corporate city limits as logical areas for future incorporation into city limits and provision of City services; and

WHEREAS, the City believes that annexation of the area would provide a logical extension of city limits within the Urban Growth Area, is necessary to remedy the bisection of properties by the existing city limit line, and would be generally in the public interest; and

WHEREAS, under RCW 35A.14.130 the City must hold a public hearing allowing public testimony regarding the above referenced annexation, and the date and time for such hearing must be set by a resolution passed by the City Council;

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

Section 1. Hearing Date. A public hearing to consider an ordinance to annex the Houston Road Annexation area as described herein and shown on Exhibit A is hereby set to occur at approximately 6:00 p.m., at the regular Council meeting of the Sumner City Council on August 1, 2022.

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 passage

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

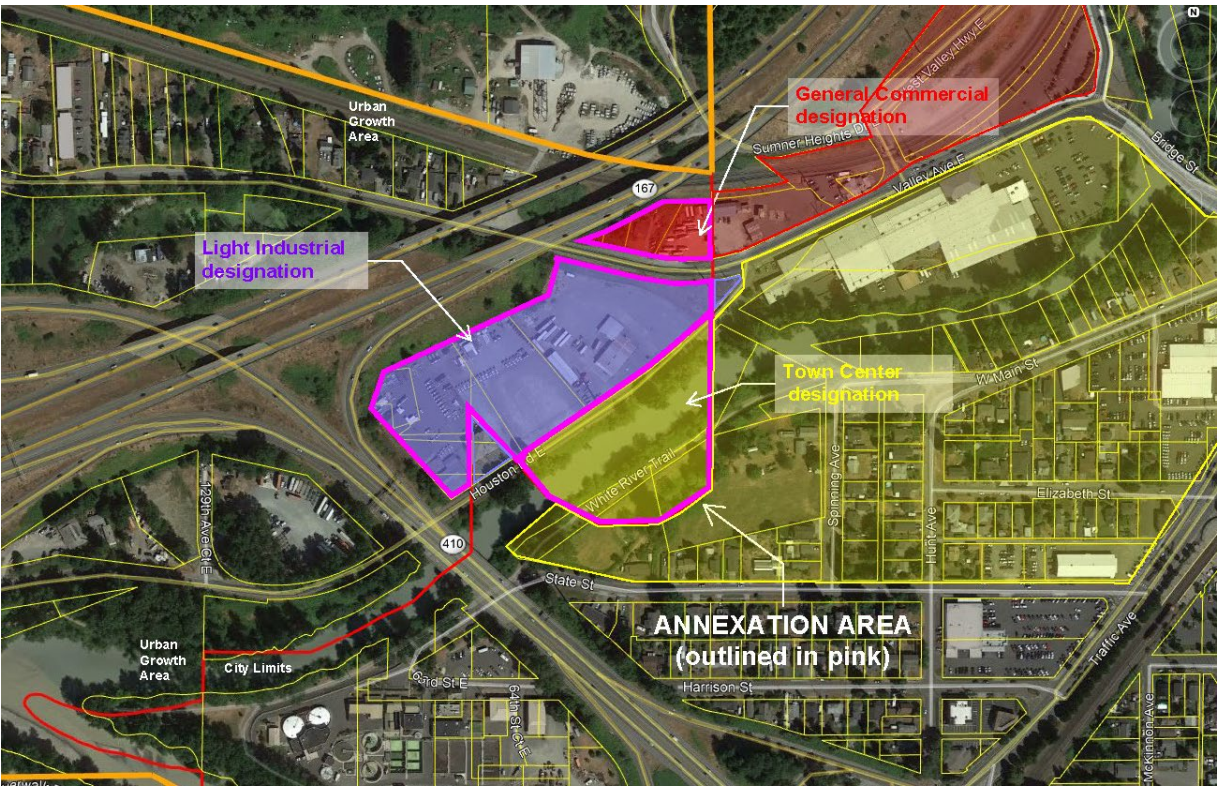
ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse

City Attorney Andrea Marquez

EXHIBIT A



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 Street Utility Relocation - Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$4,917,822.87

Within Budget Allocation: Yes

ATTACHMENTS:

1. Public Works Contract
 2. CIP 18-03 Bid Tabulation
-

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.

Four (4) bids were received on June 7, 2022 for this project. The lowest responsive bid was submitted by Johansen Construction Company, LLC with a bid amount of \$4,470,748.06. With 10% contingency, the total budgeted value is \$4,917,822.87. 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 Johansen Construction Company, LLC in an amount not-to-exceed \$4,917,822.87 for the 24th Street Utility Relocation project (CIP 18-03), substantially in a form approved by the City Attorney.

PUBLIC WORKS CONTRACT between City of Sumner and

JOHANSEN CONSTRUCTION COMPANY, LLC

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 Johansen Construction Company, LLC, 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

24th Street Utility Relocation (CIP 18-03)

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: Shane Webley, Vice President Johansen Construction Company, LLC PO Box 674 Buckley, WA 98321 360-829-6493	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

SCHEDULE OF PRICES 24th Street E Utility Relocation 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.	QUANTITY & UNIT	ITEM WITH UNIT PRICED BID	UNIT PRICE Dollars Cts.	AMOUNT Dollars Cts.
24th Street E Utility Relocation				
SCHEDULE A: GENERAL CONSTRUCTION				
1 SS	1 EQ. ADJ.	Minor Change, per Equity Adjustment 1-04	\$100,000.00	\$100,000.00
2 SP	1 LS	Construction Surveying, per Lump Sum 1-05	LUMP SUM	\$ 10,850.00
3 SP	1 LS	Record Drawings (Min. Bid \$2,000), per Lump Sum 1-05	LUMP SUM	\$ 2,000.00
4 SP	1 LS	SPCC Plan, per Lump Sum 1-07	LUMP SUM	\$ 2,500.00
5 SS	1 LS	Mobilization, per Lump Sum 1-09	LUMP SUM	\$ 321,000.00
6 SP	1 LS	Project Temporary Traffic Control, per Lump Sum 1-10	LUMP SUM	\$ 56,000.00
7 SS	1 LS	Clearing and Grubbing, per Lump Sum 2-01	LUMP SUM	\$ 8,050.00
8 SP	1 LS	Removal of Structures and Obstructions, per Lump Sum 2-02	LUMP SUM	\$ 68,500.00
9 SP	3,360 SY	Remove Asphalt Conc. Pavement, per Square Yard 2-02	\$ 11.00	\$ 36,960.00
10 SP	6 EA	Potholing, per Each 2-02	\$ 510.00	\$ 3,060.00
11 SP	200 TON	Crushed Surfacing Top Course, per Ton 4-04	\$ 58.50	\$ 11,700.00
12 SS	450 TON	Commercial HMA, per Ton 5-04	\$ 125.00	\$ 56,250.00
13 SP	1 LS	Erosion Control and Water Pollution Prevention, per Lump Sum 8-01	LUMP SUM	\$ 33,250.00
14 SS	5,700 LF	Silt Fence, per Linear Foot 8-01	\$ 4.85	\$ 27,645.00
15 SP	200 SY	Seeded Lawn Installation, per Square Yard 8-02	\$ 80.00	\$ 16,000.00
Subtotal Schedule A				\$ 753,765.00
WSST (9.4%)				\$ 70,853.91
Total Schedule A				\$ 824,618.91
SCHEDULE B: STORMWATER IMPROVEMENTS				
16 SP	1 LS	Shoring or Extra Excavation Class B (Storm), per Lump Sum 2-09	LUMP SUM	\$ 1,000.00
17 SP	280 LF	Ductile Iron Culvert Pipe 12 In. Diam. , per Linear Foot 7-02	\$ 110.00	\$ 30,800.00
18 SP	2 EA	Catch Basin Type 1, per Each 7-05	\$ 2,560.00	\$ 5,120.00
Subtotal Schedule B				\$ 36,920.00
WSST (9.4%)				\$ 3,470.48
Total Schedule B				\$ 40,390.48

SCHEDULE OF PRICES 24th Street E Utility Relocation 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.	QUANTITY & UNIT	ITEM WITH UNIT PRICED BID	UNIT PRICE Dollars Cts.	AMOUNT Dollars Cts.
24th Street E Utility Relocation				
SCHEDULE C: POTABLE WATER IMPROVEMENTS				
19 SP	1 LS	Shoring or Extra Excavation Class B (Water), per Lump Sum 2-09	LUMP SUM	\$ 500.00
20 SP	80 CY	CDF for Pipe Abandonment (Water), per Cubic Yard 7-08	\$ 194.00	\$ 15,520.00
21 SP	200 LF	CL 52 Ductile Iron Pipe for Water Main 16 In. Diam., per Linear Foot 7-09	\$ 260.00	\$ 52,000.00
22 SP	2 EA	Connect to Existing Water Main (West and East), per Each 7-09	\$ 4,060.00	\$ 8,120.00
23 SP	1 EA	Butterfly Valve 16 In., per Each 7-12	\$ 7,170.00	\$ 7,170.00
24 SP	2 EA	Combination Air Valve Assembly 2 In., per Each 7-12	\$ 12,400.00	\$ 24,800.00
25 SP	1 EA	Tapping Sleeve and Valve Assembly 16 In. x 6 In., per Each 7-12	\$ 6,740.00	\$ 6,740.00
26 SP	2 EA	Hydrant Assembly, per Each 7-14	\$ 9,720.00	\$ 19,440.00
27 SP	1 EA	Service Connection 2 In. Diam., per Each 7-15	\$ 14,400.00	\$ 14,400.00
28 SP	1,758 LF	Horizontal Directional Drilling for Water, per Linear Foot 7-16	\$ 652.00	\$ 1,146,216.00
Subtotal Schedule C			\$	1,294,906.00
WSST (9.4%)			\$	121,721.16
Total Schedule C			\$	1,416,627.16
SCHEDULE D: SANITARY SEWER IMPROVEMENTS				
29 SP	1 LS	Pump Station Fill & Grade, per Lump Sum 2-03	LUMP SUM	\$ 27,850.00
30 SP	1 LS	Shoring or Extra Excavation Class B (Sewer), per Lump Sum 2-09	LUMP SUM	\$ 1,000.00
31 SS	520 SY	Construction Geotextile for Soil Stabilization, per Square Yard 2-12	\$ 7.35	\$ 3,822.00
32 SP	11 EA	Ecology Block, per Each 6-10	\$ 139.00	\$ 1,529.00
33 SP	1 EA	Manhole 48 In. Diam. Type 1, per Each 7-05	\$ 7,250.00	\$ 7,250.00
34 SP	10 CY	Unsuitable Pipe Foundation Excavation Incl. Haul (Gravity Sewer), per Cubic Yard 7-08	\$ 273.00	\$ 2,730.00
35 SP	80 CY	CDF for Pipe Abandonment (Sewer), per Cubic Yard 7-08	\$ 193.00	\$ 15,440.00
36 SP	1,829 LF	Horizontal Directional Drilling for Sewer, per Linear Foot 7-16	\$ 260.00	\$ 475,540.00
37 SP	10 LF	PVC Sanitary Sewer Pipe 12 In. Diam, per Linear Foot 7-17	\$ 264.00	\$ 2,640.00
38 SP	100 LF	CL 52 Ductile Iron Pipe for Sewer Force Main 6 In. Diam., per Linear Foot 7-17	\$ 288.00	\$ 28,800.00
39 SP	80 LF	CL 52 Ductile Iron Pipe for Sewer Force Main 8 In. Diam., per Linear Foot 7-17	\$ 344.00	\$ 27,520.00
40 SP	2 EA	Comb. Air Release/Vacuum Valve Assembly 2 In. (Sewer), per Each 7-17	\$ 13,425.00	\$ 26,850.00

