

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/85846018452>

Or One tap mobile :

US: +12532158782,,85846018452# or +13462487799,,85846018452#

Or Telephone: 1 253 215 8782

Webinar ID: 858 4601 8452

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 regular council meeting minutes from September 6, 2022 and September 12, 2022 study session.
2. TC: Heritage Park Masterplan, Alley Design, and Wayfinding Signage - Consultant Services Contract
3. Salmon Creek Culverts - Consultant Services Contract
4. Resolution No. 1637 - Acceptance of Local Records Grant from Washington State Archives

PUBLIC HEARING

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 Michelledc@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. Cultural Arts Commissioner Appointment (L. Johnson)
 - b. Cultural Arts Commissioner Appointment (P. Johnson)
 - c. Ordinance No. 2833 - Amending the 2021/2022 Biennial Budget

d. Ordinance No. 2834 - Amending the 2021-2022 Biennial Budget (ARPA)

e. Resolution No. 1638 - Utility Bill Assistance Program

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 regular council meeting minutes from September 6, 2022 and September 12, 2022 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. September 12, 2022 Study Session Minutes
2. September 6, 2022 Regular Meeting Minutes

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Minutes from the previous two meetings.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: COMMITTEE RECOMMENDATION:
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STAFF RECOMMENDATIONS/MOTION:

Approve as written.



Mayor Hayden called to order the Sumner City Study Session of September 12, 2022, at 6pm.

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Community Development Director Ryan Windish, Communications Director Carmen Palmer, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Police Chief Moericke, HR Manager Adrienne McNeilly, Administrative Services Director Jeff Steffens, Chief Financial Officer Cassandra Raymond, Deputy City Attorney Maili Barber and City Engineer Michael Kosa

Council present: Bitetto (Left at 8:45pm), Brown, Cole, Hochstatter, Neuman and Stuard

Councilmember Reed was absent.

MOVED BY HOCHSTATTER SECONDED BY STUARD TO EXCUSE COUNCILMEMBER REED.

PASSED BY VOICE VOTE

STUDY SESSION BUSINESS

1. Community Services Budget
2. 2023-2024 Budget Process Overview
3. Department Budget Presentations

CITY ADMINISTRATOR REPORT

AGENDA SETTING

1. Council Meeting Agenda Calendar
2. Council Committee Meeting Calendar

EXECUTIVE SESSION

ADJOURNMENT

With no further business before the Council, Mayor Hayden adjourned the meeting at 9:03pm. Councilmembers concurred.

Kathy Hayden, Mayor

Attest:

Michelle Converse, City Clerk



The city conducted this public meeting using a hybrid model, in-person and on the Zoom platform.

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Administrative Services Director Jeff Steffens, Development Services Director Doug Beagle, Community Development Director Ryan Windish, Communications Director Carmen Palmer, Police Chief Brad Moericke, Public Works Director Mike Dahlem, Senior Planner Ann Siegenthaler and Chief Financial Officer Kassandra Raymond

THE REGULAR MEETING OF THE SUMNER CITY COUNCIL WAS CALLED TO ORDER BY MAYOR HAYDEN AT 6:00PM.

CALL TO ORDER

Pledge of Allegiance Invocation

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

MOVED BY HOCHSTATTER SECONDED BY REED TO APPROVE THE CONSENT AGENDA CONSISTING OF:

1. Approval of the meeting minutes from the August 15, 2022 regular council meeting, the August 22 study session, and the special study session of August 29, 2022
2. Finance Specialist Compensation Approval
3. Seibenthaler Park –Phase 1 Spray Park - 2023/2024 Biennial Budget Reserve
4. Bennett Property – Acquisition & Phase 1 Development - 2023/2024 Biennial Budget Reserve
5. Approval of electronic checks and payments in the amount of \$1,786,212.12

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was none tonight.

REGULAR BUSINESS

1. Unfinished Business

a. Ordinance No. 2832 – Houston Road Annexation Approval

MOVED BY HOCHSTATTER SECONDED BY NEUMAN TO APPROVE ORDINANCE NO. 2832 – HOUSTON ROAD ANNEXATION.

Senior Planner Ann Siegenthaler addressed the council.

Since a Public Hearing had been previously scheduled, there was no public or council comment.

PASSED BY ROLL CALL VOTE.

2. Public Comment

There was no public comment this evening.

3. New Business

a. BusUp Master Services Agreement – MIC Transit

MOVED BY NEUMAN SECONDED BY REED TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT SUBSTANTIALLY IN THE FORM OF THE ATTACHED, WITH BusUp, INC. TO PROVIDE MICRO-TRANSIT SERVICE IN THE CITY OF SUMNER, TOGETHER WITH ANY OTHER AGREEMENTS REQUIRED TO BEING THE TRANSIT PILOT PROGRAM.

Community Development Director Ryan Windish addressed the Council.

Discussion ensued.

A resident from Bonney Avenue had several questions about the program and asked Council for a further review.

MOVED BY STUARD SECONDED BY HOCHSTATTER TO POSTPONE THIS ITEM AND SEND IT BACK TO STUDY SESSION FOR ADDITIONAL DISCUSSION AND REVIEW.

MOTION TO POSTPONE PASSED BY A VOTE OF 5-2.

COUNCILMEMBERS VOTING YES: HOCHSTATTER, STUARD, REED, BROWN AND COLE

COUNCILMEMBERS VOTING NO: NEUMAN AND BITETTO

4. Reports

a. Council

Councilmembers Cole, Neuman and Deputy Mayor Hochstatter had no reports tonight.

Councilmember Brown reminded the public of school bus safety.

Councilmember Stuard asked all to please watch out for students!

Councilmember Neuman hoped that everyone had a fun and safe Labor Day

Councilmember Bitetto shared two items, it's that time of year and the Fair has started. She also attended the School Districts Convocation, what a wonderful event! It was very exciting to see all employees from the district in one place. Superintendent Dent reminded everyone in attendance their goal as a district is for 100% graduation and they are well on track.

b. City Administrator

City Administrator Jason Wilson shared the following:

Upcoming Policy Issues:

- September 12th Study Session:
 - Community Services Budget Presentations
 - Social Service Applications
 - Community Float
 - Budget Overview
 - Department Budgets
 - Legislative
 - Executive
 - Administrative Services

- Municipal Court
 - Finance
 - Human Resources
 - Risk Management
 - DEI
 - Senior Center
 - Non-Departmental
 - Community/Human Services
 - Legal
 - Council Strategic Reserve
 -
- September 19th Regular Council Meeting
 - Purchase and Sale Agreement Nordyke property
 - TC: Heritage Park Masterplan, Alley Design, and Wayfinding Signage - Consultant Services Contract
 - Salmon Creek Culverts - Consultant Services Contract
 - Two Arts Commission Appointments
 - Ordinance amending the ARPA Budget Amendment for utility assistance program
 - Resolution Creating a Utility Assistance Payment Program
 - Ordinance Amending the Budget increasing authorized FTEs in Public Works
 - Resolution Accepting Washington State Archives Grant
- September 19th Special Study Session
 - Department Budgets
 - Law Enforcement
 - General Fund Police Operations
 - Metro Animal Services (Fund 440)
 - Streets
 - General Fund (001) Street Operations
 - Sidewalk Capital (302) Fund
 - Street Capital (320) Fund

Personnel Issues:

- This Thursday Entry Level Police Officer Chase Vento will be graduating from the Basic Law Enforcement Academy. For approximately the next three months he will be in the Field Training Program.

c. **Mayor**

Mayor Hayden reminded everyone that even though there is construction on Cherry, the businesses are still open!

5. Executive Session

6. Adjournment

With no additional business before the council, Mayor Hayden adjourned the meeting at 6:52pm, councilmembers concurred.

ATTEST:

Kathy Hayden, Mayor

Michelle Converse, CMC City Clerk

SUBJECT: TC: Heritage Park Masterplan, Alley Design, and Wayfinding Signage -
Consultant Services Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$215,000.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract with Scope and Fee

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

SUMMARY BACKGROUND:

The work to be performed by the consultant includes three components:

1. Heritage Park: Consistent with the Main Street Visioning Plan, provide a master plan of the expanded park to serve as the heart of the city.
2. Alley Activation: Design how to upgrade and better utilize current alleys as multipurpose areas. Develop the alley between Kincaid & Alder Ave to 30% plans.
3. Wayfinding Signs: Convert an existing graphic design package into wayfinding/public parking signs by finalizing elements such as posts, materials, etc.

JETT Landscape Architecture + Design, 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 \$215,000 was negotiated for the three components of this project. Once the 30% design is complete for the Alley Activation portion, it is possible that additional authorization will be requested to take this design to 100%.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/6/2022

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with JETT Landscape Architecture + Design Inc. in an amount not-to-exceed \$215,000 for the Reuben A. Knobloch Heritage Park Masterplan, Heritage Park Alley Design, and Citywise Wayfinding Signage Posts (W-22-04), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT between the CITY OF SUMNER and

JETT LANDSCAPE ARCHITECTURE + DESIGN, INC.

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and JETT Landscape Architecture + Design, Inc., organized under the laws of the State of Washington, located and doing business at 3614 California Ave SW, Unit #154, Seattle, WA 98116, 206-947-6869, Todd Bronk. (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. 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, 2024.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$215,000.00 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 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: Todd Bronk, Principal JETT Landscape Architecture + Design, Inc. 3614 California Ave SW, Unit #154 Seattle, WA 98116 206-947-6869	NOTICES TO BE SENT TO: CITY OF SUMNER: Alisa O'Haver- Ayala, Associate City Engineer City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5703 alisao@sumnerwa.gov



Orinda Office
2 Theatre Square
Suite 218
Orinda, CA 94563
925.254.5422 P

Seattle Office
3445 California Avenue SW
Suite A
Seattle, WA 98116
206.947.6869 P

PROPOSAL FOR PROFESSIONAL SERVICES

DATE: August 26, 2022

TO: Derek Barry
Community Services Manager
City of Sumner
1104 Maple Street
Sumner, WA 98390

PROJECT: Reuben A. Knoblauch Heritage Park & Alley Master Plan

CLIENT: City of Sumner Parks Department

CC: Alisa O'Haver-Ayala, City Engineer
City of Sumner

Dear Derek,

JETT Landscape Architecture + Design, Inc. is pleased to have the opportunity to submit the following proposal to the City of Sumner for Landscape Architectural Services for the Reuben A. Knoblauch Heritage Park & Alley Master Plan project, in the City of Sumner, Washington.

Our team is excited to be collaborating with your team at the City to reimagine downtown Sumner's Town Center open spaces and create places for people, events, and culture for the community in the heart of the City.

Feel free to contact me anytime to discuss this proposal, or if any of the above requires further clarification.

Sincerely,
JETT LANDSCAPE ARCHITECTURE + DESIGN, INC.

A handwritten signature in black ink, appearing to be "TB", written over a light blue horizontal line.

Todd L. Bronk, Principal
WRLA #1056

SCOPE OF WORK

The following Scope of Work is based upon the City of Sumner's request for qualifications for Town Center: Reuben A. Knoblauch Heritage Park Master Plan, Alley Streetscape Design (Alleyway), and Wayfinding Signage Design, dated May 2022. Supplemental information provided by the City in **Exhibit A** provides the overall scope areas (in red) or the Park and Alleyway.

All work will be in close collaboration with the City of Sumner and JETT's design team assembled for this project per the following detailed scope of services and project schedule (Exhibit B).

The project consists of the following scopes of work:

1. Master Planning & Placemaking
2. 30% Plans for Alleyway
3. Wayfinding vertical post (Carrier) Design and Documentation for Town Center (Refer to Exhibit A)

Areas to be Master Planned include:

1. Reuben A. Knoblauch Heritage Park (Refer to Exhibit A)
2. Current Alley Streetscape (Alleyway) (Refer to Exhibit A)

The scope of work will include the following disciplines | professional design firms:

1. Placemaking | JETT
2. Landscape Architecture | JETT
3. Civil Engineering | JMJ
4. Planning | JMJ
5. Architecture | TCF Architecture
6. Site Lighting | Littlefish Lighting

SCOPE OF SERVICES

JETT will provide services in accordance with phases and deliverables outlined below. The JETT team will work collaboratively with the City of Sumner (City) and in the following phases:

Task 1: Project Start Up, Analysis, Feasibility Studies

1. Develop project work plan, schedule, and scope for overall project(s) for City of Sumner review and approval.
2. Survey Coordination and background development.
3. Site Analysis – Park & Alley Parcel
 - A. Review city-provided arborist, geotechnical, soils toxicity, and property deed reports.
 - B. Review city-purchased park building at 902 Kincaid Street for reuse as community building. Detailed assessment by City of Sumner under a separate scope of work.
 - C. Review and comment on TCUW construction documents and provide design / construction feedback on materials, stormwater, and grading as they relate to park and alley edge and connectivity.
 - D. Visible survey and provide photographic and map exhibit of existing historical and cultural resources on the existing park site.
 - E. Basic light level analysis based on field survey utilizing a handheld monitor of existing light levels to create a site lighting base map for Master Plan development.