SCHEDULE OF PRICES 24th Street E Utility Relocation 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.	QUANTITY & UNIT	ITEM WITH UNIT PRICED BID	UNIT PRICE Dollars Cts.	AMOUNT Dollars Cts.
24th Street E Utility Relocation				
41 SP	1 EA	Comb. Air Release/Vacuum Valve Assembly 3 In. (Sewer), per Each 7-17	\$ 23,825.00	\$ 23,825.00
42 SP	1 EA	Connect to Existing Sewer Force Main (West), per Each 7-17	\$ 3,625.00	\$ 3,625.00
43 SP	1 EA	Connect to Existing Sewer Force Main (East), per Each 7-17	\$ 6,675.00	\$ 6,675.00
44 SP	1 LS	Construction Surveying and Staking - Pump Station, per Lump Sum Part 3-CSI	LUMP SUM	\$ 9,625.00
45 SP	1 LS	Dewatering - Pump Station, per Lump Sum 8-05/ Part 3-CSI	LUMP SUM	\$ 75,000.00
46 SP	1 LS	Shoring & Excavation Safety System, per Lump Sum Part 3-CSI	LUMP SUM	\$ 500.00
47 SP	1 LS	Pump Station 14, per Lump Sum Part 3-CSI	LUMP SUM	\$ 749,000.00
48 SP	1 LS	Electrical, Instrumentation & Controls - Pump Station, per Lump Sum Part 3-CSI	LUMP SUM	\$ 430,000.00
49 SP	1 LS	Existing Pump Station Demolition, per Lump Sum Part 3-CSI	LUMP SUM	\$ 41,850.00
Subtotal Schedule D				\$ 1,961,071.00
WSST (9.4%)				\$ 184,340.68
Total Schedule D				\$ 2,145,411.68
SCHEDULE E: PSE GAS MAIN REMOVAL				
50 SP	1 LS	Remove and Dispose of Gas Main 16 In. Diam., per Lump Sum 2-02	LUMP SUM	\$ 33,625.00
51 SP	1 LS	Shoring or Extra Excavation Class B (Gas), per Lump Sum 2-09	LUMP SUM	\$ 500.00
52 SP	30 CY	CDF for Pipe Abandonment (Gas Main), per Cubic Yard 7-08	\$ 194.00	\$ 5,820.00
Subtotal Schedule E				\$ 39,945.00
WSST (9.4%)				\$ 3,754.83
Total Schedule E				\$ 43,699.83
TOTAL BID (Schedules A+B+C+D+E)				\$ 4,470,748.06

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

_____,
Johansen Construction Company, LLC

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

[illegible]

Bid Tabulation

[illegible]

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: _____ <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: 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: Resolution No. 1626 - Updated WSDOT Right-of-Way Procedures

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1626 - Updated WSDOT Right-of-Way 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

(253)299-5702

1104 Maple Street; Sumner, WA 98390

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, conceptual 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: Purchase and Sale Agreement: Partial Acquisition of 1313 Main St (Day and Night Grocery) For Main and Wood Intersection 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 the Day and Night Grocery 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)

County of Pierce) : ss

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;

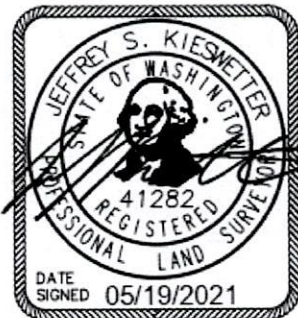
THENCE NORTH 89°18'51" WEST, 30.00 FEET TO THE WEST RIGHT-OF-WAY
MARGIN OF SAID WOOD AVENUE AND THE TRUE POINT OF BEGINNING;

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.

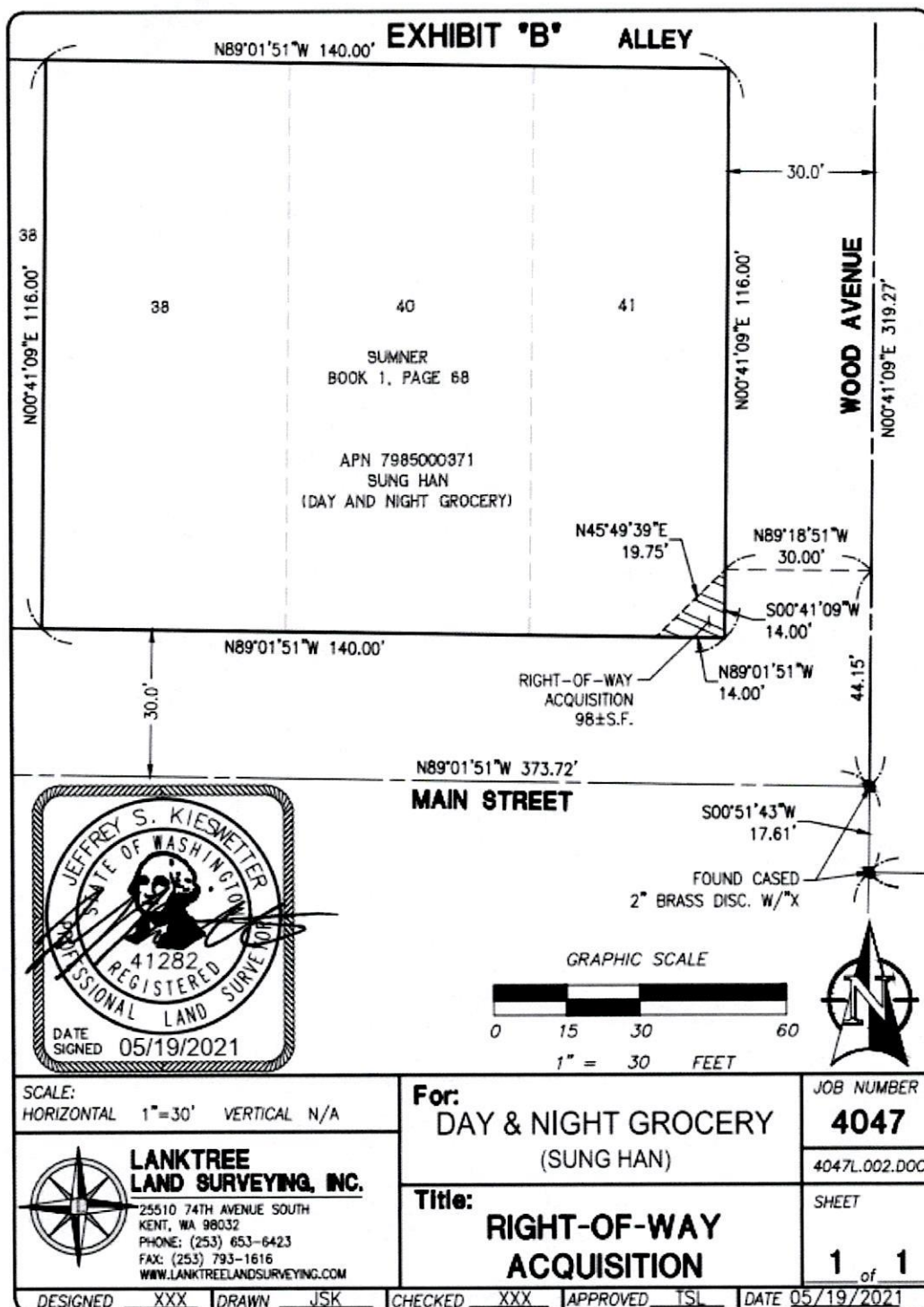
CONTAINING 98± SQUARE FEET



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

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Personal property?

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This property is located in Sumner

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See attached

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(see back of last page for instructions)

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Date _____

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Signature _____

Signature _____

Print name _____

Print name _____

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Name (print) SUNGHO HAN

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

Signature of grantee or agent _____

Name (print) _____

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SUBJECT: Resolution No.1628 - Rejecting all bids for CIP 21-08: Salmon Creek Channel Realignment

CATEGORY: Consent

BUDGET IMPACT: N/A

ATTACHMENTS:

1. Resolution No.1628 - Rejecting all bids for CIP 21-08: Salmon Creek Channel Realignment

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.

In June 2022, the City received one responsive bid for the construction of the channel realignment. The engineer's estimate for the project was \$385,585. The responsive bid was more than \$350,000 over the budget. It is in the public's best interest to revise the scope of the project and potentially rebid this project at a later date.

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.1628 - Rejecting all bids for CIP 21-08: Salmon Creek Channel Realignment

**RESOLUTION NO. 1628
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, REJECTING
ALL BIDS FOR CIP 21-08: SALMON CREEK CHANNEL REALIGNMENT.**

WHEREAS, the City of Sumner solicited bids for this project through the Small Works Roster process, identified as CIP 21-08: Salmon Creek Channel Realignment; and

WHEREAS, on June 6th, 2022 one responsive bid was received by the city; and

WHEREAS, the Engineer's Estimate for the project was \$385,585.00; and

WHEREAS, the bid received exceeded the budget for the project by more than \$350,000.00; and

WHEREAS, in light of the circumstances, it is not in the public interest to proceed in awarding the contract.

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

Section 1. Bid Rejection. Pursuant to its authority under RCW 35.23.352, the City Council hereby rejects all bids received for Bid Number W-21-08: Salmon Creek Channel Realignment, and authorizes the Public Works Director or designee to make further calls for bids in the same manner as the original call for this project.

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.

This resolution shall take effect and be in full force immediately upon passage by the City Council.

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

Kathy Hayden, Mayor

Attest:

Michelle Converse, City Clerk

Approved as to form:

Andrea J. Marquez, City Attorney

Project Name:	Salmon Creek Channel Realignment
CIP No.:	21-08
Acct No.:	
Bid Opening Date:	June 6, 2022

Notes:

Indicates error corrected by PW dept

Indicates Bidder modified Proposal

Indicates Revision Due to Duplication

\$X,XXX.XX

\$X,XXX.XX

*

Engineer's Estimate

Bidder #1

Northwest Cascade
PO Box 73399
Puyallup, WA 98373

Bid Item	Bid Item Description	Unit	Quant	Engineer's Estimate		Bidder #1	
				Total Unit Price	\$385,585.00 Amount	Total Unit Price	\$763,562.00 Amount
100	Minor Changes	EQ ADJ	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
101	Record Drawings	LS	1	\$500.00	\$500.00	\$500.00	\$500.00
102	Resolution of Utility conflicts	FA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
103	Roadway Surveying	LS	1	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00
104	SPCC Plan	LS	1	\$2,000.00	\$2,000.00	\$500.00	\$500.00
105	Mobilization	LS	1	\$35,000.00	\$35,000.00	\$75,000.00	\$75,000.00
106	Project Temporary Traffic Control	LS	1	\$15,000.00	\$15,000.00	\$37,000.00	\$37,000.00
107	Tree Removal	EA	3	\$1,500.00	\$4,500.00	\$4,000.00	\$12,000.00
108	Removal of Structures and Obstructions	LS	1	\$5,000.00	\$5,000.00	\$70,000.00	\$70,000.00
109	Remove and Salvage Sheet Pile Cofferdam	LS	1	\$30,000.00	\$30,000.00	\$26,000.00	\$26,000.00
110	Streambed Gravel	TON	53	\$100.00	\$5,300.00	\$100.00	\$5,300.00
111	Gravel Borrow Inc. Haul	TON	121	\$60.00	\$7,260.00	\$78.00	\$9,438.00
112	Channel Excavation Inc. Haul	LF	81	\$70.00	\$5,670.00	\$110.00	\$8,910.00
113	Temporary Bypass Pumping	LS	1	\$20,000.00	\$20,000.00	\$87,000.00	\$87,000.00
114	Tideflex Check Valve, 18" Diameter	EA	1	\$9,000.00	\$9,000.00	\$15,000.00	\$15,000.00
115	Tideflex Check Valve, 32" Diameter	EA	1	\$18,000.00	\$18,000.00	\$25,000.00	\$25,000.00
116	Channel Sediment Removal	FA	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
117	Cured-in-Place Pipe, 24" Diameter	LF	177	\$175.00	\$30,975.00	\$562.00	\$99,474.00
118	Cured-in-Place Pipe, 32" Diameter	LF	50	\$230.00	\$11,500.00	\$596.00	\$29,800.00
119	Cured-in-Place Pipe, 36" Diameter	LF	146	\$300.00	\$43,800.00	\$650.00	\$94,900.00
120	Remove Pipe Obstruction	FA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
121	Erosion Control and Water Pollution Prevention	LS	1	\$10,000.00	\$10,000.00	\$5,500.00	\$5,500.00
122	Stormwater Pollution Prevention Plan	LS	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00
123	Inlet Protection	EA	1	\$80.00	\$80.00	\$100.50	\$100.50
124	High Visibility Silt Fence	LF	357	\$5.00	\$1,785.00	\$8.00	\$2,856.00
125	Stabilized Construction Entrance	EA	1	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
126	Biodegradable Erosion Control Blanket	SY	416	\$10.00	\$4,160.00	\$10.50	\$4,368.00
127	Wattle	LF	140	\$5.00	\$700.00	\$14.00	\$1,960.00
128	Upland Seed Mix	SY	471	\$5.00	\$2,355.00	\$2.50	\$1,177.50
129	Wetland Restoration Seed Mix	SY	144	\$5.00	\$720.00	\$3.50	\$504.00
130	Fine Compost	SY	615	\$10.00	\$6,150.00	\$10.00	\$6,150.00
131	Bark or Wood Chip Mulch	CY	8	\$50.00	\$400.00	\$169.00	\$1,352.00
132	Plant Selection, Acer circinatum 'Vine Maple'	EA	92	\$15.00	\$1,380.00	\$16.00	\$1,472.00
133	Plant Selection, Symphoricarpos albus 'Snowberry'	EA	62	\$15.00	\$930.00	\$16.00	\$992.00
134	Plant Selection, Oemleria cerasiformis 'Indian Plum'	EA	46	\$15.00	\$690.00	\$16.00	\$736.00
135	Plant Selection, Sambucus racemosa 'Red Elderberry'	EA	62	\$15.00	\$930.00	\$16.00	\$992.00
136	Plant Selection, Gaultheria shallon 'Sala'	EA	46	\$15.00	\$690.00	\$16.00	\$736.00
137	Plant Selection, Alnus rubra 'Red Alder'	EA	4	\$15.00	\$60.00	\$16.00	\$64.00
138	Plant Selection, Thuja plicata 'Western Red Cedar'	EA	3	\$15.00	\$45.00	\$16.00	\$48.00
139	Plant Selection, Acer macrophyllum 'Big Leaf Maple'	EA	4	\$15.00	\$60.00	\$16.00	\$64.00
140	Plant Selection, Pseudotsuga menziesii 'Douglas Fir'	EA	3	\$15.00	\$45.00	\$16.00	\$48.00
141	Plant Selection, Prunus virginiana 'Choke Cherry'	EA	11	\$15.00	\$165.00	\$16.00	\$176.00
142	Plant Selection, Populus tremuloides 'Quaking Aspen'	EA	11	\$15.00	\$165.00	\$16.00	\$176.00
143	Plant Selection, Cornus sericea 'Red Osier Dogwood'	EA	12	\$15.00	\$180.00	\$16.00	\$192.00
144	Plant Selection, Lonicera involucrata 'Black Twinberry'	EA	12	\$15.00	\$180.00	\$16.00	\$192.00
145	Plant Selection, Physocarpus capitatus 'Pacific Ninebark'	EA	12	\$15.00	\$180.00	\$16.00	\$192.00
146	Plant Selection, Salix lucida 'Pacific Willow'	EA	12	\$15.00	\$180.00	\$16.00	\$192.00
147	Plant Establishment	LS	1	\$15,000.00	\$15,000.00	\$19,000.00	\$19,000.00
148	Remove and Reinstall Split Rail Fence	LF	30	\$20.00	\$600.00	\$50.00	\$1,500.00
149	Skewed LWD	EA	1	\$1,250.00	\$1,250.00	\$14,000.00	\$14,000.00
150	Adjust Large Woody Debris	EA	1	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
151	Fish Exclusion	FA	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00

Prepared by: Michael Kosa

Date: 6/6/2022

SUBJECT: Resolution No.1627 - Interlocal Agreement with WSDOT for Gateway Funding

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: \$500,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Resolution No. 1627 ILA WSDOT Gateway Project Funding

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

In 2015, the state legislature enacted the Connecting Washington revenue package to provide funding for the Gateway Program, completing essential connections for reliable movement of goods and people through the Puget Sound region, particularly completion of SR167 and SR509. Funding for the program is approved to come from state gas tax, tolls, local contributions, and potential grants. Sumner's local contribution is \$500,000, originally estimated to be due in 2022.

In 2017, the legislature enacted legislation requiring development of an MOU between WSDOT and local partner agencies which "identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project." The MOU was approved by Council on June 4, 2018. As part of the MOU, an interlocal agreement was required to be drafted binding the City's commitment and defining the schedule of local match payments. The City's local contribution is now due during the first quarter of 2023. Since 2019, the City has reserved \$300,000 towards the contribution requirement, and the remaining \$200,000 will be included in the 2023-24 biennial budget.

COUNCIL COMMITTEE/STUDY SESSION: Finance Committee

MEETING/STUDY SESSION DATE: 6/1/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1627 authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and WSDOT related to the Gateway Program in a form as approved by the City Attorney.

RESOLUTION NO. 1627

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR LOCAL FUNDING OF THE PUGET SOUND GATEWAY PROGRAM.

WHEREAS, The City of Sumner “City” and the Washington State Department of Transportation “WSDOT”, collectively “Parties”, desire to enter into an agreement with one another in order to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement as part of the construction of the Puget Sound Gateway Program “Program”.

WHEREAS, In 2015 the Washington State Legislature funded the construction of the PROGRAM through the Connecting Washington revenue package.

WHEREAS, The Legislature directed that \$130 million of the Program funding is to come through local funding sources.

WHEREAS, In 2018 the City entered into the “Local Funding and Phasing Memorandum of Understanding” with WSDOT, acknowledging that the City is one of eighteen (18) “Local Agency Partners” committed to provide matching funds/contributions commensurate with the benefits accrued from the Project at a local level.

WHEREAS, The City, in support of the Program, including the SR 167 Completion Project in Pierce County, is willing to contribute funds towards the required local contribution for the Project.

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

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and the Washington State Department of Transportation for local funding of the Puget Sound Gateway Program, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

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.

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

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

**GCB 3701
FUNDING AGREEMENT BY AND BETWEEN
WSDOT AND CITY OF SUMNER**

This Funding Agreement ("Agreement") is entered into between the Washington State Department of Transportation (WSDOT) and City of Sumner (CITY), individually referred to as the "Party" and collectively referred to as the "Parties."

RECITALS

- A.** The Parties desire to enter into an agreement with one another in order to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement as part of the construction of the Puget Sound Gateway Program (PROGRAM).
- B.** In 2015 the Washington State Legislature funded the construction of the PROGRAM through the Connecting Washington revenue package.
- C.** The Legislature directed that \$130 million of the PROGRAM funding is to come through local funding sources.
- D.** The CITY has entered into the "Local Funding and Phasing Memorandum of Understanding" ("MOU") with WSDOT (Exhibit A), commencing on July 1, 2018, acknowledging that the CITY is one of eighteen (18) "Local Agency Partners" committed to provide matching funds/contributions commensurate with the benefits accrued from the State Route (SR) 167 Completion Project (PROJECT [see Exhibit B]) at a local level.
- E.** The CITY, in support of the PROGRAM, including the SR 167 Completion Project in Pierce County, is willing to contribute funds towards the required local contribution for the PROJECT.
- F.** The funding provided by the CITY will be used to support Stage 2 of the PROJECT as part of the PROGRAM.

NOW, THEREFORE, the above recitals are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits A and B and incorporated and made a part hereof:

IT IS MUTUALLY AGREED AS FOLLOWS:

1. General

- 1.1 The funding provided pursuant to this Agreement is the CITY's local contribution commitment to be applied towards the PROJECT component of the PROGRAM and defines the roles and responsibilities between the Parties for delivery of the PROJECT.
- 1.2 The PROJECT is described as Stage 2, which includes constructing the SR 167 mainline from I-5 to SR 161 and additional lanes from SR 161 to the vicinity of SR 410. The PROJECT will also construct an interchange at SR 161, westerly ramps at Valley Avenue E., and buildout the interchange at I-5, which is partially

constructed in SR 167 Stage 1b Project. The PROJECT further constructs a regional nonmotorized trail from Interurban Trail in Fife to Riverwalk Trail in Puyallup. Additionally, the PROJECT includes toll points between SR 161 and SR 509.

- 1.3 This Agreement is effective upon the last date of execution by both Parties and will terminate when Stage 2 is constructed and is completed, unless mutually extended by the Parties.
- 1.4 WSDOT shall provide the CITY with a written notice of commencement of the PROJECT'S construction at least thirty (30) days prior to the commencement date.