4. Produce site analysis exhibits for initial outreach meetings with community.

Anticipated Deliverables:

- Existing site cultural and historic elements plan view exhibit
- Site Opportunities / Constraints plan view exhibit
- Light Level Analysis of Park / Alley
- Initial site backgrounds and massing model for all future design studies of park and alley

Meetings:

- Site Visits (2)
- Project Kick-off meeting / workshop (1)
- Owner's meetings with City team (5)
- Coordination Meetings with consultants (4)

Schedule: Refer to attached project schedule – Anticipate 2-month schedule

Task 2: Outreach Assistance

Task 2 shall be a parallel process informed by the Master Plan process in Task 3. Refer to Exhibit B, Project Schedule.

1. Outreach Coordination Meeting with City
2. Coordination Outreach Plan
 - A. Attend kickoff meeting to develop community outreach event plan in coordination with the City Events and Open House schedule.
 - B. City to lead scheduling, announcements, location, logistics for outreach event.
 - C. JETT team to assist City with providing graphic boards for permanent location of project outreach in downtown Sumner location. City to determine permanent location.
3. Community / Stakeholder survey & data gathering
 - A. Prepare community outreach survey questions in collaboration with the City Outreach team via virtual meeting at each event (assume 4 events). City to lead development of questions, post survey physically and online, manage website information (Sumner Connects), download results, and analyze data for each event. JETT to review and incorporate data and discussions into Master Plan design process in Task 3.
 - B. JETT team to provide input and feedback for city-provided online / onsite surveys for up to four rounds of community engagement periods per the project schedule.
4. Outreach graphic boards for Master Plan development
 - A. Prepare outreach graphic boards and displays for up to four (4) community events in parallel with the Master Plan process in Task 3.
5. Attendance at Community Outreach Events
 - A. Master Plan Outreach meetings – up to four (4)
 - B. Community Events – up to two (2)
6. Consolidation/Report of Outreach data from City.
 - A. Gather and display outreach results from City and prepare results boards for Master Plan documents and outreach graphics.

Anticipated Deliverables:

- Outreach Presentation Boards for up to four (4) events
 - Imagery / Programs boards
 - Project Alternatives / Imagery boards
 - Draft Preferred Plan boards

- Draft Master Plan boards
- Manage printing of Outreach presentation boards for each event, City to reimburse material costs and additional time (contract assumes 8 hours total for printing coordination).

Meetings:

- Outreach Survey preparation meetings (4)
- Coordination meetings with City team and consultants (7)
- Attendance at Community Outreach Events (6)

Schedule: Refer to attached project schedule - Anticipate 9-month schedule

Task 3: Master Plan

1. Visioning / Preliminary Design
 - A. Parks Tour to review similar scaled projects in local communities
 - B. Develop outreach graphics of analysis and feasibility studies developed in Task 1.
 - C. Develop program-based outreach boards
 - D. JETT team to assist in providing graphic boards for permanent location of project outreach in downtown Sumner location. City to determine permanent location.
2. Conceptual Design Alternatives
 - A. Prepare for and attend Conceptual Design Workshop using?
 - B. Develop up to 3 program level concepts) and diagrammatic studies of circulation, day and night use/activation, cultural and historical elements, stormwater, architectural, and lighting for the park site and alley, program diagrams for community building in park to be used in the Conceptual Design workshop.
 - C. Prepare two conceptual design alternatives based on the feedback from the program level concepts. Develop outreach boards, including advanced imagery and graphics to convey alternatives presented to public at concept level for input.
 - D. Prepare concept level rough order of magnitude (ROM) cost estimate to analyze with design alternatives with the City.
3. Draft Preferred Plan
 - A. Prepare single design scheme based on outreach input, city and stakeholder input, and ROM level cost analysis.
 - i. Site Plan with hardscape coordinated with the adjacent UWTC Woonerf / Streets.
 - ii. Community building program diagram and square footage (conceptual level)
 - iii. Lighting diagram plan with fixture suggestions
 - iv. Stormwater conceptual locations and conceptual grading
 - v. Public Events diagrams and conceptual location for event infrastructure
 - vi. Art / cultural element diagrams and location in plan
 - B. Meet with City maintenance team to discuss design, maintenance standards, ideas for maintaining the new downtown spaces.
 - C. Prepare Draft Phasing plan / diagram
 - D. Update ROM estimate for single plan
 - E. Prepare graphic / rendering of preferred plan
 - i. Master Plan rendering
 - ii. Site sections / elevations
 - F. Preliminary massing of advanced three-dimensional rendering / walk through including up to three (3) preliminary perspectives of park / alley spaces.
 - G. Collaborate with City to initialize draft funding strategy memorandum. City to author.

- H. Review updated Geotechnical studies based on final design plan. City to obtain Geotech report if necessary.
 - I. Presentation to City Council (1)
- 4. Final Master Plan
 - A. Review comments and input from Preferred Plan.
 - B. Update single design scheme, diagrams, and graphics developed in preferred plan phase and finalize for master plan documentation.
 - C. Final Phasing plan / diagram
 - D. Final ROM estimate for single plan
 - E. Prepare Master Plan document, narrative, and collection of graphics, images, outreach results, and diagrams into a single document in electronic format (PDF)
 - F. Presentation to City Council (1)
- 5. Advanced Renderings
 - A. Finalize advanced three-dimensional renderings (day/night) & walk-through simulation (1).
 - B. Prepare final perspectives in photo-realistic rendering (2 max.), City to select final perspectives from to be advanced from Preferred Design phase.
- 6. SEPA Review (Checklist)
 - A. City to author the SEPA Checklist process for the project based on the final design plans. JETT team to provide input, narratives, calculations on spatial designs if necessary, and graphics from master plan process to support documentation.
- 7. Grant documentation assistance to City
 - A. City to author grant applications for advanced funding opportunities. JETT to strategize grant opportunities with City staff and provide narratives, graphics, and diagrams from the master plan process for applications. (Assume 8 total hours)

Anticipated Deliverables:

- Vision Design Package
- Concept Design Alternative Package
- Preferred Plan Package
- Final Master Plan Document(s)
- Advanced Renderings

Meetings:

- Presentation to City Council (2)
- Coordination meetings with City team/consultants (20)

Schedule: Refer to attached project schedule - Anticipate 10-month schedule

Task 4: Alleyway 30% Plans and Cost Estimate (WSDOT format)

- 1. Prepare 30% Plans
 - A. Civil layout plans based on alleyway design in Master Plan
 - B. Civil plans and profiles for utilities and grading
 - C. Coordination meeting with Puget Sound Energy to coordinate overhead lines in alley.
 - D. Prepare materials plans indicating pavement design, furniture layout, lighting locations, artist, and cultural elements for alleyway
 - E. Prepare planting plans for alleyway
 - F. Prepare 30% details for materials, lighting, and planting elements.

- G. Document Draft 30% Plans and Estimate
- H. Prepare Final 30% Plans and Estimate
- I. Coordinate alley specific narrative / grant information (City to author)

Anticipated Deliverables:

- Draft 30% Plans and Estimate
- Final 30% Plans and Estimate

Meetings:

- Utility coordination meeting (1)
- Coordination meetings with City team/consultants (7)

Schedule: Refer to attached project schedule - Anticipate 3-month schedule

Task 5: Wayfinding Assistance (City to lead)

General scope of this tasks is to assist the City with development and documentation of the wayfinding sign carriers for the downtown core. JETT will provide design and documentation of the carrier system in collaboration with the City team providing graphic design and graphic documentation for the signs and graphics.

1. Kickoff/Concept Design
 - A. Evaluate City wayfinding package and make recommendation via PDF markups
 - B. Review City suggested wayfinding locations and confirmed final post locations.
 - C. Confirm graphic panels, sizes, heights, text, colors, and materials.
 - D. Prepare conceptual designs for vertical post for graphic sign (carrier) details in Town Center.
2. Design Development
 - A. Develop wayfinding master plan for Town Center as overlay diagram.
 - B. Develop carrier details and graphic coordination of attachments.
3. Construction Documents
 - A. Coordinate carrier details with City preferred sign fabrication contractor / in-house team.
 - B. Mockup working carrier with fabricator and City.
 - C. Provide structural engineered details for carrier structures.
 - D. Update carrier details per mockup and fabricator comments.
 - E. City to provide location specific wayfinding graphics in plan format for fabrication.
4. Implementation
 - A. Revise carrier details as necessary to meet in-field locations (assume 4 hours)
 - B. Assist with bid process in estimate review with City. Assist with RFI's and submittals during construction process as they relate to the above scope of work in Task 5.
 - C. Review in-field installations with City team, provide comments, feedback on installations if necessary.

Anticipated Deliverables:

City to lead all deliverables, JETT to provide plans for carrier details and elements in collaboration with the City graphics team developing wayfinding locations, sign graphics and documentation.

- Draft Wayfinding Plans / Details for Town Center
- Final Wayfinding Plans / Details for Town Center

Meetings:

- Coordination meetings with City team/consultants (4)
- Fabricator meetings (2)

Schedule: Refer to attached project schedule - Anticipate 3-month schedule

FEES AND EXPENSES

Fees for the above services will be provided on a Time and Materials Not-to-Exceed (T&M NTE) basis as follows (please see clarifications below) and invoiced monthly based upon time spent on each phase of work. Please see assumptions for Time and Materials NTE amounts. The below fees for base services include all sub-consultant fees. Refer to breakdown of fees in Exhibit D.

Base Services

Task 1: Project Start Up, Analysis, Feasibility Studies	\$ 27,455
Task 2: Outreach Assistance	\$ 27,525
Task 3: Master Plan	\$ 83,825

Total Master Plan Fee	\$ 138,805
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Task 4: Alleyway 30% Plans and Estimate	\$ 54,940
Task 5: Wayfinding Assistance	\$ 18,755

Total Documentation Fee	\$ 73,695
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Reimbursable Expenses (Budget Estimate)	\$ 2500
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Total Fee	\$ 215,000
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Reimbursable expenses are not included in the above fees and will be billed on a time and materials basis as described under Schedule of Hourly Rates and Expenses. The above amount is for budgeting purposes and may be subject to modification. Please see Assumptions and Schedule of Hourly Rates and Expenses below.

ADDITIONAL SERVICES

Fees for the following optional services are not included in the above Scope of Work and Fees and may be negotiated on a task-by-task basis or at stated hourly rates. JETT will provide a detailed estimate of fees and expenses for Client approval prior to commencing with these services.

1. Attend public meetings not identified above	Time and Materials
2. Preparation of presentation boards or exhibits not identified above	Time and Materials
3. Additional presentation graphics / renderings not identified above	Time and Materials

SCHEDULE OF HOURLY RATES

Refer to attached Exhibit D

ASSUMPTIONS

1. City to provide Arborist report for existing trees including health assessments and survey locations if required for design / planning services.
2. Geotech / Advanced Engineering reports to be provided by City.
3. Drawings shall be prepared and administered as a single package. Splitting of drawings into separate packages not identified in the above scope of services may result in modifications to the above scope of work and fees.

4. Unless otherwise notified by City of Sumner (City), acceptance of the above proposal is for Base Services only.
5. JETT will provide services in accordance with the above Scope of Work and Fees which shall be made a part of any agreement between JETT and City of Sumner (City) and both party's responsibilities and duties shall be as agreed upon under any such agreement.
6. Reimbursable expenses shown above are for budgeting purposes only and are not a part of any maximum fee. JETT will notify City for authorization of additional expenses if required.

EXCLUSIONS TO THE SCOPE OF WORK

Services not included in the above Scope of Work and fees are outlined below. Some services not performed by JETT may be contracted through them.

1. Professional services beyond those identified in base services as described above, including structural engineering, electrical engineering, and other related disciplines.
2. Meetings with agencies, regulatory entities, or stakeholder groups outside the above base scope of services.
3. Modifications or revisions to drawings once the Owner has approved them.
4. Coordination and processing of submittals to jurisdictional agencies outside those listed in the above base services.
5. Arborist Report.
6. Cost Estimates beyond Rough Order of Magnitude estimate (ROM).
7. Design of water features, pools and spas beyond Schematic Design (Master Plan).
8. Design Development, Construction Documentation and Construction Administration Services not listed in the above base service scope.

INFORMATION AND/OR SERVICES TO BE PROVIDED BY OTHERS

The following information or services are required for the performance of work, and are not included in the above scope of services and fees:

1. Existing Survey and Architectural drawings.
2. Topographic surveys locating existing grades, existing trees and other existing fixed features.
3. Auto CADD base drawing with architectural and civil engineering improvements, and topographic survey externally referenced or linked into a single base drawing with industry standard layer management protocols. Base drawing file structure to remain consistent throughout all project design phases.
4. Topographic surveys locating existing trees to remain and other existing fixed features.
5. Civil base information in electronic format for contextual or adjacent project work including grading plans and utility layout plans indicating existing and proposed conditions, roadways, curbs and gutters, utilities and Civil Engineering improvements.