2. Payment

- 2.1 The CITY agrees to contribute local agency funds to the PROJECT component of the PROGRAM in the amount of Five Hundred Thousand Dollars (\$500,000) for WSDOT to use for the construction costs associated with the PROJECT.
- 2.2 WSDOT will invoice the CITY on February 1, 2023, for a single payment of Five Hundred Thousand Dollars (\$500,000). The CITY will pay WSDOT within sixty (60) days of receipt of the invoice from WSDOT.

3. Contract Administration

- 3.1 By this Agreement, the Parties do not create any separate legal or administrative entity. The WSDOT and CITY shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

4. Dispute Resolution

- 4.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the CITY agree to negotiate to resolve any issues. Should such negotiations fail to produce a mutually satisfactory resolution then WSDOT and the CITY shall each appoint a member to a disputes board; these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. At the conclusion of the hearing, the disputes board shall issue a nonbinding decision on the resolution of the Parties' dispute. Each Party shall be responsible for its own costs and fees incurred in the dispute resolution process, and the Parties agree to share equally in the cost of the third disputes board member. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute, provided, that if the nonbinding dispute resolution hearing does not result in a mutually satisfactory resolution of the dispute, either Party may institute a legal action or proceedings in accordance with Section 6.1.

5. Indemnification

- 5.1 To the extent permitted by law, WSDOT and the CITY shall protect, defend, indemnify, and save harmless the other Party, their respective officers, officials, employees, and/or authorized agents, while acting within the scope of their official duties as such, from any and all costs, claims, judgment, and/or awards of damages ("Claims") arising out of, or in any way resulting from, Indemnifying Party's negligent or other wrongful acts or omissions, or the negligent or other wrongful acts or omissions of its employees, agents, contractors, consultants, licensees, or invitees, while acting within the scope of their official duties, contract, license, or invitation, related to this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) WSDOT, its employees and authorized agents and (b) the CITY, its employees, contractors, consultants, or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the other Party, its employees, contractors, consultants, and authorized agents. For this purpose, WSDOT and the CITY, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the CITY incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

6. Venue

- 6.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston County Superior Court.

7. Contacts and Notices

- 7.1 Contact between the Parties, including but not limited to agreement administration and notices, will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

City of Sumner

Jason Wilson, City Administrator
1104 Maple Street
Sumner, WA 98390
Phone: 253-299-5501
Email: jasonw@sumnerwa.gov

WSDOT

Steve Fuchs, Project Manager
PO Box 47440
Olympia, WA 98504
Phone (360) 701-9413
Email: fuchss@wsdot.wa.gov

8. Amendment

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

9. No Third-Party Beneficiaries

9.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any party hereto.

10. Audits/Records:

10.1 All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years after the termination of this Agreement. The CITY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the CITY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

11. Signature Authority

11.1 The CITY Mayor or designee was authorized to execute this agreement by the CITY Council on the 21st day of June, 2022, at a regularly scheduled meeting.

12. Recording

12.1 If required, a copy of this agreement shall be filed with the Office of the Pierce County Auditor by the City of Sumner, and/or posted on their web sites.

13. Applicable Law

13.1 This Agreement does not relieve either Party of any obligation under applicable law.

14. Severability

14.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

CITY OF SUMNER	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature and Date:	Signature and Date:
Printed: Kathy Hayden	Printed:
Title: Mayor	Title:
APPROVE TO FORM CITY OF SUMNER	APPROVE TO FORM WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature and Date:	Signature and Date:
Printed: Andrea Marquez	Printed:
Title: City Attorney	Title: Assistant Attorney General

June 28, 2018

The Honorable Steve Hobbs
Chair
Senate Transportation Committee
P.O. Box 40444
Olympia, WA 98504-0444

The Honorable Judy Clibborn
Chair
House Transportation Committee
P.O. Box 40600
Olympia, WA 98504-0600

The Honorable Curtis King
Ranking Member
Senate Transportation Committee
P.O. Box 40414
Olympia, WA 98504-0414

The Honorable Mark Harmsworth
Ranking Member
House Transportation Committee
P.O. Box 40600
Olympia, WA 98504-0600

In the 2017 Legislative session, Engrossed Senate Bill 5096 Section 306(20)(b) directed WSDOT to develop a Memorandum of Understanding (MOU) to fund the \$130 million from local agency partners for the Puget Sound Gateway Program included in the 2015 Connecting Washington transportation revenue package. Engrossed Senate Bill 5096 stated that:

The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.

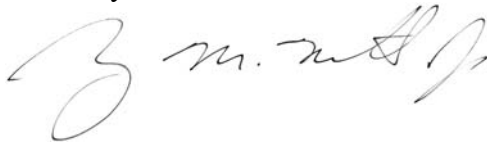
In October 2017, WSDOT began a stakeholder process to help establish the local contributions necessary to achieve the \$130 million in local funding. The resulting Funding and Phasing Subcommittee, made up of 18 affected jurisdictions, has met five times. From this group, a grant-focused strategy emerged as the most feasible way to fund the \$130 million. A key element of the grant-focused strategy was to identify smaller project elements within the Gateway Program that provide clear and measurable benefits to local jurisdictions, called “Local Nexus Projects.” The Funding and Phasing Subcommittee met regularly to establish a process for determining benefits derived from the Local Nexus Projects, align on contributions, and develop the MOU.

All 18 jurisdictions have endorsed and signed the attached Local Funding MOU.

Additionally, WSDOT and our local agency partners have already submitted four grant applications this spring for the Local Nexus Projects. We submitted three applications with the Puget Sound Regional Council (PSRC) and one with the Freight Mobility Strategic Investment Board (FMSIB). We received the FMSIB grant and two PSRC grants, totaling \$13 million, which combined with local match funding, brings the local contribution amount to over \$26 million for this initial grant cycle.

If you have any questions or would like to meet for an update on the [Puget Sound Gateway Program](#), please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Millar", written in a cursive style.

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

Puget Sound Gateway Program SR 167 and SR 509 Completion Projects

Local Funding and Phasing Memorandum of Understanding

1. Participating Parties

In addition to the Washington State Department of Transportation (WSDOT), the following Local Agency Partners constitute those parties currently participating in this Memorandum of Understanding pertaining to the local contribution requirement for the Puget Sound Gateway Program (Gateway Program):

- | | | |
|-------------------|-----------------------|--------------------|
| • Port of Seattle | • City of Burien | • City of Milton |
| • Port of Tacoma | • City of Des Moines | • City of Pacific |
| • King County | • City of Edgewood | • City of Puyallup |
| • Pierce County | • City of Federal Way | • City of SeaTac |
| • City of Algona | • City of Fife | • City of Sumner |
| • City of Auburn | • City of Kent | • City of Tacoma |

2. Background and Purpose of MOU

In July 2015, the Washington State Legislature and Governor Inslee acted to fund the Gateway Program through the Connecting Washington revenue package. The Gateway Program is comprised of two projects: the State Route 167 Completion Project and the State Route 509 Completion Project. These projects provide essential connections to the ports of Tacoma and Seattle and will help ensure that people and goods move more reliably through the Puget Sound region.

WSDOT is the lead project sponsor and is responsible for the planning, design and construction of the Gateway Program, as well as for its overall financial management. The program has been guided from its beginning by a Joint SR 167/SR 509 Executive Committee (Executive Committee), comprised of elected and appointed representatives of local jurisdictions served by the Gateway Program (Algona, Auburn, Burien, Des Moines, Edgewood, Federal Way, Fife, Kent, Milton, Pacific, Puyallup, SeaTac, Sumner, Tacoma, King County, Pierce County, Port of Seattle, and Port of Tacoma) as well as Federal Highway Administration, Washington State Transportation Commission, Washington State Department of Transportation, Puget Sound Regional Council, Sound Transit, Pierce Transit, and the Freight Mobility Strategic Investment Board.

Funding for the Gateway Program has been approved to come from the state gas tax, tolls, local contributions, and potential federal and state grants. Total funding for the Gateway Program, from the 2015 Connecting Washington transportation funding package, is \$1.875 billion, which includes local contributions of \$130 million. The program has been funded over a 16-year

timeline. Based on the legislative funding plan, major construction for a first stage would occur from 2019 through 2025, and a second stage from 2026 through 2030. Local contributions will be needed to construct both stage one and stage two projects.

In the 2017 Legislative session new language was enacted (Engrossed Senate Bill 5096 § 306(20)(b)) requiring development of a Memorandum of Understanding (MOU) between the Local Agency Partners and WSDOT. The legislature directed that:

The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.

To this end, the Executive Committee of the Gateway Program convened a Funding and Phasing Subcommittee (Subcommittee) to develop a MOU that summarizes their planned future commitments and planned timing of those commitments to contribute to the SR 167 and SR 509 projects.

The Subcommittee goals include:

- Support efforts to build the Gateway projects on or ahead of schedule
- Create successful local partnerships
- Obtain sufficient local funding to build the Puget Sound Gateway projects
- Time grant-funding projects to support the project delivery schedule

The construct of local funding participation, when authorized by the legislative bodies of the relevant agencies through a series of forthcoming interlocal agreements, is based on the following projections:

	SR 167	SR 509	TOTAL
Port contributions	\$30 million	\$30 million	\$60 million
Federal INFRA grant	\$10 million	\$10 million	\$20 million
Local agency partner match	\$10 million	\$10 million	\$20 million
Other Grants (PSRC, FMSIB, TIB)	\$20 million	\$10 million	\$30 million
Total	\$70 million	\$60 million	\$130 million

3. Local Funding Strategy

A key element of the local funding strategy is to identify projects within the Gateway Program that provide clear and measurable benefits to local jurisdictions. In the Gateway Program, these are called “Local Nexus Projects,” are designed to:

- Create a positive business case for Local Agency Partners by focusing on the parts of the program that are most relevant and important to local jurisdictions
- Leverage the potential to access significant grant funding to support local funding assumptions

In support of the local funding strategy, Local Agency Partners shall:

- Participate, co-fund match, and submit grant applications with support from Subcommittee staff, as identified in Section 6 of this MOU
- Combine local monetary and in-kind contributions and project funds to ensure fully-funded applications, as identified in Section 6 of this MOU
- Support the grant effort and avoid competition with the local projects in the year of application

The following Local Nexus Projects have been identified within the north (SR 509) and south (SR 167) segments of the Gateway Program:

Gateway North (SR 509)	Gateway South (SR 167)
188 th South Ramps	Meridian West Ramps
SeaTac Access, with Ramps to 28 th /24 th Avenue South	54 th Avenue East Ramps
Veterans Drive Extension	Interurban Trail
Lake to Sound Trail	Valley Avenue West Ramps
	Port of Tacoma Access/SR 509 Spur
	70 th Avenue E Bridge Relocation

If Local Nexus, INFRA, and any other pending grant projects become fully funded, these projects will contribute substantially toward the Legislative requirement for local match. Funding commitments will be achieved via an interlocal agreement from each signing party up to the amounts presented in this MOU. Local Agency Partner signatories to this MOU understand that once the local contribution requirements set forth in ESB 5096 (\$130 million) is achieved, that Local Agency Partners will not be required to commit to additional funds beyond what is outlined in this MOU. If additional grant funding or additional funds from other sources are obtained that fulfill the \$130 million local contribution requirement, the Secretary of Transportation and the Executive Committee will review and determine to either reduce local agency partner match payments, or recommend expanding scope of the Gateway Program, and amend each signing party's interlocal agreement accordingly.

4. Local Participation Policy

The Joint Executive Committee has agreed to a funding and phasing policy that structures local agency partner match requirements to be commensurate with the benefits accrued from the project at a local level. This policy states that:

All local agency partners accrue some benefit from the Puget Sound Gateway Program. Partners receiving fewer benefits, however, are not expected to contribute as much as partners who receive more benefits. Direct benefits are those that are most quantifiable, but there are other components of value that include indirect, strategic and policy/social benefits. Both direct and indirect benefits will be assessed as part of the consideration of local contributions, because they are more easily quantifiable than strategic and policy/social benefits.

All Local Agency Partner signatories of this MOU expect to seek approval of interlocal agreements to contribute a match to be applied to Local Nexus Projects at a level that reflects their respective anticipated level of benefit, as identified in Section 6 of this MOU.

5. Benefit Assessment Methodology

The proposed financial participation by each partner is based on a general, qualitative assessment of the net benefits expected to be received by full completion of the Gateway Program. The assessment includes the following metrics, based on available project data and transportation modeling outputs:

- **Direct transportation linkages.** The location of direct access points for new limited access highways or other transportation infrastructure that benefits the community.
- **Effects on local sales taxes.** The impacts of the projects to sales tax receipts, both in terms of one-time construction sales taxes for the project, and ongoing sales taxes from impacts to commercial uses.
- **Travel time savings.** Overall travel time savings for local car and truck traffic associated with the projects.
- **Traffic diversion from local streets.** The diversion of, or increase in, traffic on local arterials due to the project, with associated positive impacts to traffic safety and local road maintenance.
- **Effects on local employment.** The potential effects of improved accessibility are reviewed, particularly in the context of access to new or potential employment uses.
- **Effects on developable residential lands.** The potential impacts of changes in traffic flow and accessibility on residential land development, with a focus on areas within the jurisdiction that are available for redevelopment.
- **Effects on developable employment lands.** The potential impacts of changes in traffic flow and accessibility on the development or redevelopment of commercial and industrial lands.
- **Achievement of local policy goals.** The alignment of the WSDOT Gateway Program with local plans and policies.
- **Environmental and social benefits.** Environmental and social benefits specifically linked to these projects, including upgrades to pedestrian and cycling infrastructure, and wetlands and riparian restoration.

The approach and findings of the benefits assessments have been provided to the Local Agency Partners.

6. Local Jurisdiction Anticipated Contributions to the Program

Based on results from the benefit assessment described in Section 5, contributions for each of the Local Agency Partners were determined by project stage in the tables below. Following execution of this MOU, interlocal agreements will be drafted for subsequent approval. Anticipated contributions only become binding commitments when embedded in interlocal agreements, and the conditions therein are approved by the proposed funding entity. Interlocal agreements between WSDOT and the respective Local Agency Partner must be in place for a project prior to issuance of the Request for Proposals (RFP) for any proposed construction contract. The interlocal agreements will become binding commitments, within the statutory authority of the Local Agency Partner, and will define the schedule of local match payments expected over the duration of each construction project stage.

WSDOT will exercise due diligence to develop and construct each project on schedule within the Gateway Program to the best of its abilities. Local Agency Partners will participate in project development reviews and project meetings in support of the Gateway Program.

If grant pursuits identified in the Stage 1 and Stage 2 tables below are not achieved sufficient to meet the \$130 million local contribution, additional grants will be pursued from the funding programs listed or from other funding programs that may become available over the life of the Gateway Program. If Local Nexus Projects go to construction without planned grants, the Local Agency Partner match funds will still be provided by agreement with WSDOT. If it is determined that a Local Nexus Project cannot be fully funded, WSDOT will review options with the Executive Committee. If an official decision is determined by the Executive Committee and the Secretary of Transportation that the Local Nexus Project is not to be included in a construction project, the Local Agency Partner match may be withdrawn.

Stage 1 Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
70 th Avenue E/Interurban Trail	\$32,245,600	FMSIB	\$5,000,000	Mar 2018	2019-2021	\$800,000 \$500,000 \$3,000,000	Fife Tacoma Port of Tacoma
		TIB	\$5,000,000	Aug 2018	2019-2021		
		State Capital & Transportation	\$1,400,000	Mar 2018	2019-2021		Fife
Veterans Drive/ SR516 Interchange	\$33,800,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,000,000	Kent
		TIB	\$5,000,000	Aug 2020	2021-2025	\$1,000,000	Kent
SeaTac Access	\$176,883,500	PSRC	\$4,500,000	Apr 2018	2021-2025	\$2,000,000 \$500,000	SeaTac (ROW in lieu) Des Moines

Port of Tacoma Access/509 Spur	\$323,042,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,500,000 \$3,000,000 \$800,000	Tacoma Port of Tacoma Fife
		FMSIB	\$5,000,000	Mar 2020	2021-2025		
All Gateway Program		INFRA	\$20,000,000*	Nov 2017	2019-2021		
SR 167 Stage 1		Port of Tacoma		Jan 2021	2021-2025	\$9,000,000	Port of Tacoma
SR 509 Stage 1		Port of Seattle		Jan 2021	2021-2025	\$15,000,000	Port of Seattle (expected in 2023-2025)
Total Stage 1			\$54,900,000			\$38,100,000	\$93,000,000

Stage 2 Future Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
Meridian Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Puyallup
Valley Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Pierce County
188 th Street Interchange improvements		TBD	TBD	2023	2026-2030	TBD	SeaTac
SR 167 Stage 2		TBD	\$4,000,000	2022	2026-2030	\$500,000 \$500,000	Edgewood (ROW in lieu) Sumner
		Port of Tacoma		Jan 2026	2026-2030	\$15,000,000	Port of Tacoma
SR 509 Stage 2		TBD	\$4,000,000	2024	2026-2030		
		Port of Seattle		Jan 2026	2026-2030	\$15,000,000	Port of Seattle
Total Stage 2			\$14,000,000			\$35,000,000	\$49,000,000
Total Stages 1 & 2			\$68,900,000			\$73,100,000	\$142,000,000

* – If no INFRA, apply for FHWA BUILD grant for Port of Tacoma Access (SR 509 Spur)

TBD – grant funding program pursuit to be determined in future

7. Terms and Termination

7.1. Amendments

This MOU shall be periodically reviewed and evaluated regarding the need for modifications or amendments by mutual determination of WSDOT and Local Agency Partners. Amendments to the MOU shall be required if program funding assumptions need to be adjusted that affect the ability to construct the identified Local Nexus Projects or the ability to achieve the \$130 million local contribution. Such amendments shall only be binding if they are in writing and signed by authorized personnel from all of the Local Agency Partners. Except as set forth in an amendment, the MOU will be unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict

between an amendment and the MOU or any earlier amendment, the terms of the most recent amendment will prevail.

If there is a conflict between subsequent interlocal agreements and the MOU or any earlier amendments, the terms of the interlocal agreements will prevail.

Changes that do not affect the ability to construct the identified Local Nexus Project or achieve the \$130 million local contribution shall be addressed through the interlocal agreement between WSDOT and the relevant Local Agency Partner.

7.2. Dispute Resolution

Should any signatory to this MOU object at any time to any actions proposed or the manner in which the terms of this MOU are implemented, the Executive Committee shall hear the dispute first and if the disputant(s) is/are not satisfied with the Committee's proposed decision, the Committee will send to the Secretary of Transportation its proposed solution and all documentation relevant to the dispute. The Secretary of Transportation shall provide the Executive Committee with his/her advice on how to resolve the dispute within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Executive Committee shall prepare a written response that considers any timely advice or comments regarding the dispute from the Secretary of Transportation, signatories and other interested parties, and provide them with a copy of this written response. WSDOT will then proceed according to this final decision.

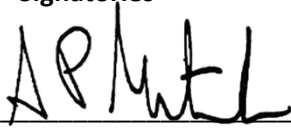
7.3 Conditions for Termination of Participation

Subject to legislative appropriation and all applicable laws, each signatory shall ensure that the Gateway Program is carried out in accordance with the terms of the MOU and subsequent interlocal agreements. A signatory may terminate its participation in this MOU if its terms cannot be met and by providing written notice to the Secretary of Transportation and the Executive Committee a minimum of 180 calendar days before a project issues an RFP that relies on that local agency partner funding. Prior to providing written notice terminating participation, however, the signatories shall consult with WSDOT to determine whether an amendment to the MOU might be feasible. If a signatory terminates its participation, WSDOT will then consult with the Executive Committee to determine if project scope elements need to be removed if contributions are not realized in accordance with this understanding.

8. Period of Agreement.

This MOU will commence on July 1, 2018 and will dissolve when the \$130 million of local contribution have been secured, or when the Local Nexus Projects have been constructed and are complete.

9. Signatories



Stephen P. Metruck
Executive Director
Port of Seattle

6/21/18

Date



John Wolfe
Chief Executive Officer
Port of Tacoma

5/30/18

Date



Dow Constantine
County Executive
King County

6/22/18

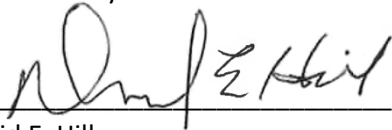
Date



Bruce Dammeier
County Executive
Pierce County

5/30/18

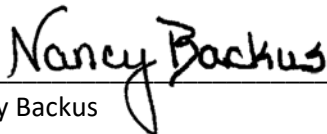
Date



David E. Hill
Mayor
City of Algona

6/25/18

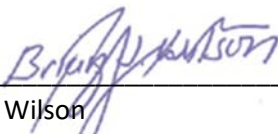
Date



Nancy Backus
Mayor
City of Auburn

6/11/18

Date



Brian Wilson
City Manager
City of Burien

6/17/18

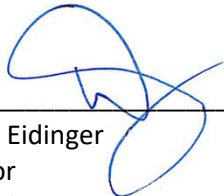
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Michael Matthias
City Manager
City of Des Moines

6/26/18

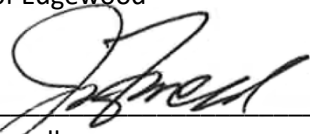
Date



Daryl Eidinger
Mayor
City of Edgewood

6/13/18

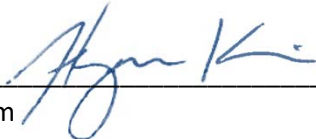
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Jim Ferrell
Mayor
City of Federal Way

6/20/18

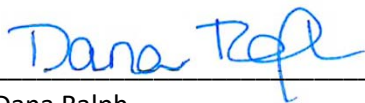
Date



Hyun Kim
City Manager
City of Fife

6/20/18

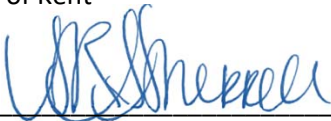
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Dana Ralph
Mayor
City of Kent