ESTIMATED WORK SCHEDULE

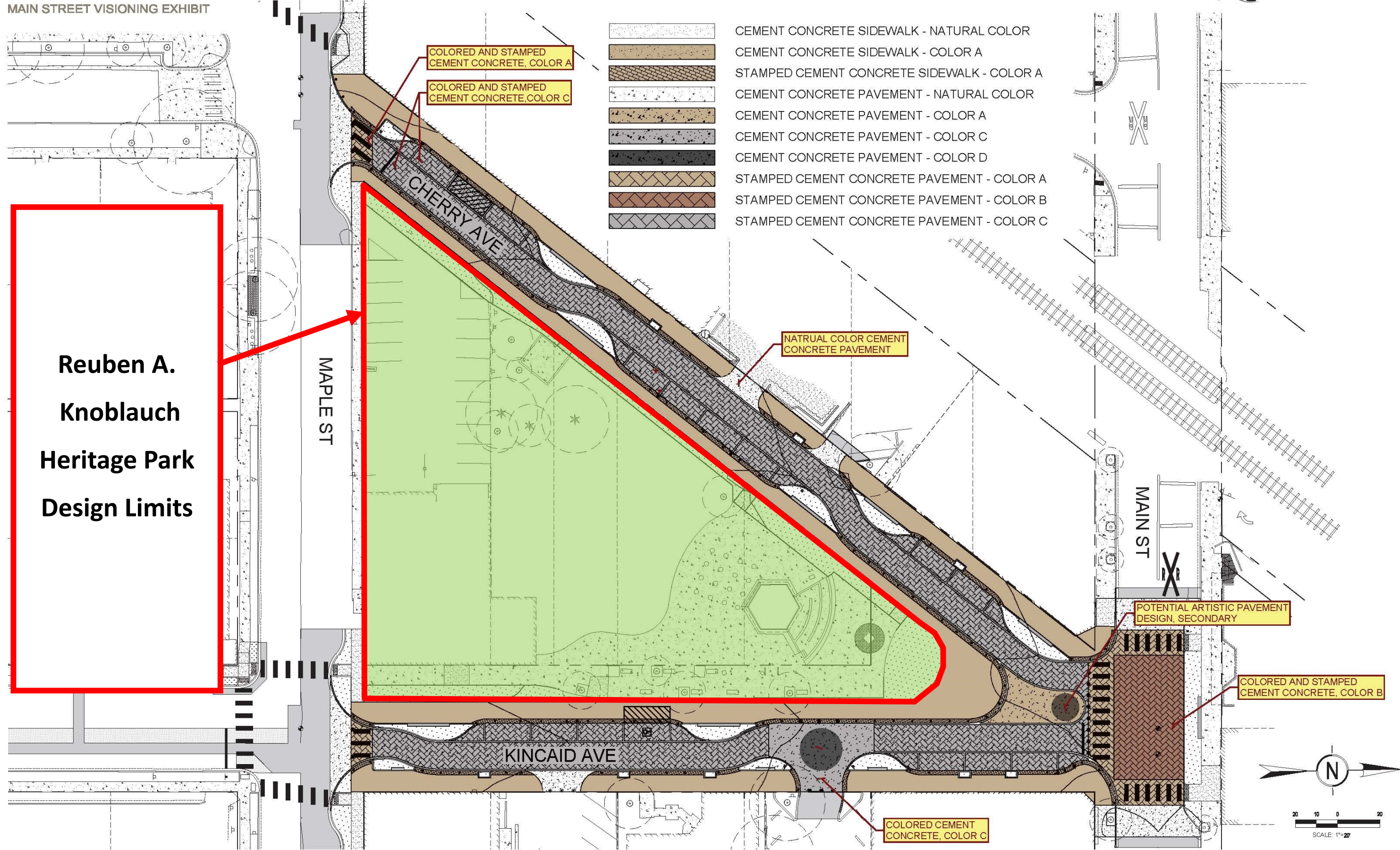
Refer to attached Exhibit B – Project Schedule

EXHIBIT 'A'

City of Sumner Town Center Scope of Work Area



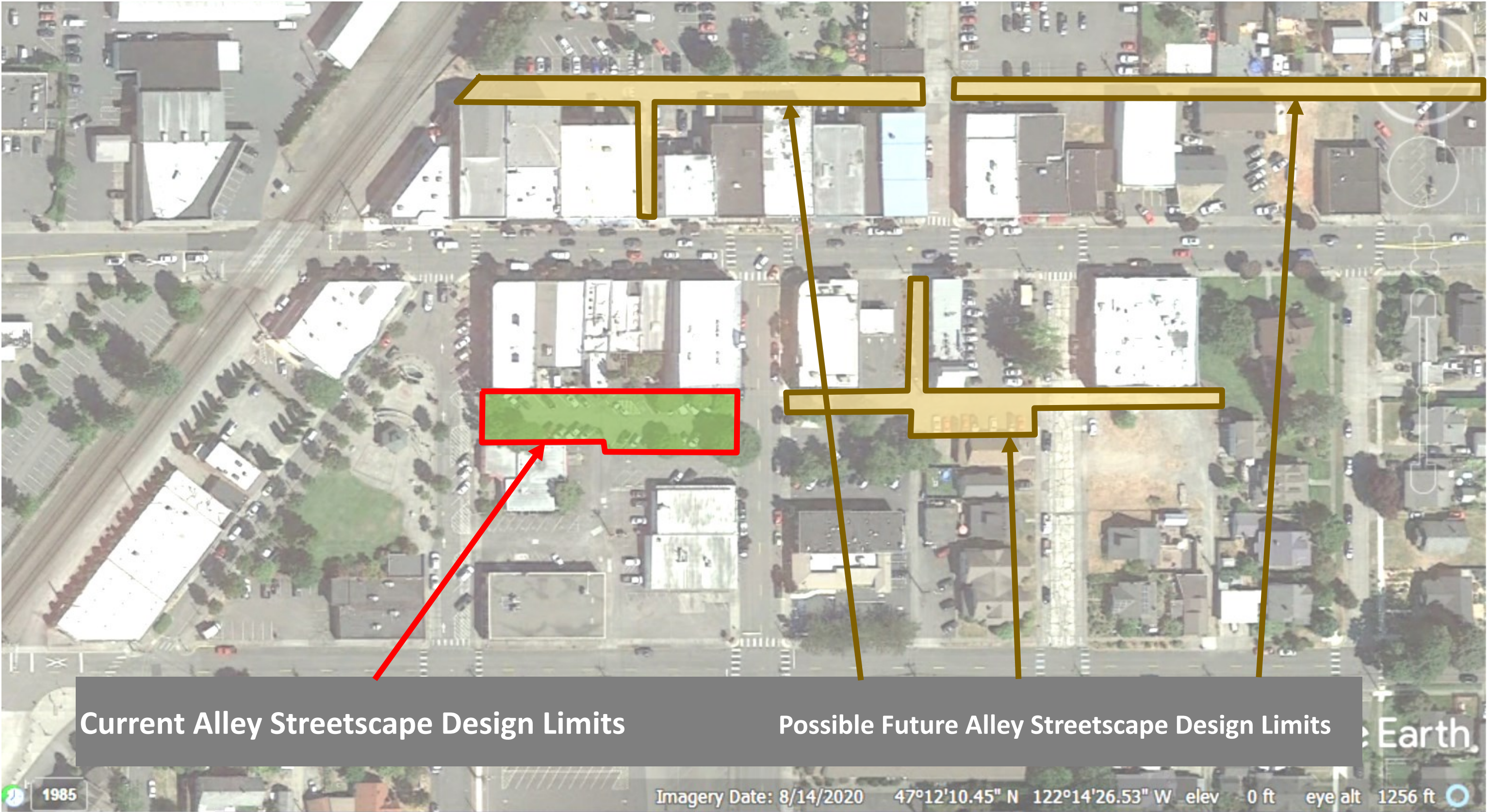
MAIN STREET VISIONING EXHIBIT



Reuben A.
Knoblauch
Heritage Park
Design Limits



Alley Streetscape Boundary



Current Alley Streetscape Design Limits

Possible Future Alley Streetscape Design Limits

EXHIBIT 'B'

City of Sumner Town Center Project Schedule

EXHIBIT B: CITY OF SUMNER TOWN CENTER PROJECT SCHEDULE

2022-08-26

City of Sumner Town Center Master Plan Project Schedule	2022																				2023																			
	August				September				October				November				December				January				February				March				April				May			
	WK-1	WK-2	WK-3	WK-4	WK-1	WK-2	WK-3	WK-4	WK-1	WK-2	WK-3	WK-4	WK-1	WK-2	WK-3	WK-4	WK-1	WK-2	WK-3	WK-4	WK-1	WK-2	WK-3	WK-4	WK-1	WK-2	WK-3	WK-4	WK-1	WK-2	WK-3	WK-4	WK-1	WK-2	WK-3	WK-4				
Project Start Up, Analysis, Feasibility Studies Project scoping Survey Coordination Site Analysis - Park & Alley Parcel																																								
Outreach (Lana Hoover, Carmen Palmer) Outreach Meeting with City of Sumner Coordinated Outreach Plan Survey - Online/onsite - data gathering Website management (by City) Master Plan Process/Graphics Outreach document package #1 - Imagery / Program Outreach document package #2 - Project Alternatives / Imagery Outreach document package #3 - Preferred Plan Outreach document package #4 - Master Plan & Final Graphics, model, renderings Consolidation and Report of Outreach results																																								
Master Plan Visioning / Preliminary design Regional Parks Tour Concept Design Alternatives Draft Preferred Plan Final Master Plan Advanced Graphics / Renderings SEPA Review (checklist) - coordination with City , City to author Grant documentation / Narrative assistance - City to author																																								
Alleyway 30% PSE Alleyway 30% PSE Plans																																								
Wayfinding PSE Assistance Kick off/Concept Design Design Development Construction Documents Implementation																																								

Updated: August 08, 2022

EXHIBIT 'C'

Schedules of Hourly Rates

SCHEDULE OF HOURLY RATES AND EXPENSES

Hourly rates will be billed as follows in accordance with the above Scope of Work and Fees.

Effective: January 1, 2022 – December 31, 2022

(Rates may increase on January 1 of the following year)

Principal	\$185.00 - \$245.00
Senior Landscape Architect / Project Manager	\$145.00 - \$175.00
Landscape Designer II/Sr. Cadd Drafting Technician	\$120.00 - \$140.00
Landscape Designer I/ Cadd Drafting Technician	\$95.00 - \$115.00
Clerical	\$65.00

EXPENSES

Printing, Large format graphics, Plotting from CADD files
and Reprographics by outside vendors

Cost + 10%

Small format in-house printing (8-1/2"x11")	\$0.22 per page for black and white / \$1.50 color
Small format in-house printing (11"x17")	\$0.44 per page for black and white / \$3.00 color

Reimbursable travel expenses include vehicular mileage at the current per mile rate published by the IRS at the time of billing, bridge tolls and parking, airfare, transit fare, lodging and meals. Printing and reprographics receipts will be submitted with each monthly billing in accordance with the attached Scope of Services and Fees.



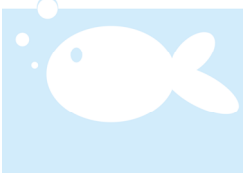
Heritage Park Master Plan & Alley Activation Hourly Rate Schedule

JMJ TEAM Personnel:		Rates
Principal		\$210/hour
Senior Engineer		\$210/hour
Senior Planner		\$175/hour
Senior Consultant		\$150/hour
Lead Design Engineer		\$135/hour
Design Engineer		\$135/hour
Drafter/Designer		\$95/hour
Administrator		\$85/hour
Reimbursable Expenses:		
Expenses		Direct Cost plus 8%

2022 Hourly Rate and Reimbursable Expense Schedule

Effective: January 1, 2022 - December 31, 2022
(Rates increase on January 1 of the following year)

Description	Rates
TCF Personnel:	
Principal-In-Charge	\$305.00 / hour
Principal	\$275.00 / hour
Associate Principal	\$205.00 / hour
Designer / Architect 9	\$185.00 / hour
Designer / Architect 8	\$175.00 / hour
Designer / Architect 7	\$165.00 / hour
Designer / Architect 6	\$155.00 / hour
Designer / Architect 5	\$145.00 / hour
Designer / Architect 4	\$135.00 / hour
Designer / Architect 3	\$125.00 / hour
Designer / Architect 2	\$115.00 / hour
Designer / Architect 1	\$105.00 / hour
Graphic Designer	\$155.00 / hour
Project Coordinator	\$115.00 / hour
Administrative Support	\$95.00 / hour
Subconsultant Services:	
Subconsultant Services Contracted Through TCF	Direct Cost plus 10%
Reimbursable Expenses:	
Mileage	Current Federal Rate
Other Expenses: (Meals, air travel, per diem, reproductions, shipping, postage, etc.)	Direct Cost plus 10%



To: Todd Bronk | JETT Landscape Architecture + Design

From: Devki RajGuru | LittleFish Lighting

Date: 08 August 2022

RE: [22|11] Sumner Masterplan

Listed below are the current standard billing rates for LittleFish Lighting services in the United States (USD), effective as of 01 January 2022. As a result of our streamlined internal structure, shown are the broad 'task categories' that are used for a project, as needed. All work is done in the United States. We do not off-shore work.

Category	Rate/Hour
Senior Designer/Project Manager	\$240
Specialty Designer (external specialist)	\$275
Project Designer (REVIT/CAD)	\$190
Renderings (SketchUp, Photoshop)	\$170
Calculations / Compliance / Code research	\$170
Project Administration / Coordinator	\$90

Work outlined in the worksheet proposal has been calculated using the current hourly rates listed above. Those highlighted are currently the only staff anticipated. Additional work will be charged on a Time+Materials basis, with hourly rates stated for the current year the work is requested in. A set fee based upon a pre-agreed Additional Services Addendum can also be arranged, if preferred.