6/26/18

Date



Shanna Styron-Sherrell
Mayor
City of Milton

6/21/18

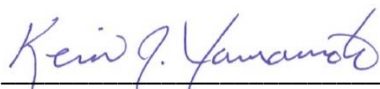
Date



Leanne Guier
Mayor
City of Pacific

6/21/18

Date



Kevin Yamamoto
City Manager
City of Puyallup

6/12/18

Date

Appas Form:
Malythyn and Baroto, Seatac

Joseph Scorcio
City Manager
City of SeaTac

6/28/18

Date

William L. Pugh

William L. Pugh
Mayor
City of Sumner

6/8/18

Date

Elizabeth A. Pauli

Elizabeth A. Pauli
City Manager
City of Tacoma

6/27/18

Date

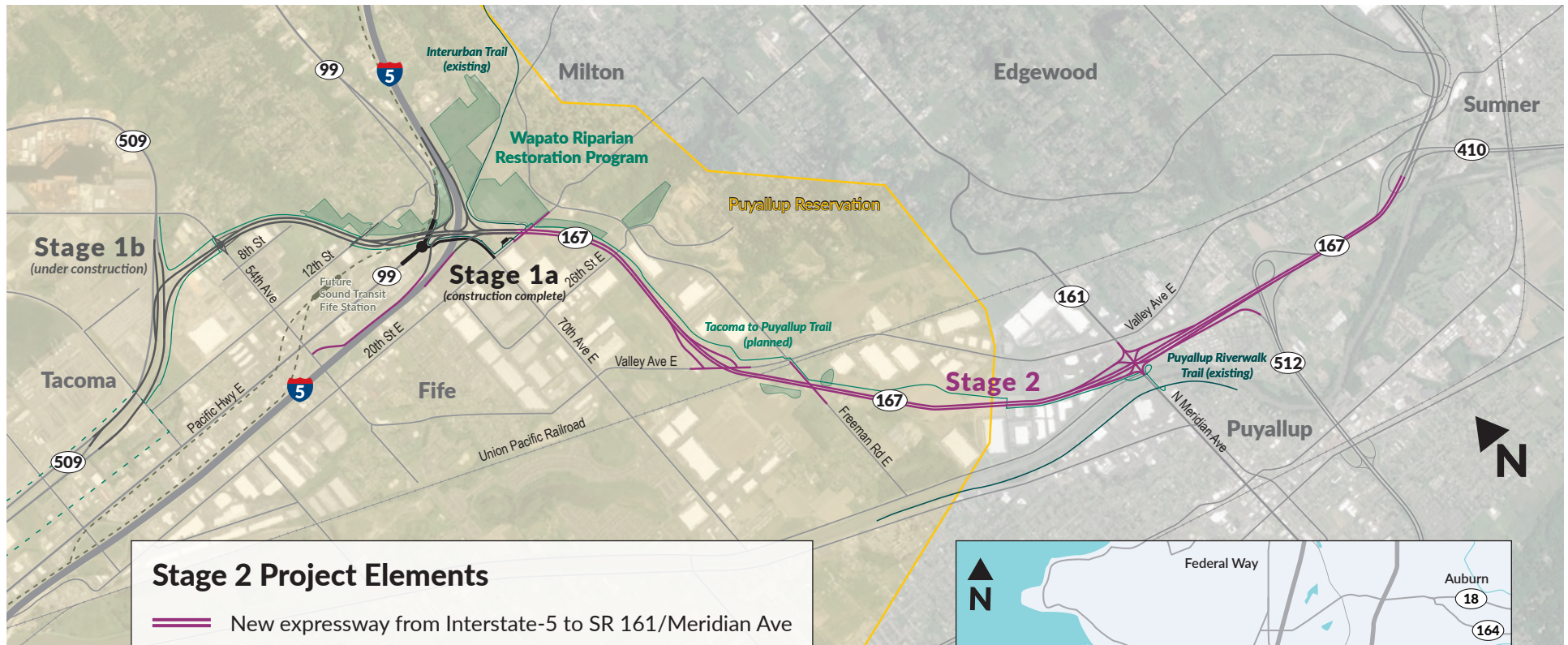
Roger Millar

Roger Millar
Secretary of Transportation
Washington State Department of Transportation

6/27/18

Date

Puget Sound Gateway Program SR 167 Completion Project



Stage 2 Project Elements

-  New expressway from Interstate-5 to SR 161/Meridian Ave
-  New interchanges
 - I-5/SR 167 interchange and southern ramps
 - SR 167/Valley Avenue interchange and northern ramps
 - SR 167/SR 161 Meridian Avenue full interchange
-  Tacoma to Puyallup Trail from Interurban Trail to Puyallup Riverwalk Trail
-  Wapato Riparian Restoration and wetland mitigation



SUBJECT: Approval of the council meeting from the regular council meeting of June 6, 2022 and the study session of June 13, 2022.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - June 6, 2022, regular meeting
2. Minutes - June 13, 2022, study session

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Minutes from the previous council meetings.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: COMMITTEE RECOMMENDATION:
--

STAFF RECOMMENDATIONS/MOTION:

Approve as written.

The city conducted this public meeting using a hybrid model, either in person or via Zoom.

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Administrative Services Director Jeff Steffens, Deputy City Attorney Maili Barber, Communications Director Carmen Palmer, Deputy Chief Andy McCurdy, Public Works Director Mike Dahlem, Community Development Director Ryan Windish, Development Services Director Doug Beagle, Chief Financial Officer Kassandra Raymond, and City Clerk Michelle Converse

THE REGULAR MEETING OF THE SUMNER CITY COUNCIL WAS CALLED TO ORDER BY MAYOR HAYDEN AT 6PM.

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

COUNCILMEMBER BITETTO WAS ABSENT.

MOTION TO EXCUSE BITETTO WAS MADE BY HOCHSTATTER, SECONDED BY NEUMAN.

PASSED BY VOICE VOTE.

PRESENTATION

1. Sumner Alert

Presented by Communications Director Carmen Palmer.

2. Sumner Resident Access (Utility Billing Portal)

Presented by Chief Financial Officer Kassandra Raymond.

CONSENT AGENDA

MOVED BY HOCHSTATTER, SECONDED BY S T U A R D TO APPROVE THE CONSENT AGENDA, CONSISTING OF:

1. Approval of the Association of Washington Cities Conference Voting Delegates for Sumner
2. Approval of the minutes from the regular council meeting of May 2, 2022 and the May 9, and May 23, 2022, study session.
3. Approval of electronic checks and payments in the amount of \$906,162.46.
4. 902 Kincaid Avenue Acquisition--Purchase and Sale Agreement
5. Puget Sound Energy - Energy Conservation Grant Agreement (Ammonia Sensors)

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was no Public Hearing tonight.

REGULAR BUSINESS

1. Unfinished Business

None tonight.

2. Public Comment

None tonight.

3. New Business

- a. Appointment to Sumner Planning Commission – William Moody

DEPUTY MAYOR HOCHSTATTER MOVED TO APPOINT WILLIAM MOODY TO THE PLANNING COMMISSION WITH A TERM ENDING IN 2026, SECONDED BY REED.

PASSED BY ROLL CALL VOTE.

- b. Appointment to Sumner Planning Commission – Vincent Stoneking

MOVED BY NEUMAN, SECONDED BY HOCHSTATTER TO APPOINT VINCENT STONEKING TO THE PLANNING COMMISSION WITH A TERM ENDING IN 2026.

PASSED BY ROLL CALL VOTE.

- c. Appointment to Sumner Planning Commission – Barry Walden

MOVED BY BROWN, SECONDED BY STUARD MOVED TO APPOINT BARRY WALDEN TO THE PLANNING COMMISSION WITH A TERM ENDING IN 2026.

PASSED 4-2

COUNCILMEMBERS REED, BROWN, STUARD AND HOCHSTATTER VOTING YES
COUNCILMEMBERS NEUMAN AND COLE VOTING NO

4. Reports

a. COUNCIL

Councilmember Reed thanked and congratulated the new commissioners.

Deputy Mayor Hochstatter thanked staff to the cemetery. The grounds always look good, not only on holidays but all the time. They also treat families with compassion and respect. She ended her comments by thanking Brian Doherty who does daily litter clean up, it's noticed and appreciated.

Councilmember Stuard thanked the new members of the Planning Commission, adding they will really enjoy it. It's very important to council that they know what the planning commission feels about new projects. He appreciates the efforts in beautifying the city. He ended his comments by reflecting on Memorial Day, and what a special day it is and gives him pause to remember his own ancestors.

Councilmember Brown had no reports tonight.

Councilmember Neuman had nothing to report.

Councilmember Cole reported the Rainier Cable Commission meeting of May 18th, was cancelled due to lack of a quorum. Their next meeting is scheduled for July 20th.

b. CITY ADMINISTRATOR

City Administrator Jason Wilson reported to the council:

Upcoming Policy Issues:

- Next Week's Study Session:
 - Family Center Update
 - Town Center Utility Woonerf Project Update
 - 2nd Quarter Budget Amendment
 - 2022 Comp Plan Amendments
- Next Regular Council Meeting on June 21st:
 - Public Hearing Multi Family Tax Exemption Target Area Expansion
 - 24th St Utility Relocation – Construction and Management Contract Awards
 - Cemetery Facility Consultant Design Contract
 - Sumner Texaco Heritage Park Remediation - Consultant Services Agreement
 - Town Center: Utility & Woonerf Project - Construction and Management Contract Awards
 - Salmon Creek Cutover - Construction Contract Award
 - Purchase and Sale Agreement – Han Property for Main/Wood Avenue Intersection
 - Interlocal Agreement with WSDOT for Gateway Funding
 - Ordinance Amending the 2021/2022 Biennial Budget
 - Resolution Setting Hearing Date for Houston Road Annexation
 - Ordinance amending the Local Source Control Code

Commission Updates:

- The planning commission is holding a public hearing on June 9th at 6pm regarding updates to the zoning code regarding Accessory Dwelling Units. This is a hybrid meeting, meaning the public can provide testimony either in person or virtually. Visit our website for additional information.

Personnel Issues:

- All Seasonal Positions have been filled.
- Background investigations are nearing completion on a lateral police officer from Pacific and a lateral Animal Control Officer from Arkansas. If successful we still have one police officer vacancy, as well as at least one anticipated retirement in the next year.
- Public Works Operator closed last week. Our applicant pool remains much smaller than usual; however we are optimistic that we will be able to hire someone.
- Our recruitment for an associate engineer continues. We are in month 11 of this recruitment. Last month we opened the entry level (assistant) engineer position which has helped us attract more applicants. We are hopeful that this latest round will produce a qualified candidate.
- In the last two months we have had two tenured employees resign. One police officer who is leaving the profession and our facilities maintenance operator.

Significant Development Activity:

- Peterbilt received their Certificate of Occupancy and will be opening soon.

c. MAYOR

Mayor Hayden reminded the public about the Spring Open House on June 7, from 5-7pm in-person at City Hall. She hopes people will drop into find out about the latest projects. Videos with project information will also be posted on-line. She congratulated the Wastewater Treatment Plant on receiving a performance award, which tells her all along, that Sumner's crap does not stink.