Although we do not anticipate any reimbursable expenses for this project other than travel related, a standard NTE amount of \$500 has been noted in the final fee proposal. Should any expenses be incurred, they are charged at cost + 10% on relevant monthly invoices.

Kindest Regards,

Devki RajGuru
President
LittleFish Lighting, Inc.

EXHIBIT 'D'

Breakdown of consultant & sub-consultant fees



Sumner Town Center Master Plan

Updated: August 26, 2022

		Fees per Task	<u>JETT</u> <u>LA+D</u>	<u>JMJ</u> <u>Planning</u>	<u>JMJ</u> <u>Civil</u>	<u>TCF</u> <u>Arch</u>	<u>Littlefish</u> <u>Lighting</u>	<u>Structural</u>
Town Center Master Plan								
1.0	Project Start Up, Analysis, Feasibility Studies	\$27,455.00	\$18,115.00	\$1,840.00	\$2,330.00	\$2,410.00	\$2,760.00	
2.0	Outreach Assistance	\$27,525.00	\$20,525.00	\$4,060.00	\$880.00	\$1,100.00	\$960.00	
3.0	Master Plan	\$83,825.00	\$58,825.00	\$3,970.00	\$5,290.00	\$11,420.00	\$4,320.00	
Base Fees per Consultant			\$97,465.00	\$9,870.00	\$8,500.00	\$14,930.00	\$8,040.00	\$0.00
Total JETT fee		\$97,465.00						
Total Consultant fee		\$41,340.00						
Total Fee - MASTER PLAN		\$138,805.00						

Town Center Documentation

		Fees per Task	<u>JETT</u> <u>LA+D</u>	<u>JMJ</u> <u>Planning</u>	<u>JMJ</u> <u>Civil</u>	<u>TCF</u> <u>Arch</u>	<u>Littlefish</u> <u>Lighting</u>	<u>Structural</u>
4.0	Alleyway 30% PSE	\$54,940.00	\$17,200.00	\$1,100.00	\$36,640.00			
5.0	Wayfinding PSE Assistance	\$18,755.00	\$16,755.00					\$2,000.00
Base Fees per Consultant			\$33,955.00	\$1,100.00	\$36,640.00	\$0.00	\$0.00	\$2,000.00
Total JETT fee		\$33,955.00						
Total Consultant fee		\$39,740.00						
Total Fee -DOCUMENTATION		\$73,695.00						
Reimbursables		\$2,500.00						
Total Project Fee		\$215,000.00						

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

JETT Landscape Architecture + Design, 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 [Error! Hyperlink reference not valid.](#), as amended, and 29 CFR part 30.

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

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

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

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

SUBJECT: Salmon Creek Culverts - Consultant Services Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$448,548

Within Budget Allocation: Yes

ATTACHMENTS:

1. OCI Statement of Qualifications
 2. Contract with Scope and Fee
-

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

A request for qualifications to replace all culverts at driveway/road crossings in addition to restoration of the stream channel on a portion of City-owned property was advertised in July 2022. After reviewing all submitted statements of qualification, Osborn Consulting Incorporated (OCI) was selected to design the culvert replacements. These culverts and the stream restoration were identified in our Stormwater Capital Improvement Plan, and are being designed together to allow for efficiencies in modeling, permitting, and eventual construction. The current scope of work is to complete an alternatives analysis, design to 60%, and submit environmental permit applications. Final design and construction management will be included in a future amendment. The estimated cost for this phase of design is \$448,548.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/6/2022

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Osborn Consulting, Inc., in an amount not-to-exceed \$448,548 for the Salmon Creek Culvert Replacements Project (CIP 22-06), substantially in a form approved by the City Attorney.

CIP 22-06 SALMON CREEK CULVERT REPLACEMENTS





TEAM CONTACT

Project Manager:
Cheyenne Covington, PE, CESCL,
ENV SP, LEED AP
cheyennec@osbornconsulting.com
425.440.0568

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FIRM INFORMATION

Certified WBE/DBE/SBE Firm
17 Years in Business
69 Employees
23 Professional Engineers
13 Engineers-in-Training
6 Landscape Architects/
Urban Designers
11 WSDOT Fish Passage &
Stream Restoration Design
Certified Engineers
15 WSDOT Hydraulic Runoff
Manual (HRM) Certified Engineers

City of Sumner
Attn: Mr. Robert Wright
1104 Maple Street
Sumner, WA 98390
robertw@sumnerwa.gov

June 30, 2022

RE: CITY OF SUMNER: CIP 22-06 SALMON CREEK CULVERT REPLACEMENTS

Dear Mr. Wright and Members of the Selection Committee,

The City of Sumner’s (City) continued investment in both their built and natural assets demonstrates a commitment to ensuring a sustainable community. The Osborn Consulting, Inc. (OCI) Team is excited for this opportunity to continue working alongside the City to plan, design, and support construction of the Salmon Creek Culvert Replacement projects. Culvert projects require a nimble team with experience working with multiple stakeholders, including the City, property owners, the Washington Department of Fish & Wildlife (WDFW), and local Tribes. OCI is a recognized leader in surface water and stormwater management design in the Puget Sound region, having planned and designed more than 45+ fish passage crossings. OCI provides the following benefits to the City:

Proven City of Sumner Experience. OCI has enjoyed the opportunity to engage with the City through the 166th Ave E. Salmon Creek Culvert Replacement project. Throughout the project, Stefany Wang has developed an in-depth understanding of approaches and solutions that resonate with the City while meeting WDFW and local Tribe requirements. Subconsultants KPG/Psomas and Bright Engineering also bring experience working with the City. Our team will utilize our project delivery experience with the City to develop practical and creative solutions that address the project-specific needs and deliver on the City’s vision for success.

Regional Culvert Planning and Design Experts. OCI is actively engaged in the evolving engineering approaches to evaluation and design of fish passable culverts. The team supports a wide range of culvert designs, from precast box culverts to full bridge spans, and we understand the nuances and requirements that drive overall solutions. Watching kokanee swim through the City of Sammamish’s award-winning Ebright Creek Culvert this past winter reminds us why the OCI Team continues to be excited to support cities proactively addressing their natural systems. Our passion fuels our ability to understand the specific site requirements and then use lessons learned to develop solutions that are supported by both WDFW and the Tribes.

Practical and Creative Approach. By bundling multiple culvert replacements and stream restoration sites together, the City is demonstrating a commitment to making the best use of available funds and schedule for this project. The OCI Team shares this commitment, which is reflected in our approach. We will engage stakeholders and permitting agencies early in the process to understand challenges and opportunities and streamline the permitting process. Through our initial analysis of the site, we have already identified opportunities for creative solutions, including parallel channels for stream restoration area, that we are eager to investigate further and deliver the best possible approach with the City.

Our team is committed to the City of Sumner’s success and we thank you for your consideration. We are excited to work again with the City and are available to start this project immediately. I encourage you to call our references to inquire about our client service, creative solutions, and overall project success. Please do not hesitate to contact me if you have any questions.

Thank you,

Cheyenne Covington, PE, CESCL, ENV SP, LEED AP
Project Manager

Specialties

OCI is a local water resources firm that has been focused on NW Washington fish passage and restoration since we first opened our doors in 2004. Offering a full suite of services ranging from basin hydrology and river modeling to full planning, design, and construction of fish barrier removal projects and culvert replacements, we regularly work closely with municipalities and regulatory agencies to ensure our designs meet permit and stakeholder requirements. OCI's experience ranges from large scale, urban bridge replacement projects, to small scale, rural creek flooding projects. Our staff has experience with software, including PCSWMM, SMS, HSPF, EPASWMM, HEC-RAS, HEC-HMS, WWHM, MGSFlood, SRH-2D, and ArcGIS. OCI's other specialty service areas include stormwater management, utilities, transportation drainage, landscape architecture, and urban design.

Fish Passage Culvert Repair & Replacement

Designing for fish passage culverts is an ever evolving science that requires an engaged team of experts who are dedicated to staying up-to-date on the current approaches. As engineers, we are continuing to expand the science of how to balance storm flows, fish habitat needs, and placement of infrastructure to stay functional long term for both people and fish. OCI's fish passage design experts have been a part of this process from the early 2000's, working alongside WDFW staff in the development of the manual and seeing many designs successfully constructed ([Figure 1](#)). These strategies include incorporating the latest meander bar design within culverts to prevent structure wall entrainment, designing deformable grade controls to slow channel degradation in dynamic systems, and using Large Woody Material (LWM) to create salmonid habitat. OCI is experienced in alternative analysis through final design and plans, specifications, and estimates (PS&E), and works closely with regulatory agencies to make sure our designs consider and utilize the latest approaches to ensure successful fish passage. Our onsite construction experience contributes to our ability to develop construction-ready culvert replacement designs.

Floodplain Management

Culverts or restoration projects are often located in a regulatory floodplain and require additional analysis and permitting. Our in-house Certified Floodplain Managers (CFM) work closely with municipalities and regulatory agencies to ensure a high quality product, which demonstrates the extent and effect of flooding, as well as proposes solutions for flood reduction. Our knowledge and expertise in modeling software, combined with our experience working with the Federal Emergency Agency (FEMA), including Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) preparation, allow us to provide floodplain management services effectively and efficiently for our clients.

Habitat Restoration & Improvement

OCI provides stream, river, and floodplain habitat restoration from conceptual planning, analysis, and design through construction oversight services. This work has resulted in numerous in-stream projects constructed throughout Washington. Our team members understand the importance of making habitat solutions work with the surrounding infrastructure, community input, and outside stakeholders while staying within the project budget. OCI has designed and constructed LWM, bank stabilization, floodplain grading, revegetation, and native plant enhancement along stream corridors to improve or restore habitats. Our completed projects have successfully constructed over many miles of restored stream channel. We are currently finalizing the design for Lower Taylor Creek, which will restore over a mile of stream channel for the City of Seattle, including ravine stabilization and new stream alignment through the floodplain and seven hyporheic structures, promoting groundwater exchange and cooling.

Subconsultant Specialty Services

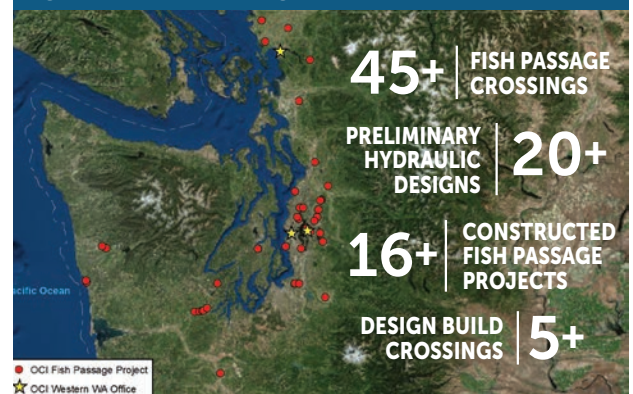
KPG Psomas: Survey; Topographic, Right-of-Way Mapping & Planimetric Mapping; Construction Management; Monitoring

Shannon & Wilson: Geotechnical Engineering; Natural Resources; Environmental Permitting; Wetland and Critical Areas Assessments

Bright Engineering: Structural Engineering

Equinox Research & Consulting International: Cultural Resources; Archaeological Services

Figure 1. OCI Fish Passage Experience in the Past 5 Years



3. APPROACH TO PROJECT

Project Understanding and Approach

The City is taking a proactive approach to provide fish passage and riparian restoration along Salmon Creek. Through this project, the City will replace or remove up to six culverts ([Figure 2](#) on the following page), three of which are listed as known fish blockages along this significant stream reach per evaluations by the WDFW. In addition to providing fish access through these existing culverts, this project will also relocate and restore the stream channel for approximately a 1/4 mile stretch through the City's four-acre parcel.

Salmon Creek is a low-gradient stream that experiences significant flow year-round, including a spring-fed system with water seeping in from the southeast hillslope. Potential fish species include coho, pink, chinook, chum, and steelhead trout. The stream has been historically altered from natural conditions due to past development, with straightened channel for most of its length.

Our approach is to focus on maximizing ecological and community benefit while minimizing impacts. We successfully utilized this approach on the City of Newcastle Embankment project, which resulted in identifying the highest cost/benefit solution for the project. With the large project area and multiple stream crossings associated with this project, the OCI Team will prioritize a cost-effective approach for fish passage design, incorporating input from review agencies and key stakeholders to ensure a successful project.