5. Executive Session

There was none tonight.

6. Adjournment

With no additional business before the Council, Mayor Hayden adjourned the meeting at 6:43pm. Councilmembers concurred.

ATTEST:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

Amended

SUMNER CITY COUNCIL **Minutes – Study Session** **June 13, 2022**

In an effort to be diligent, the City is continuing to conduct all public meetings using a hybrid model via the ZOOM platform and in-person. Access information can be located on the City's website, and on each meeting agenda.

The Sumner City Council met in study session at 6:02pm, with Deputy Mayor Cindy Hochstatter presiding.

Councilmembers present: Bitetto, Brown, Neuman, Reed and Stuard

MOVED BY NEUMAN, SECONDED BY BITETTO TO EXCUSE COUNCILMEMBER COLE.

PASSED BY VOICE VOTE.

COUNCILMEMBER COLE ARRIVED AT 6:42pm.

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Chief Financial Officer Kassandra Raymond, Deputy City Attorney Maili Barber, Senior Planner Ann Seibenthaler, Administrative Services Director Jeff Steffens, City Engineer Michael Kosa

DEPUTY MAYOR HOCHSTATTER ANNOUNCED THERE IS A CHANGE IN THE ORDER OF THE AGENDA AND ASKED FOR A MOTION TO SWITCH ITEMS 1 AND 2.

MOVED BY BITETTO SECONDED BY REED TO APPROVE AN AMENDED AGENDA.

PASSED BY VOICE VOTE.

PRESENTATION

Sumner – Bonney Lake School District – Family Center Update, presented by Marilee Hill-Anderson, Director of Community Engagement and Homeless Services

REGULAR BUSINESS

1. **Town Center Utility Woonerf Project** Ordinance No. 2820—Amending the 2021/2022 Biennial Budget
2. **Ordinance No. 2820 – Amending the 2021/2022 Biennial Budget** Town Center Utility Woonerf Project
3. 2022 Comprehensive Plan Amendments

ADJOURNMENT

When there was no further business before the Council, the meeting adjourned at 8:42pm.

ATTEST:

City Clerk Michelle Converse, CMC

Deputy Mayor Cindi Hochstatter

SUBJECT: Ordinance No. 2821 - Expanding Multifamily Tax Exemption Residential Target Areas

CATEGORY: Public Hearings

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2821 - Expanding Multifamily Tax Exemption Residential Target Areas

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

In 2021, the City Council approved the Housing Action Plan and prioritized implementation actions. Expanding the City's Multifamily Tax Exemption (MFTE) program to include areas beyond the current Town Center for multifamily housing developments that provide 20% of the total units as affordable housing. After several study sessions the Council gave staff direction to move forward with expanding the option for a 12-year MFTE for affordable housing in the East Sumner area. State law requires a public hearing prior to expanding the residential target areas where the Multifamily Tax Exemption is allowed.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 3/28/2022

COMMITTEE RECOMMENDATION: Committee Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Staff recommends conducting the public hearing and taking action on July 18, 2022.

**ORDINANCE NO. 2821
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE EXPANDING THE MULTIFAMILY PROPERTY TAX EXEMPTION (MFTE) RESIDENTIAL TARGET AREA TO INCLUDE SECTIONS OF EAST SUMNER NEIGHBORHOOD TO PROMOTE THE DEVELOPMENT OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS.

WHEREAS, the City Council approved the City of Sumner 2021 Housing Action Plan which contained 14 actions for promoting affordable housing; and

WHEREAS, the East Sumner Neighborhood Plan contains properties zoned for multifamily development that offer an opportunity for substantial new residential development at 25-40 dwelling units per acre; and

WHEREAS, the City of Sumner has a Multifamily Tax Exemption program in place and the expansion of the area beyond the Town Center Area will facilitate the development of affordable housing; and City of Sumner places significant value on walkability and connectivity in the downtown; and

WHEREAS, the City of Sumner adopted the Sumner Comprehensive Plan, to implement the planning requirements of the Growth Management Act, RCW 36.70A; and

WHEREAS, the City of Sumner establishes a need for multifamily housing and expressly designates the Town Center as a location for multifamily housing; and

WHEREAS, the Town Center Plan demonstrates a need for the redevelopment of the Town Center and establishes a plan for the redevelopment that includes the new construction of multifamily housing; and

WHEREAS, in order to justify the tax abatement program, it is appropriate that the residential development, to which the tax abatement program would apply, establish a long term benefit to the City; and

WHEREAS, the residential development to which the tax abatement program would apply should also reflect a minimum investment; and

WHEREAS, the proposed regulations provide a benefit, based on research of surrounding jurisdictions, interviews with developers, and real estate professionals and community input; and

WHEREAS, the City has completed a public process including a public hearing with the City Council on March 4, 2019; and

WHEREAS, the City Council held a duly advertised public hearing on May 16, 2022 and held a prior study session on February 14, March 7 and March 28, 2022, to deliberate and discuss alternatives; and

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

Section 1. That section 3.52.020, paragraph O. “Residential Targeted Area” of the Sumner Municipal Code is hereby amended to read as follows:

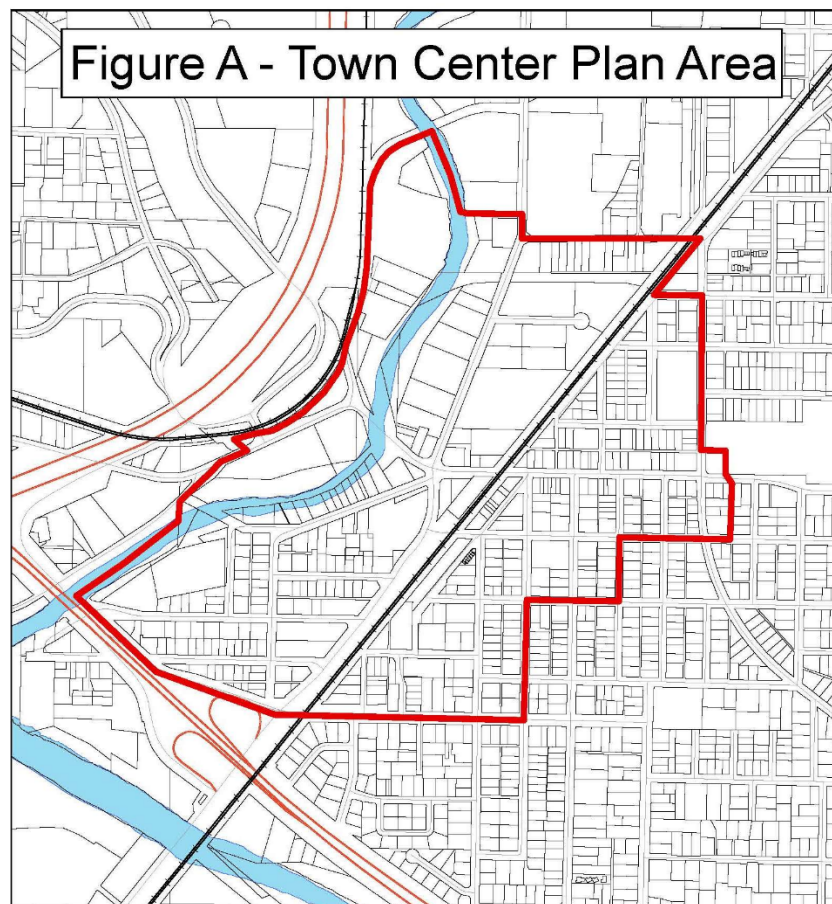
“O. “Residential targeted area,” also “residential target area,” means the geographic area located within the areas set forth in Figures A and B in SMC 3.52.050(A).”

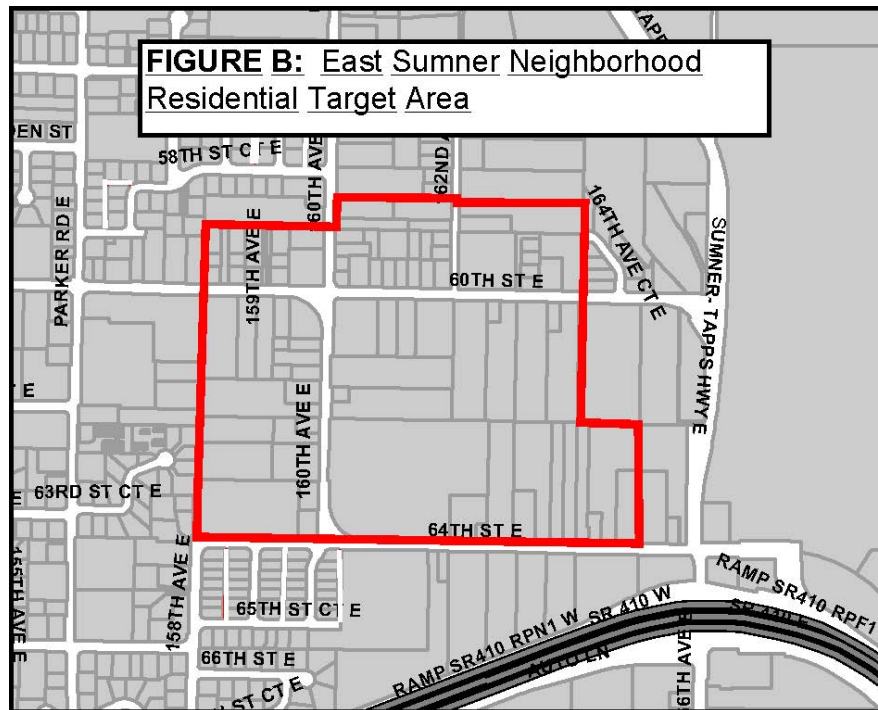
Section 2. That section 3.52.050 “Project Eligibility” of the Sumner Municipal Code is hereby amended to read as follows:

“3.52.050 Project eligibility.

A proposed multifamily housing project must meet the following requirements for consideration for a property tax exemption:

A. Location. The project must be located within a residential targeted area as defined in SMC 3.52.020 and as set forth in Figures A and B.





B. Tenant Displacement Prohibited. The project must not displace existing residential tenants of structures that are proposed for redevelopment. If the property proposed to be rehabilitated is not vacant, an applicant shall provide each existing tenant housing of comparable size, quality, and price and a reasonable opportunity to relocate.

C. Noncompliance with Building Codes. Existing dwelling units proposed for rehabilitation must fail to comply with one or more standards of the applicable state or city building codes.

D. Size of Project. The new, converted, or rehabilitated multiple-unit housing must provide for a minimum of 50 percent of the space for permanent residential occupancy. The project, whether new, converted, or rehabilitated multiple-unit housing, must include at least 12 units of multifamily housing within a residential structure or as part of an urban development. In the case of existing multifamily housing that is occupied or which has not been vacant for 12 months or more, the multifamily housing project must also provide for a minimum of four additional multifamily units for a total project of at least 10 units including the four additional units. Existing multifamily housing that has been vacant for 12 months or more does not have to provide additional units.

E. Proposed Completion Date. New construction of multifamily housing and rehabilitation improvements must be completed within three years from the date of approval of the application.

F. Compliance with Guidelines and Standards. The project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable

regulations. The project must also comply with any other standards and guidelines adopted by the city council for the residential targeted area.

G. Properties located within the residential target area as shown in section (A), Figure B, East Sumner Neighborhood, shall only be eligible for the 12-year duration of exemption as set forth in SMC 3.52.040(A)(1)(b).

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make the 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.

Section 4. Severability – Construction. 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, the provisions of this ordinance shall control.

Section 5. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage, approval and publication, as provided by law.

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

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Noel Clark, Legal Services Coordinator

City Attorney Andrea Marquez

First Reading: 5/16/2022
Date Adopted:
Date of Publication:
Effective Date:

SUBJECT: Ordinance No. 2825 - Stormwater Source Control Code Update Sumner
Municipal Code 13.48

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2825 - Stormwater Source Control Code Update SMC 13.48

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

The City's National Pollutant Discharge Elimination System (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. 2825
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. A new article IX shall be created under SMC 13.48 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

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.

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 Sumner Municipal Code 13.48

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2826 - Stormwater Manual Adoption Sumner Municipal Code 13.48

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

The City's National Pollutant Discharge Elimination System (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. 2826
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 1. 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 2. 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 3. Effective date. This ordinance shall take effect five (5) days from the date of publication in the City's official newspaper.

Section 4. 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: Ordinance No. 2820 - Amending the 2021/2022 Biennial Budget

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: As amended

Within Budget Allocation: As amended

ATTACHMENTS:

1. Ordinance No. 2820 - Amending the 2021/2022 Biennial Budget

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Staff presents the 2nd quarter 2022 amendment to the 2021/2022 Biennial Budget. This amendment includes:

- Add 1.0 FTE Finance Specialist/Finance Technician effective 07/01/2022 to address operational needs;
- Recognize grant revenue and associated expenditure for law enforcement purchases (portable breathalyzers and a drone);
- On-call Development Services plan review to meet increased demand;
- Support of city-wide SharePoint migration professional service support;
- Increased appropriations for water supplies (meter and other service supplies) to meet increased needs;
- Re-allocate ARPA contribution for Town Center - Utility/Woonerf project from Sewer to Water Fund;
- Recognize awarded STP grant for Wood & Main project;
- Re-allocate City Council Strategic Fund contribution from Wood & Main project to Town Center - Utility/Woonerf project;
- Design activities (building and automated irrigation) at the Sumner Cemetery;
- Recognize increased revenue support for Sumner Cemetery development; and
- Re-appropriate expenditures for the 24th St Utility Relocation (from the 2019/2020 Biennial Budget);

Ord No. 2820		
BA 06/21/2022		
	<i>Revenues</i>	<i>Expenditures</i>
General Fund	\$ 34,500	268,682
Reserve Funds	-	-
Special Revenue Funds	500,000	500,000
Debt Service Funds	-	-
Capital Funds	1,330,000	1,330,000
Utility Funds	500,000	2,958,800
Other Enterprise Funds	120,000	130,000
Internal Service Funds	14,000	17,500
Fiduciary Funds	-	-
	\$ 2,498,500	\$ 5,204,982

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee 06/01/2022
City Council Study Session 06/13/2022
MEETING/STUDY SESSION DATE: 6/13/2022
COMMITTEE RECOMMENDATION: A motion to approve Ordinance No. 2820 amending the 2021/2022 Biennial Budget.

STAFF RECOMMENDATIONS/MOTION:

A motion to approve Ordinance No. 2820 amending the 2021/2022 Biennial Budget.

ORDINANCE NO. 2820
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2021-2022 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2758, APPROVED DECEMBER 7, 2020, AND PREVIOUSLY AMENDED IN ORDINANCE 2762, APPROVED FEBRUARY 16, 2021, ORDINANCE 2771, APPROVED APRIL 19, 2021, ORDINANCE 2786, APPROVED AUGUST 2, 2021, ORDINANCE 2790, APPROVED AUGUST 16, 2021, ORDINANCE 2791, APPROVED AUGUST 16, 2021, ORDINANCE 2797, APPROVED OCTOBER 18, 2021, ORDINANCE 2802, APPROVED DECEMBER 6, 2021, ORDINANCE 2803, APPROVED DECEMBER 6, 2021, ORDINANCE 2804, APPROVED JANUARY 18, 2022, ORDINANCE 2813, APPROVED FEBRUARY 7, 2022, ORDINANCE 2815, APPROVED MARCH 21, 2022, and ORDINANCE 2818, APPROVED APRIL 4, 2022.

WHEREAS, The Sumner City Council approved Ordinance No. 2758 which adopted a biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2762 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2771 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2786 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2790 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2791 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2797 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2802 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2803 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2804 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2813 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2815 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2818 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, RCW 35A.34 provides procedures for adopting, managing, and amending a biennial budget; and

WHEREAS, RCW 35A.34.130 requires that the adopted biennial budget be subject to a mid-biennial review and modifications as needed; and

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

Section 1. Amendment. The biennial budget for the City of Sumner for the period January 1, 2021 through December 31, 2022 as contained in the adopted 2021-2022 Biennial Budget for total revenue/sources and expenditures/uses as approved by the City Council, is hereby amended by Total Revenue and Expenditures for each fund as shown on the attached 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 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.

Section 3. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 4. Effective Date. This Ordinance shall become effective five (5) days from and after its passage, approval, and publication as provided by law.

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

City Attorney Andrea Marquez

BA 06/20/2022 Funds	Beginning Fund		Revenues			Expenditures			Ending Fund
	Balance								Balance
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>06/20/22</i>	<i>Adopted</i>	<i>Previous</i>	<i>06/20/22</i>	<i>Revised</i>	
001 General	\$ 5,978,542	\$ 31,643,467	\$ 550,870	\$ 34,500	\$ 31,919,065	1,361,885	\$ 268,682	\$ 4,657,747	
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824	
003 Building Reserves	475,000	200,000	-	-	80,000	150,000	-	445,000	
103 Complete Streets	241,851	-	-	-	200,000	41,654	-	197	
105 Drug Enforcement	63,457	-	-	-	4,500	-	-	58,957	
106 Hotel/Motel	273,747	215,000	25,000	-	106,245	318,000	-	89,502	
115 ARPA Funding	-	-	3,210,676	500,000	-	2,987,000	500,000	223,676	
200 Debt Service	2,570,000	527,200	-	-	520,000	-	-	2,577,200	
221 LID Guarantee	694,969	-	-	-	-	-	-	694,969	
302 Sidewalk	477,769	4,308,069	(310,000)	-	3,524,069	(310,000)	-	1,261,769	
305 Real Estate Excise Tax	1,093,200	1,600,000	-	-	-	1,776,000	-	917,200	
307 LID Capital Project Fund	9,545	-	-	-	-	-	-	9,545	
310 Parks & Trails Capital Fund	544,740	1,237,500	2,456,000	-	1,237,500	2,381,000	-	619,740	
320 Street Capital Fund	826,206	6,709,520	2,680,700	1,330,000	7,679,245	1,381,700	1,330,000	1,155,481	
325 Facilities Capital Fund	183,773	26,200,000	276,000	-	15,700,000	956,000	-	10,003,773	
401 Water	13,477,844	11,104,747	525,000	500,000	15,719,366	1,216,990	1,486,300	7,184,934	
402 Wastewater	20,996,349	15,706,582	591,050	-	18,404,296	1,510,746	1,472,500	15,906,438	
403 Utility Bond Reserves	1,729,536	-	-	-	-	-	-	1,729,536	
408 Stormwater	14,788,274	14,201,134	-	-	18,573,507	369,622	-	10,046,279	
410 Cemetery Operations	31,493	1,352,800	-	-	1,358,895	2,260	-	23,138	
415 Cemetery Development	-	-	40,000	120,000	-	25,000	130,000	5,000	
440 Animal Control	12,239	1,496,319	121,184	-	1,460,055	114,855	-	54,832	
501 Unemployment Insurance	43,989	-	-	-	3,055	-	-	40,934	
550 Fleet Management	6,261	1,251,664	-	-	1,251,660	690	-	5,575	
551 Information Technology	273,009	2,385,042	155,930	14,000	2,385,040	146,896	17,500	278,545	
555 Equipment Reserve	1,013,749	1,297,245	315,000	-	790,000	373,000	-	1,462,994	
601 Cemetery Endowment	1,472,385	60,000	-	-	-	-	-	1,532,385	
603 Alder Ave Remediation	25,649	-	-	-	-	-	-	25,649	
605 Development Impact Fees	7,026,351	700,000	-	-	3,397,200	835,000	-	3,494,151	
611 Firemen's Pension	11,832	160,000	-	-	160,000	-	-	11,832	
Total All Funds	\$ 75,322,583	\$ 122,356,289	\$ 10,637,410	\$ 2,498,500	\$ 124,473,699	\$ 15,638,298	\$ 5,204,982	\$ 65,497,803	

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. 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> \$ <u>61,695.00</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~~ **\$3,218,433.00**
Schedule C Sales Tax Exempt \$ 0
Schedule C Total \$ ~~3,218,478.00~~ **\$3,218,433.00**

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

\$6,541,360.63 Base Bid Total = \$ <u>6,541,405.63</u> (Schedule A + Schedule B + Schedule C + Schedule D + Schedule E + Schedule F + Schedule G)
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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

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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	

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					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								

JUNE 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4
		5:30PM Finance Committee (Virtual/FF Conf Room)	6:00PM Planning Commission (Virtual/Chambers)		
6	7	8	9	10	11
6:00PM Regular Council Meeting (Virtual/Chambers)	4:00 PM Public Works Committee (Virtual/FF Conf Room)	5:30PM American Rescue Plan Committee 6:30PM **Cancelled** Design Commission (Virtual/FF Conf Room)	4:30PM Forestry/Parks Commission (Virtual/FF Conf Room)		
13	14	15	16	17	18
6:00PM Study Session (Virtual/Chambers)		**Cancelled** 5:30PM Public Safety (Virtual/FF Conf Room)			
20	21	22	23	24	25
RECOGNIZED HOLIDAY CITY HALL CLOSED	4:00PM Special Public Works Cmtee (Virtual/FF Conf Room) 6:00PM Regular Council Meeting (Virtual/Chambers)	5:00PM CD Committee (Virtual/FF Conf Room)	5:30PM Arts Commission (Virtual/FF Conf Room)		
27	28	29	30		
6:00PM Study Session (Virtual/Chambers)					

*Meeting dates and times may change. Please contact City Hall to confirm this information prior to any meeting you plan to attend. **These meetings are accessible to persons with disabilities.** For individuals who require special accommodations, please contact City Hall at (253) 299-5500, 24 hours in advance.*

Name: Michelle Converse, CMC

Title: City Clerk

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