Our key approaches include the following in [Table 1](#):

Table 1: OCI's Keys to Successful Approach to Salmon Creek Culverts	
Understand the site and its challenges and opportunities	
- Meet with the City in the beginning of the project to clearly understand the City's goals and priorities and how to benefit the stream corridor as a whole. - Initiate coordination with property owners early on to gather input and concerns in order to ensure project success down the road.	Example: During the City of Sammamish Ebright Creek Fish Passage project described on page 10, OCI and the City's early coordination with the private property owner allowed for a smooth project delivery and swift acquisition of temporary easements.
Optimize permitting strategy to reduce permit burdens	
- Permitting the culvert replacements and stream restoration as one project can provide cost savings and restoration overlap, as well as reduce FEMA coordination. - Early engagement with Puyallup and Muckleshoot Tribes will help minimize changes during permitting by understanding priorities and addressing issues early on. - The stream is located in a FEMA Zone AE special flood hazard area. Early coordination with the local floodplain manager will streamline efforts needed to satisfy FEMA requirements. - Use fast-track permitting approaches. The Specific Project Information Form (SPIF) through programmatic restoration and fish passage may be possible to streamline Corps permitting. The Fish Habitat Enhancement Project (FHEP) application might be applicable to expedite HPA permit with WDFW and minimize local permitting.	Example: As part of the WSDOT I-405 Corridor General Engineering Consultant Contract Renton to Bellevue project, OCI performed a FEMA no-rise analysis for the fish passage crossing located within a FEMA Zone AE regulatory floodway. Example: During the City of Sammamish Ebright Creek Fish Passage project, the FHEP approach successfully bypassed the SEPA process, and the HPA permit was obtained ahead of schedule.
Provide creative, practical, and cost-effective design to reduce project impacts	
- Understanding site access needs early on will inform construction phases, which will result in reduced impacts. - Because of low cover at the culvert crossings, selecting the appropriate structure type and providing justification for reducing the freeboard requirement can minimize road profile changes. - In addition to providing fish passage, culvert designs will focus on cost-effective precast options, limiting upstream and downstream grading extents, and minimizing flood impact. - Installing new stream channel for restoration before in-water work window, will provide flexibility with construction schedule.	Example: For the City of Issaquah 51st St Culvert project, the proposed culvert was approved for less freeboard when justification was provided showing low debris loading potential. Parallel stream channels were utilized to limit fish access within construction zones.

Figure 2: Culvert and Stream Strategies

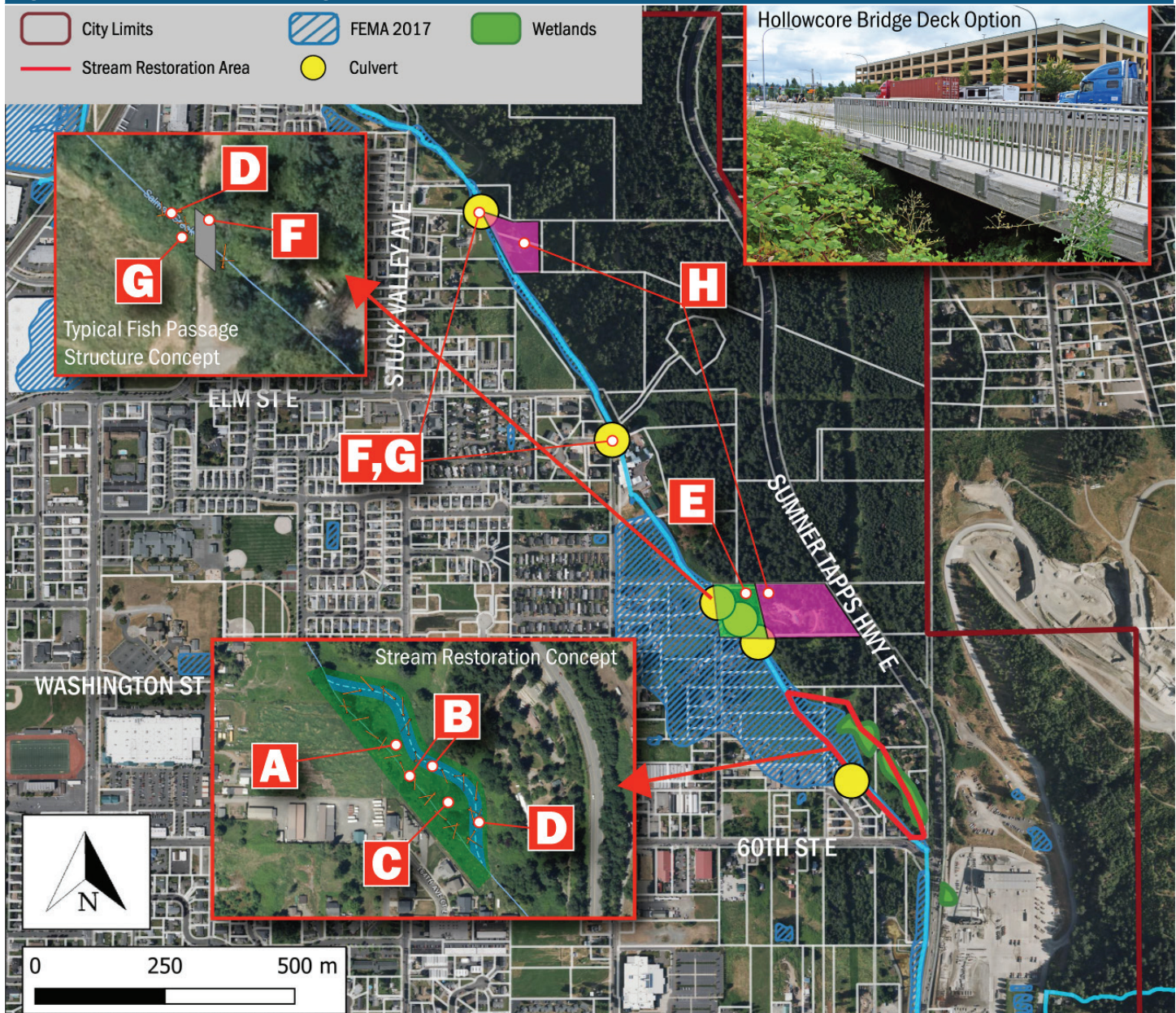


Table 2: Map Key

Key	Strategies	Benefits
A	Restore riparian areas and increase tree canopy	Shade, biodiversity, and added habitat function
B	Create meandering stream parallel to existing channel	- Opportunity for channel excavation in the dry (less temporary stream diversion) - High flow conveyance along existing stream to reduce flood impact - Side channel habitat along existing stream - Increased flow diversity with deeper pools for fish rearing
C	Floodplain reconnection and wetland enhancement/creation	Increased habitat and aquatic resource functions and services
D	Incorporate LWM and channel spanning logs	- Habitat creation and hydraulic complexity - Overhead protection for fish
E	Consider purchasing private property	- Potential to remove two culverts - Improves connectivity between City parcels
F	Three-sided precast culverts or bridges with precast hollow section or precast slab deck	- Cost effective - Minimizes changes to roadway/driveway profile while maximizing freeboard
G	Limit grading extents upstream and downstream of culvert	Minimizes channel grading to reduce project impacts
H	Provide temporary stream crossing for private property access during construction	Minimizes impacts and disturbance to private property owners

Delivery Approach - Work Plan

The OCI Team is familiar with the goals of this project and is fully committed to delivering them with the City through successful design, permitting, and construction. The following Work Plan, as outlined through the project tasks, incorporates OCI's delivery approach. A preliminary project schedule demonstrating the delivery plan of these tasks is provided in [Table 4](#) on Page 7, which will be reviewed and finalized with the City upon award.

TASK 1 | PROJECT MANAGEMENT & QUALITY ASSURANCE

Your primary point of contact for project coordination will be the Project Manager, Cheyenne Covington. To provide efficient, consistent, and cost-effective project management, Cheyenne will work with the City to develop a Project Management Plan (PMP) that includes:

- Overall project schedule with key milestones, consultant tasks, and City tasks.
- Communication protocols for discussing management activity and design challenges.
- Management tools for the City and all team members.
- Project-specific Quality Control Plan.
- Issue/Action Tracking Log.
- Risk Register used to identify and document project risks and how they are mitigated or minimized.
- Budget management, including real-time tracking and reporting, and a Change Management Log.

Cheyenne will set regular meetings with the City Project Manager to provide project status updates and coordinate upcoming milestones, data requests, etc.

Laura Ruppert will lead the QC reviews for each submittal to ensure consistency with the project goals and City standards per the Quality Control Plan.

TASK DELIVERABLES:

- Project Management Plan
- Monthly invoices and status reports, including current project schedule
- Tracking log
- Risk register
- Meeting minutes from meeting with City Project Manager

CITY RESPONSIBILITIES:

- City Project Manager participation in regular meetings with consultant Project Manager

TASK 2 | DATA GATHERING & RECONNAISSANCE

The objective of this task is to collect site data that will establish a basis for the proposed culvert and stream restoration designs.

A site visit will be completed to document and photograph existing site conditions upstream and downstream of the six culverts and within the City's four-acre parcel. During the site visit, the field team will collect pebble counts and bankfull width measurements. The field team will identify a reference reach, if present within the site visit limits, and document mobile LWM presence, structures in the bed or channel that could be affected by culvert design, and existing structures or natural features, which may impact fish passage design.

KPG Psomas (KPG/P) will conduct fieldwork to establish the survey control and prepare the topographic basemap for the sites. To facilitate the culvert design, stream cross sections in the vicinity of each culvert will also be provided. Exhibits for any temporary or permanent easements required for the projects will be developed by KPG/P. Extents of the easements will be determined as part of the design process (see Tasks 4 and 5).

TASK DELIVERABLES:

- Bankfull Width Memorandum
- Topographic Survey Basemap
- Easement Exhibits
- Geotechnical Report
- Utility Conflict Coordination
- Fish Passage Determination
- Geomorphology Memorandum

CITY RESPONSIBILITIES:

- Review of deliverables
- Participation in meetings, as needed
- Coordination for right-of-entry

A site investigation, including a drilling program, will be performed by Shannon & Wilson (S&W) to assess existing surface and subsurface conditions. A Geotechnical Engineering Report will be completed to summarize site investigation results, geotechnical engineering analyses results and design, and construction recommendations.

OCI will provide support for the coordination with utility providers, identification and scheduling of potholing needs, and utility conflict resolution. Early identification of potential utility conflicts will inform the potholing plan development. The findings and solutions will be incorporated into the design to minimize risk of unforeseen conditions and prevent delays during construction.

TASK 3 | PERMITTING, CULTURAL RESOURCES & ENVIRONMENTAL REVIEW

This task includes the critical area delineation for the sites and support for the permitting effort.

Preliminary site work by S&W will include the determination of the ordinary high-water mark (OHWM) and potential wetland delineation by the S&W wetland biologist. A Critical Area Report documenting identified critical areas within or immediately adjacent to the project area and a summary of the applicable federal, state, and local requirements will be provided.

Equinox Research & Consulting International (ERCI) will complete a Cultural Resource Review and Survey prior to any ground disturbance for geotechnical borings or utility potholes. A Cultural Survey Technical Memorandum will be developed documenting the review findings.

Based on the team's experience and expertise, we anticipate the project will need to comply with the federal, state, and local environmental regulations and permits outlined in [Table 3](#), including the lead agency, compliance trigger, and deliverable required. The team plans to engage the permitting agencies and Tribes during the preliminary design phase of the projects (Task 4) to obtain feedback on the design, document initial expectations, and increase design efficiency.

TASK DELIVERABLES:

- Critical Area Report
- Cultural Survey Technical Memorandum
- JARPA
- HPA Application
- SPIF, Biological Assessment or No Effect Letter
- Meetings with Permitting Agencies and Tribes
- Clearing and Grading Permit

CITY RESPONSIBILITIES:

- Review of permitting packages
- Participation in meetings, as needed
- Lead outreach to permit review agencies

Table 3: Environmental Regulations and Permits

Regulation	Agency	Compliance Trigger	Deliverable
Section 404 of the Clean Water Act (CWA)	US Army Corps of Engineers (Corps)	Fill below the Ordinary High Water Mark (OHWM)	Joint Aquatic Resources Permit Application (JARPA)
Section 7 of the Endangered Species Act (ESA)	US Fish and Wildlife Service/ National Marine Fisheries Service	Federal nexus based on Corps permit requirement	Biological Assessment or No Effect Letter (or SPIF, if falls under Programmatic restoration)
Section 106 of the National Historic Preservation Act (NHPA)	Department of Archaeology and Historic Preservation	Federal nexus based on Corps permit requirement	Cultural Survey and Technical Memo
Section 401 of the CWA	Washington State Department of Ecology (Ecology)	When 404 permit from Corps is needed	JARPA
Hydraulic Project Approval (HPA)	Washington Department of Fish & Wildlife (WDFW)	Activity in or near state water	HPA application using the WDFW APPS online system
State Environmental Policy Act (SEPA)	City of Sumner	Any City actions not exempted in the WAC	SEPA Checklist
Critical Area Ordinance (SMC Title 16)	City of Sumner	Work within or adjacent to a designated critical area	Critical Area Report ¹

1 – Critical Area Report will also be submitted with JARPA and HPA applications to support OHWM determination and wetland delineation (if present).

TASK 4 | PHASE 1 - PLANNING PHASE (ALTERNATIVE ANALYSIS & PRELIMINARY DESIGN)

This task is vital to overall project success because it establishes consensus on the project scope, design goals, and critical project components, a process imperative to avoiding costly changes at the project progresses. The data collected in Task 2 will be used to develop planning documents with crossing alternatives and stream restoration alternatives.

Our approach will generally follow these steps:

- Confirm and document the project scope, goals, design criteria, and constraints.
- Develop a clear problem definition and document project constraints based on data gathered.
- The team will review existing available hydrologic and hydraulic (H&H) models and apply updates or develop a new hydraulic model as appropriate. The models will be updated as the design progresses (through Tasks 4 and 5) to capture the most current culvert and stream design. An H&H Memorandum will document the approach and results of the H&H analysis.
- During the Alternative Analysis phase of the task, the team will evaluate design concepts for each culvert site based on the H&H modeling results and data collected from Task 2. Phasing of the project improvements will be assessed to develop the most cost-effective implementation strategy.
- Stakeholder feedback obtained from Tasks 3 and 6 will inform the selection of the preferred alternative and preliminary design (30% level). This process and the outcomes will be documented in an Alternatives Analysis Memorandum.
- 30% design of the preferred alternative will include development of plans and construction cost estimates that will be appended in the Preliminary Design Report. The report will also include documentation of background information and design standards followed for the projects. Stakeholder feedback is planned to be collected on the 30% design prior to progressing to final design.

TASK DELIVERABLES:

- Data request
- H&H Model and Memorandum
- Alternatives Analysis Memorandum
- Preliminary Design Report

CITY RESPONSIBILITIES:

- Provide existing information (models, concepts, etc.)
- Review of deliverables
- Participation in design coordination/comment resolution meetings, as needed

TASK 5 | PHASE 2 - DESIGN DOCUMENTS

The 30% design, completed in Task 4, will allow for City review and comment on the proposed design solutions and project phasing to optimize available budget. The OCI Team will refine the design to the appropriate level through the design milestones (60%, 90%, 100%, Ad-Ready). Design deliverables will include plans, construction cost estimates, specifications, revisions to the design report, and updates to the models, as needed. Throughout this task's duration, the team will engage stakeholders at appropriate milestones and incorporate any additional feedback, along with the City review comments, into the design deliverables. See the proposed schedule (Table 4 on Page 7) for design phasing throughout the project duration.

TASK DELIVERABLES:

- 60% Design Package
- 90% Design Package
- 100% Design Package
- Ad-Ready Design Package

CITY RESPONSIBILITIES:

- Review of deliverables
- Participation in design coordination/comment resolution meetings, as needed

TASK 6 | STAKEHOLDER OUTREACH SUPPORT

For culvert replacement and stream restoration projects, the most engaged stakeholders are typically project neighbors who are concerned about items such as construction impacts and disruptions, and aesthetics. At the beginning of the project, we will work with the City to develop a Stakeholder Outreach Plan, which will outline key stakeholders (neighboring property owners, City Council, general public, and others). The outreach plan will include a protocol and schedule for how the community will be engaged as part of the design development process. This task may also include planning, execution, and documentation of stakeholder outreach meetings along with development of associated renderings of the design concepts.

TASK DELIVERABLES:

- Stakeholder Outreach Plan
- Coordination with stakeholders, including possible presentations
- Outreach renderings

CITY RESPONSIBILITIES:

- Provide input on stakeholder engagement
- Participation in meetings, as needed

TASK 7 | GRANT SUPPORT

The OCI Team will support the City in researching and applying for additional project funding, as needed. Funding sources vary in availability based on the project scope and eligibility criteria and may include the Brian Abbott Fish Barrier Removal Board or Salmon Recovery Funding Board grant. This process will be initiated at the onset of the project to best determine the overall cost of the project for the City and outline the various application deadlines so funding opportunities are not missed. The OCI Team will support the funding application process and provide support with necessary deliverables if funding is approved.

TASK DELIVERABLE:

- Grant research, application, and deliverables support, as needed

CITY RESPONSIBILITIES:

- Lead grant research and application effort

TASK 8 | BID & CONSTRUCTION SUPPORT

The OCI Team has the experience and capability to provide services during the bid and construction phase of the project. KPG/P will provide construction management services during construction with support for OCI and S&W review and response to RFIs, submittals, and required site visits and coordination with the contractor.

TASK DELIVERABLE:

- Bid and construction support services, as needed
- Lead Construction Management for projects

CITY RESPONSIBILITIES:

- Provide input and coordination on construction management

2. Project Schedule

Our approach to effectively manage this contract will be to prioritize the development of the PMP, including the project schedule. Our team has developed a consolidated Preliminary Project Schedule (Table 4) to demonstrate our understanding of the time constraints and milestones. Cheyenne will work closely with the City to refine our proposed Work Plan (Page 4) and schedule upon award. Our proposed schedule below outlines our plan by task to meet project milestones.

Table 4. Preliminary Project Schedule

TASKS	Q3 2022		Q4 2022			Q1 2023			Q2 2023			Q3 2023			Q4 2023			Q1 2024			Q2 2024			Q3 2024			Q4 2024		
	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Task 1: Project Management	NTP																												
Task 2: Data Gathering & Reconnaissance		D	D	D																									
Task 3: Permitting, Cultural Resources & Environmental Review			D					D				D		D															
Task 4: Alternatives Analysis & Preliminary Engineering					AA			30%																					
Task 5: Phase 2 - Design Documents												60%			90%	100%													
Task 6: Stakeholder Outreach Support			D			D		D				D			D														
Task 7: Grant Support																													
Task 8: Bid & Construction Support																			AR										

Contract Awarded (NTP) Deliverable (D) (includes City review) Design Phase In-Water Work Window* New Channel Construction Alternatives Analysis (AA) Ad Ready (AR) Bid and Construction Phase

*Per Permit Approval

4. FAMILIARITY WITH STANDARDS

Having previously worked with the City on the design of the 166th Ave E Salmon Creek culvert, the OCI Team is familiar with the City's public works standards and City code. During the design phase, the Team will review the City of Sumner Development Specifications and Standard Details for stormwater, TESC, and roadway requirements, and the Sumner Municipal Code (SMC) for critical areas and wetland mitigation regulations to ensure compliance. The OCI Team will also ensure that proposed solutions are in line with the goals set forth by the City of Sumner Stormwater Capital Improvement Plan and City of Sumner Comprehensive Plan. The fish passage experts on our team are also well-versed in WDFW water crossing design guidelines and WAC fish passage requirements.

Salmon Creek is located within a FEMA Zone AE special flood hazard area and the project will likely require CLOMR/LOMR analysis. Peter Wurden-Foster is a Certified Floodplain Manager and is experienced with conducting floodplain analyses to meet FEMA requirements. The OCI Team's experience with this process will streamline analysis efforts needed to satisfy FEMA requirements. [Table 5](#) lists the applicable standards.

Table 5: Applicable Standards

Subject	Standard
Fish passage design	2013 WDFW Water Crossing Design Guidelines: WAC 220-660-190
Stormwater, TESC, roadway design	2016 City of Sumner Development Specifications and Standard Details
Stormwater, TESC	2019 Ecology Stormwater Management Manual for Western Washington
Critical area ordinance	SMC Title 16
Scour	FHWA Hydraulic Engineering Circular No. 18 and No. 20



Stefany Wang (left) and Anna Vandermeer (right) onsite conducting a field assessment for the City of Sumner 166th Ave E Culvert project

5. CONSULTANT'S QUALIFICATIONS

The OCI Team is organized to respond to the unique needs of this project. **Figure 3** illustrates our team organization. Our primary focus in developing our proposed team is ensuring we have the right people and skills to efficiently deliver the design of up to six fish passage culverts and stream restoration from planning through design and construction. Our project lead, key team members, and subconsultants presented in this proposal will not be replaced without the prior approval of the City.

Relevant Projects

In **Table 6** below and on the following pages, we have summarized five projects that showcase OCI's experience with the anticipated scope of work and demonstrate our commitment to delivering successful stream restoration and culvert replacement projects for our clients. Examples of our subconsultant's relevant project experience with references are provided on pages 13-15. These projects of similar complexity and magnitude were completed within the past five years.

Examples of our individual team members' experience can be found in their resumes (Appendix A). The OCI Team members have been specifically chosen for their expertise, qualifications, and relevant experience.

We are proud of the work that we have delivered and encourage you to reach out to our references to learn more about our commitment to client service and achieving project goals, budget targets, and schedule milestones.

Figure 3. Team Organization Chart

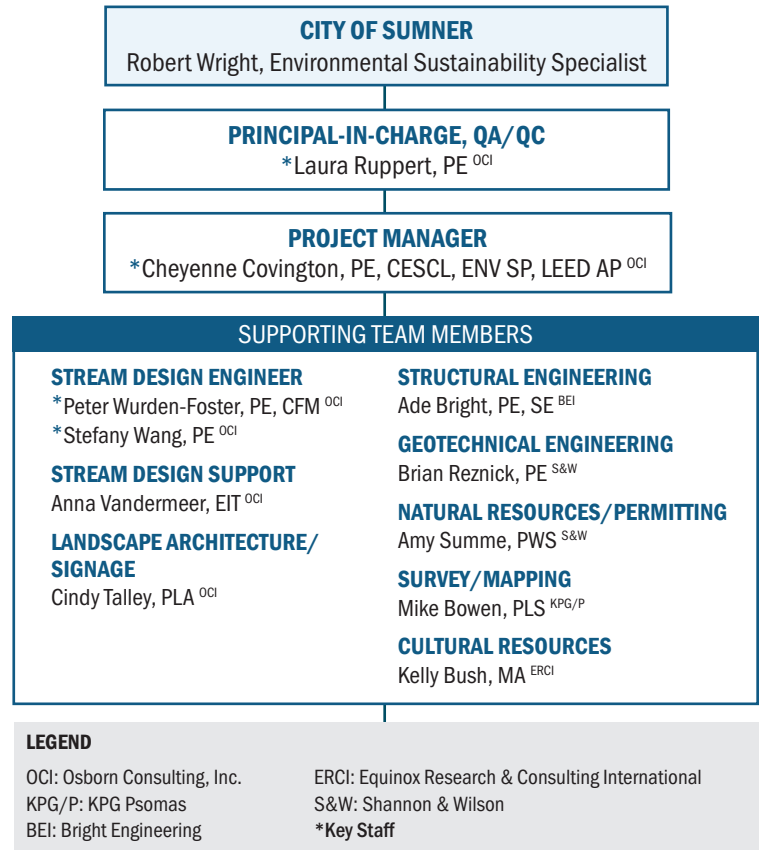


Table 6. Relevant OCI Projects Summary

Project Name	Owner	Dates	Key Elements					
			Culvert Replacement	Stream Channel Restoration	Stakeholder Coordination	Environmental Documents / Permitting	PS&E	Construction Support
Ebright Creek Culverts	City of Sammamish	2019-2021	●	●	●	●	●	●
NE 192nd Street Culvert	City of Kenmore	2015-2018	●	●	●	●	●	●
Four Mile Creek Fish Barrier Replacement	WSDOT	2020-2021	●	●	●	●	●	
Smith Woods Park Pond/Stream Rehabilitation	City of Redmond	2019-2021		●	●	●	●	●
166th Ave E Salmon Creek Culvert Replacement	City of Sumner	2021- Current	●		●	●	●	

Owner:

City of Sammamish

Schedule:

2019-2021

Reference:

Stephanie Sullivan, Senior Engineer –
Stormwater, City of Sammamish ssullivan@
samamish.us
425.295.0560

Team Members Involvement:

- Laura Ruppert, Project Manager (OCI)
- Stefany Wang, Stream Designer (OCI)
- Kelly Bush, Cultural Resources (ERCI)

Relevant Scope of Work:

- Culvert Replacement
- Stream Channel Restoration
- Stakeholder Coordination
- Environmental
- Documents/Permitting
- PS&E
- Construction Support

CLIENT PERSPECTIVE:

"Stefany Wang did a great job coordinating the Ebright Creek Fish Passage Project. I really enjoyed working with her!"

- Stephanie Sullivan, Associate Engineer
City of Sammamish
Ebright Creek Fish Passage Project

Ebright Creek Culverts

Sammamish, WA

OCI managed this City of Sammamish project to restore fish passage and increase flow capacity in Ebright Creek at East Lake Sammamish Parkway (ELSP) by replacing two 30-inch concrete culvert pipes with a fully fish passable box culvert. The replacement of the culverts under ELSP allows for unimpeded access to over one mile of kokanee spawning habitat. In addition, by constructing a fish passable culvert, the project restores natural sediment and flood transport processes to the watershed. Since construction was completed in 2021, Ebright Creek has seen increased returns of kokanee salmon to this reach.

The City of Sammamish, along with the Kokanee Work Group and local tribes, identified voluntary removal of this fish passage barrier to support the goals established by the "Blueprint for the Restoration and Enhancement of Lake Sammamish Kokanee Tributaries," a strategic plan of priority habitat restoration actions for kokanee population recovery.

OCI led the project from preliminary engineering through alternatives analysis, final design, and construction. Communication and coordination with stakeholders were key to project success. Stakeholders included King County, permitting authorities, the Snoqualmie and Muckleshoot tribes, Sammamish Plateau Water and Sewer District, and adjacent property owners. Alternatives analysis considered all the collected data, hydraulic modeling results, and input from stakeholders to determine the preferred culvert location, alignment, and structure type.

The design was forward thinking in approach to ensure the culvert would be compatible for future road widening for potential pedestrian improvements. The planting design was also strategic to align with the future King County replacement work downstream. Plantings that were sufficient for interim erosion control were provided in the areas that were likely to get replaced by the County, and restoration plantings were designed in areas that wouldn't be affected by the upcoming County work. Design and construction of this project were funded by the Brian Abbot Fish Barrier Removal Board (FBRB) grant.

This project recently won a Local Outstanding Civil Engineering Achievement Award from the ASCE Seattle Section!



Ebright Creek Culverts Project, designed by OCI and constructed in 2021

Owner:

City of Kenmore

Schedule:

2015-2018

Reference:

John Vicente, City Engineer
City of Kenmore
jvicente@kenmorewa.gov
425.398.8900

Team Members Involvement:

- Laura Ruppert, Project Manager (OCI)

Relevant Scope of Work:

- Culvert Replacement
- Stream Channel Restoration
- Stakeholder Coordination
- Environmental
- Documents/Permitting
- PS&E
- Construction Support

NE 192nd Street Culvert

Kenmore, WA

OCI has provided surface water engineering and professional services to the City of Kenmore since 2013. OCI works collaboratively with City staff to quickly respond to task order requests, such as the NE 192nd Street Culvert.

OCI led the alternatives design analysis, feasibility design, and development of PS&E for a 60-foot-long, 14-foot by seven-foot bottomless precast culvert for Little Swamp Creek at the NE 192nd Street crossing. The team evaluated existing utility locations and addressed franchise and district utility relocations to avoid conflicts. The plan set was based on the culvert using WDFW stream simulation methodology, in-channel grading, streamside planting, and a raised roadway to provide a permissible and constructable design.

The project included: fish-passable culvert design; hydrologic and hydraulic analysis; in-channel grading (roughened channel design); franchise and district utility relocations; water and sanitary sewer encasement; restoration planting; permit coordination with WDFW, Corps, and the Muckleshoot Tribe; and raising the roadway to provide adequate protection of the culvert.

Additionally, the project includes stream restoration and providing documentation to develop the 100-year Base Flood Elevation (BFE) for Little Swamp Creek downstream of the culvert as part of the floodplain/floodway analysis.

The new culvert relieves persistent flooding and was designed using the stream simulation method to meet WDFW fish passage standards.

CLIENT PERSPECTIVE:

"Osborn Consulting is an exceptionally capable firm with strong project management skills and demonstrated ability to provide quality PS&E products both on time and within budget."

- Ann Stanton, Project Manager
City of Kenmore



During 2018 construction of 192nd St Culvert



NE 192nd St Culvert, designed by OCI and constructed in 2018

Owner:

WSDOT

Schedule:

2020-2021

Reference:

Gabe Ng, Hydraulics Fish Passage
Design Manager
WSDOT Headquarters
206.718.5252
nggabe@wsdot.wa.gov

Team Members Involvement:

- Peter Wurden-Foster, Senior Stream Engineer (OCI)

Relevant Scope of Work:

- Culvert Replacement
- Stream Channel Restoration
- Stakeholder Coordination
- Environmental
- Documents/Permitting
- PS&E

Four Mile Creek Fish Barrier Replacement Bellingham, WA

OCI has developed multiple hydraulic designs for WSDOT fish barrier removal projects through the WSDOT Northwest Region On-Call Hydraulic Services contract. A recent example is the Four Mile Creek Fish Barrier Replacement project. The existing structure at the crossing on Four Mile Creek was identified as a fish barrier due to the perched culvert causing a partially impassable water surface drop. The crossing is located between agricultural fields.

The project incorporated field work to determine sediment size, preliminary channel cross section, channel mitigation risk, existing LWM recruitment, and to identify a reference reach. As a result of the 2D hydraulic modeling analysis and discussions with agency and tribal representatives, OCI developed a revised channel alignment and concurrence was reached on the proposed designs. WDFW climate-adapted peak flow projections were incorporated into the hydraulic analysis to assess freeboard and channel velocities.

The proposed condition hydraulic analysis was used to develop streambed material design and course bar features, estimate scour depth, and confirm the channel crossing section and minimum hydraulic opening. OCI addressed review comments to complete the Preliminary Hydraulic Design (PHD). The Final Hydraulic Design (FHD) was completed in fall 2020 and addressed comments and coordinated with WSDOT HQ and the project engineer's office regarding scour, LWM stability, final sediment sizing, and final hydraulic run confirming freeboard and maintenance heights. Construction is scheduled to begin in 2022.



Four Mile Creek site investigation

Owner:

City of Sumner

Schedule:

2021-Current

Reference:

Michael Kosa, City Engineer
City of Sumner
253.299.5709
michaelk@sumnerwa.gov

OCI Team Members Involvement:

- Laura Ruppert, PIC, (OCI)
- Stefany Wang, Fish Passage & Hydraulic Lead (OCI)
- Anna Vandermeer, Stream Engineer (OCI)
- Ade Bright, Structural (BE)
- KPG/P, Project Management and Roadway Design

Relevant Scope of Work:

- Culvert Replacement
- Stakeholder Coordination
- Environmental
- Documents/Permitting
- PS&E

166th Ave E Widening and Intersection Improvements - Salmon Creek Culvert Sumner, WA

KPG Psomas and OCI are supporting the City of Sumner to prepare planning, design, right-of-way, and construction engineering services for the improvements of 166th Ave E and the signalization of the 166th Ave E and SR 410 westbound ramp intersection. The project includes road widening, utility improvements, replacement of an existing culvert with a fish-passable culvert, project environmental mitigation, and coordination with WSDOT.

OCI developed the HEC-RAS hydraulic modeling and technical report for the culvert replacement at the intersection of 166th Ave E and 64th St E. The 246-foot culvert required considerations for LWM placement, vertical channel stability, and attaining freeboard through the length of the structure. The updated hydraulic model and channel concept design layout were used to perform scour calculations and prepare a stream bed material/gradation/depth design. OCI, in coordination with the City, prepared designs for these parameters, which considered the limitations imposed by the length of the culvert.



Existing creek condition

Owner: City of Redmond

Schedule: 2019-2021

Reference:

Emily Flanagan, City of Redmond
Senior Surface Water Engineer
425.556.2707
eflanagan@redmond.gov

Team Members Involvement:

- Laura Ruppert, PIC (OCI)
- Stefany Wang, Stream Engineer (OCI)

Relevant Scope of Work:

- Stream Channel Restoration
- Stakeholder Coordination
- Environmental
- Documents/Permitting
- PS&E
- Construction Support

Smith Woods Park Pond/Stream Rehabilitation Redmond, WA

Smith Woods is a City-owned, 10-acre parcel located in a rapidly developing neighborhood in Northeast Redmond. The property is mostly undeveloped and provides a great natural-area oasis for the residential community, as well as valuable habitat at the headwaters of Monticello Creek.

OCI led this fish passage barrier removal project at the park to develop a forward-compatible fish passage design with the Smith Woods Park Master Plan. The existing site included a berm with a riser outlet structure, which was not considered fish-passable, and had formed sinkholes leading to the pond in Smith Woods Park.

OCI developed a preferred alternative and full PS&E for rehabilitating the stream and pond and submitted for permitting in time to complete construction in the 2021 fish window. The team worked collaboratively with the Parks Department and the Environment and Utilities Services Division of Public Works. OCI integrated feedback from WDFW and the Muckleshoot Tribe to design a deformable grade control channel, which is roughened with large, unanchored wood placed in a natural arrangement, with the intent to allow the channel to regrade naturally over time. The solution maintained a water feature for park users, met fish passage design criteria, and included stream channel enhancements from the pond site to the NE 122nd Street culvert.



**Outlet of Smith Woods Pond flowing into
Monticello Creek (Constructed 2021)**

Subconsultant Project Experience

KPG Psomas

142ND AVENUE E RESURFACING PROJECT SUMNER, WA

- **Client/Owner:** City of Sumner
- **Schedule:** 2018
- **Reference Contact:** Michael Kosa, City Engineer,
City of Sumner, 253.299.5709, michaelk@sumnerwa.gov

KPG Psomas provided construction management on this federally funded project. The scope of this project included approximately 2 miles of asphalt grind and overlay through an industrial area of Sumner that sees large volumes of heavy truck and trailer traffic. In addition, a 700-foot section of the roadway and intersection was completely removed and replaced with concrete pavement. This project also included updating ADA ramps, storm sewer upgrades, pavement repair, and channelization. KPG Psomas also provided survey and base mapping.



EAST SUMNER NEIGHBORHOOD PHASE 2 SUMNER, WA

- **Client/Owner:** City of Sumner
- **Schedule:** 2021
- **Reference Contact:** Michael Kosa, City Engineer,
City of Sumner, 253.299.5709, michaelk@sumnerwa.gov

KPG Psomas provided survey, design, and construction services for the realignment of Salmon Creek to provide for the future widening of Sumner Tapps Highway, a fish passage culvert under 60th Street E, which includes relocation of existing water and sewer force main, and construction of a 1.8-acre regional detention pond.

Shannon & Wilson



CITY OF MUKILTEO, HARBOUR REACH CORRIDOR PROJECT, MUKILTEO, WA

- **Client/Owner:** City of Mukilteo
- **Schedule:** 2016-2021
- **Reference Contact:** Randall Roberts, Capital Projects Engineer, City of Mukilteo, 425.263.8084, roberts@mukilteowa.gov

S&W provided natural resources, hydrologic, and geotechnical support for a new urban arterial. The project includes nearly 3/4 mile of new and improved roadway and the crossing of a wetland and two stream-bearing ravines. S&W provided stream crossing recommendations to the roadway design engineers to guide minimization of impacts to streams, wetlands, and their buffers. S&W biologists developed an appropriate mitigation plan for unavoidable permanent impacts to the wetland and a restoration plan for temporary impacts to stream, wetland, and buffers. After selection of the preferred crossing, subsurface explorations were performed and engineering analyses completed for two fish-passable culverts. S&W led environmental permitting with the Corps (Nationwide Permit under Section 404 of the Clean Water Act), Ecology (401 Water Quality Certification under the Clean Water Act), WDFW (Hydraulic Project Approval), and the City of Mukilteo (SEPA, Public Agency and Utility Exception).



CITY OF SAMMAMISH, ISSAQUAH FALL CITY ROAD IMPROVEMENTS, SAMMAMISH, WA

- **Client/Owner:** City of Sammamish, WA
- **Schedule:** 2016-2022
- **Reference Contact:** Jed Ireland, Senior Project Engineer, City of Sammamish, 425.295.0563, jireland@sammamish.us

S&W provided natural resources, hydrologic, and geotechnical support to the City of Sammamish for roadway improvements and evaluated bridge and culvert replacement alternatives to replace an undersized, non fish-passable culvert at North Fork Issaquah Creek. S&W led geotechnical explorations to support the design of the roadway widening and stormwater infrastructure, documented existing conditions and prepared the stream crossing analysis report, and worked to minimize impacts to streams, wetlands, and their buffers. The final design included a new, natural stream channel with restored floodplain wetland under a wide bridge span. S&W also led environmental permitting for the project, which involved extensive coordination with Corps and the Muckleshoot Indian Tribe. S&W supported the City during construction, which included obtaining WDFW permission for a timing window deviation and later an emergency HPA to address damage to the existing culvert, which was blocking stream flow prior to its removal.

Bright Engineering

166TH AVE E WINDENING/SR-410 ROUNDABOUT SUMNER, WA

- **Client/Owner:** City of Sumner
- **Schedule:** 2021-Current
- **Reference Contact:** Mike Dahlem, PE & Public Works Director, City of Sumner, 253-299-5702, miked@sumnerwa.gov

PS&E for approximately 7-foot x 20-foot concrete box culvert going from southeast to northwest of the roundabout with light penetrating surfaces, and up to 10-foot-tall retaining wall northeast of the roundabout, and sidewalk improvement under the SR-410 overpass. The sidewalk will include a retaining wall in the berm of the east abutment embankment.

INTERURBAN TRAIL EXTENSION SUPPLEMENT 3 PACIFIC, WA

- **Client/Owner:** KPG Psomas/City of Pacific
- **Schedule:** 2018-2020
- **Reference Contact:** Jim Morgan, Public Works Manager, 253.929.1113, jmorgan@ci.pacific.wa.us

Bright Engineering provided PS&E for 12-foot-wide x 38-foot weathering steel, single-span pedestrian bridge. Bridge abutment consists of articulated precast gravity blocks and adjustable support to compensate settlement due to the wetland's liquifiable soil. Bright Engineering provided design, planning, and environmental services for approximately 3,600 linear feet of trail extension within the Puget Sound Energy utility corridor located immediately east of SR167. Improvements consisted of new shared-use path, crossing, signage, trailhead, and pedestrian bridge to minimize stream and wetland impact.



ERCI

PRESENTIN PARK SIDE CHANNEL PROJECT MARBLEMOUNT, WA

- **Client/Owner:** Skagit County Parks
- **Schedule:** 2013-2022
- **Reference Contact:** Brian Adams, Skagit County Parks Director, 360.416.1356, briana@co.skagit.wa.us

ERCI provided Cultural Resource Survey, monitoring, and management plan for the Presentin Park Side Channel Project Study, which included Tribal coordination, pedestrian survey, shovel testing, and construction monitoring. The project provides the restoration of salmon habitat, including channel enhancements and reconnections and plantings. Three bridges were installed and extensive planting created improved habitat. The project is located within or adjacent to 45SK139, which was determined eligible for the National Register in 1999. The project began in 1993 with a donation of the land by a homesteader family and was then started in earnest in 2014 and completed in 2022 with funding from many sources.

BARNABY REACH RESTORATION PROJECT SKAGIT COUNTY, WA

- **Client/Owner:** Skagit River Systems Cooperative
- **Schedule:** 2019-2021
- **Reference Contact:** Devin Smith, Director of Habitat Resourcation, Skagit River System Cooperative, 360.391.1984, dmith@skagitcoop.org

The Barnaby Reach Restoration Project goals include restoring floodplain processes, increasing salmonid rearing and spawning habitat, protecting private property and infrastructure by reducing existing flood and erosion risks, and providing recreational access opportunities. Phase 1 of the project removed hatchery infrastructure such as rip-rap, dikes, culverts, water control structures, buildings, abandoned wells, and unnecessary road fill to restore fish passage and natural flow conditions, as well as reduce flooding for residents in the area. A new archaeological site was identified during this project. Additional sections of the reach will have work carried out in subsequent years.

APPENDIX A RESUMES



Laura Ruppert, PE

PRINCIPAL-IN-CHARGE, QA/QC

EXPERTISE

Laura delivers specialized engineering, planning, modeling, and design on OCI projects. As Principal & Vice President of OCI, Laura provides contract, client, and staff management to ensure the right resources are available to meet all commitments. She is extremely detail-oriented, and her vast experience in fish passage design has led to numerous successful projects in the Puget Sound region. Her technical expertise spans from conceptual design through alternatives analysis, final design, and preparation of construction documents (PS&E). Laura's management style of utilizing Project Managers and Design Managers ensures she is engaged but never becomes the bottle-neck, and is proven through the successful implementation of multidisciplinary projects.

FIRM

Osborn Consulting, Bellevue, WA

EDUCATION

BS, Civil Engineering,
University of Washington

REGISTRATION & CERTIFICATION

Registered Civil Engineer, WA,
#43848

PROJECT EXPERIENCE

City of Sumner, 166th Ave E Widening and Intersection Improvements - Salmon Creek Culvert, Sumner, WA

Laura is providing QA/QC for fish passage culvert design elements on this widening and intersection improvement project. OCI led the fish passage culvert design of culvert passing under a roundabout. Design considerations include incorporating thalweg sinuosity and hydraulic complexity through a 246 foot long culvert, channel daylighting upstream and downstream of the culvert, channel geometry design for a low gradient stream with high flow depths, streambed material sizing, scour analysis, and large woody material placement. OCI is coordinating closely with the roadway design team, the City, and environmental permitting consultant to develop a concept that is practical while meeting both the City's needs and fish passage requirements.

City of Sammamish, Ebright Creek Fish Passage, Sammamish, WA

As Project Manager, Laura led the stream simulation design for this culvert replacement project to provide fish passage at the East Lake Sammamish Parkway crossing. The replacement of the culvert allows for unimpeded access to over one mile of kokanee spawning habitat. Laura managed the OCI Team to develop bankfull width determination, civil engineering, HEC-RAS hydraulic modeling, and PS&E development. She coordinated with subconsultants to bring together structural design, utility conflict resolution, geotechnical investigation, and permitting components. Construction for this 14 foot wide by 9.4-foot rise precast box culvert project completed in 2021.

City of Kenmore, 192nd Street Culvert Replacement, Kenmore, WA

Laura was the Engineer of Record for this 14 foot wide, fish-passable concrete box culvert project on Little Swamp Creek. The culvert design allowed the City of Kenmore to eliminate flooding of the 192nd Street roadway while restoring a prominent fish bearing stream. She oversaw the development of PS&E documents and verified the design for this project involving: hydrologic and hydraulic modeling, WDFW fish-passage standards, stream bed gradation design, stream restoration and LWM installation, utility coordination, and raising the profile of the road.

City of Redmond, Smith Woods Park Pond/Stream Rehabilitation, Redmond, WA

As Project Manager, Laura managed the design and PS&E development for this fish passage improvement project. The design provides fish passage through a previously bermed off bond allowing fish to access the headwaters of Monticello Creek. The project involves bankfull width determination, civil engineering, HEC-RAS hydraulic modeling, and PS&E development. Laura coordinated with subconsultants to bring together geotechnical investigation and permitting components.



Cheyenne Covington, PE, CESCL, ENV SP, LEED AP

PROJECT MANAGER

EXPERTISE

Cheyenne is a Senior Engineer with 23 years of experience providing technical expertise and management of municipal projects. He leads improvement projects from planning level analysis through the preparation of plans, specifications, and cost estimates and construction support for cities and counties throughout Washington. He has extensive experience in stream restoration and culvert retrofits, flood mitigation, utility infrastructure improvements, stormwater model analysis, drainage collection and conveyance systems, water quality design, and low impact development (LID) implementation.

PROJECT EXPERIENCE

Seattle Public Utilities (SPU), Taylor Creek Culvert Restoration, Seattle, WA

Cheyenne is providing senior engineering support for the Taylor Creek project, including the water main replacement, culvert replacement, and site grading. Cheyenne is providing modeling oversight for this project, which includes climate change analysis for future flow design and sediment transport analysis. The site grading for connections to private driveways exceeds 15% longitude slopes at several locations. Cheyenne is also providing support for the HEC-RAS modeling, verification of design criteria, project design report documentation, and coordination with the client and design team.

City of Issaquah, East Lake Sammamish Parkway Drainage Improvements, Issaquah, WA

Cheyenne is serving as the Project Manager for the fish-passage design and flood reduction improvements along East Lake Sammamish Parkway (ELSP). The ELSP experiences flooding during regular heavy rain events from Parkhill Creek. Through hydraulic modeling and system design using HEC-RAS for the parallel channels stream and six cross-connecting culverts, the proposed improvements include adding two fish-passage culverts and outfall pools from catch basins along ELSP. The proposed 94-foot-long culvert under 51st St requires relocation of a 12-inch water main and a custom accommodation for the existing 24-inch sewer casing through the base of the culvert. Meetings with the review agencies were used to confirm the bankfull width, approval from WDFW for culvert freeboard of less than one-foot base on limited debris loading, and wetland and stream mitigation approval.

Snohomish County, Lundeen Creek Restoration Project, Snohomish County, WA

The project design included evaluation of three culverts to verify fish passage thresholds. One culvert was replaced following the No-Slope design option. The final design included construction plans, cost estimates, and technical design memorandum. Cheyenne served as the Engineer of Record for the analysis and design of the Lundeen Creek channel relocation and restoration project to meet the future land-use flows determined in the Lake Stevens Area Master Drainage Plan. He performed detailed site investigations of the existing conditions to identify opportunities and constraints for channel realignment and habitat improvements. Cheyenne created a HEC-RAS model of the proposed channel improvements to verify design criteria, identify flooding locations and frequency, and determine locations where additional structural habitat features will be needed to control stream velocities.

City of Kirkland, Juanita Creek 111th Ave NE Culvert Replacement, Kirkland, WA

Juanita Creek flows through a residential neighborhood, and during large storm events, has overflowed the banks and caused localized flooding. A sinkhole developed in the roadway above the existing 48-inch CMP culvert. Cheyenne led the design of improvements for the existing culvert, headwall, and surrounding slopes, including HEC-RAS modeling, and alternatives analysis through 100 percent design documents. Cheyenne provided coordination with WDFW for design approval per the WDFW Fish-passage Criteria. An existing eight-inch sanitary sewer conflict with the culvert footing required modified footing detail and field-welded casing detail to protect the existing sewer crossing.

FIRM

Osborn Consulting, Bellevue, WA

EDUCATION

BS, Civil Engineering,
Oregon State University

BA, Civil Engineering,
Oregon State University

REGISTRATION & CERTIFICATION

Registered Civil Engineer, WA,
#40803

ENVISION Sustainability
Professional (ENV SP)

LEED Accredited Professional

Certified Erosion & Sediment Control
Lead (CESCL), #EF8181641



Peter Wurden-Foster, PE, CFM

STREAM DESIGN ENGINEER

EXPERTISE

Peter has focused his career on stream restoration and fish passage design. Peter leads OCI's Fish Passage Studio, which delivers innovative and efficient design of fish passable structures per WDFW, WSDOT, and Washington Administrative Code (WAC) requirements. He also performs LWM and scour analyses for these projects and has completed the WSDOT Fish Passage and Stream Restoration Design Training. He is knowledgeable in both 1 and 2-Dimensional hydraulic modeling applications using the HEC-RAS and SRH-2D modeling platforms. In addition to fish passage, he is a Certified Floodplain Manager and has performed no-rise analyses for projects located within regulatory floodways. Peter has authored Final Hydraulic Design (FHD) and Preliminary Hydraulic Design (PHD) reports, as well as completed PS&E for multiple fish passage crossings across Western Washington, having worked with public agency staff to efficiently deliver design products.

PROJECT EXPERIENCE

WSDOT, Northwest Region General Engineering Services, WA

Peter is the OCI Stream Design Engineer and Project Manager for two separate task orders under the WSDOT Northwest Region General Engineering Services contract. He is managing a team of five OCI engineering staff who are working on six separate fish passage crossings. Peter is leveraging his technical expertise, communication, and management skills to keep the projects moving forward and meeting the aggressive WSDOT schedules. He communicates directly with agency and tribal staff to ensure concerns are addressed and to produce designs that meet their expectations.

Snohomish County, 167th Ave SE Culvert Replacement, Snohomish, WA

Peter is the Project Manager for this fish passage barrier removal project located in Snohomish County, which is currently moving towards a 60% level of design. Peter is managing an OCI project team in addition to coordinating subconsultant field visits and deliverables. He presented project information to agency and tribal representatives to collect their feedback on the proposed design, and has worked closely with County staff to identify cost-effective alternatives for the proposed fish passable structure.

WSDOT, Northwest Region Fish Passage – Various Projects, Olympia, WA

Peter completed the PHD report for the UNT Evans Creek crossing of SR 522 in the Northwest Region. Peter performed hydrologic and hydraulic analyses of the crossing using the MGS Flood and SRH-2D modeling platforms, respectively. On this crossing he worked closely with WSDOT staff to determine the proposed channel alignment and presented information to a mix of WSDOT and agency personnel regarding bankfull width measurements and the proposed design. Peter completed quality control review for an adjacent crossing of SR 522, leveraging his experience with the PHD report and familiarity with the WSDOT fish passage design process.

SPU, Fauntleroy Creek Culverts Replacement, Seattle, WA

Peter developed the proposed condition hydraulic model and LWM layout for two fish passage crossings on Fauntleroy Creek. Using the results of the modeling effort, he completed scour and sediment sizing calculations. Peter contributed to the Basis of Design Report and authored a Hydraulic Technical Memorandum documenting the development of the proposed condition hydraulic model, LWM layout, scour, and sediment sizing.

FIRM

Osborn Consulting, Bellingham, WA

EDUCATION

MS, Civil Engineering,
University of Washington

BS, Civil Engineering,
University of Washington

REGISTRATION & CERTIFICATION

Registered Civil Engineer, WA,
#57038

WSDOT Fish Passage and Stream
Restoration Design Training, 2021,
Certificate #FPT20-09559

River Sediment Dynamics, 2020
HEC-RAS 2D Training, 2015

HEC-RAS: Basic Hydraulic Modeling
for Steady Flow Analysis, 2014

Certified Floodplain Manager (CFM)



Stefany Wang, PE

STREAM DESIGN ENGINEER

EXPERTISE

Stefany is a water resources engineer who has developed fish passage barrier removals, habitat improvements, stream restoration design, hydrologic and hydraulic modeling, stormwater management design, bridge scour analysis, and wetland monitoring and delineation. She also has task management experience coordinating with multi-disciplinary teams, including structural, geotechnical, civil, and traffic engineers as well as environmental scientists and landscape architects. Stefany has ten years of engineering experience focused on water resources and is trained in SRH2D modeling, recently used on WSDOT PHD reports. Stefany has combined her stream design skills with roadway drainage design, and is experienced in PS&E preparation.

PROJECT EXPERIENCE

City of Sumner, 166th Ave E Widening and Intersection Improvements - Salmon Creek Culvert, Sumner, WA

Stefany is the fish passage and hydraulic lead for the conceptual design of this fish passage culvert under a proposed roundabout as part of an intersection improvement project. Design considerations include incorporating thalweg sinuosity and hydraulic complexity through a 246-foot-long culvert, channel daylighting upstream and downstream of the culvert, channel geometry design for a low gradient stream with high flow depths, streambed material sizing, scour analysis, and large woody material placement. Stefany is coordinating closely with the roadway design team, the City, and environmental permitting consultant to develop a concept that is practical while meeting both the City's needs and fish passage requirements.

City of Sammamish, Ebright Creek Fish Passage, Sammamish, WA

Stefany developed the stream simulation design of this culvert replacement project to provide fish passage at the East Lake Sammamish Parkway crossing. The replacement of the culvert allows for unimpeded access to over one mile of kokanee spawning habitat. Stefany conducted the bankfull width determination and performed preliminary engineering, HEC-RAS hydraulic modeling, and PS&E development. She also coordinated with subconsultants to bring together structural design, utility conflict resolution, geotechnical investigation, and permitting components.

WSDOT, US 101 UNT to Lunch Creek, Quinault Indian Nation, WA

Stefany was the Stream Designer for the development of the PHD report and preliminary design for this fish passage project. The project will replace the existing culverts, which are identified by WDFW to be fish barriers and has a potential habitat gain of over two miles for coho, steelhead, and cutthroat trout when removed. Stefany is responsible for the stream simulation design, sediment sizing, and SRH2D hydraulic modeling.

WSDOT, SR 9 UNT to Landingstrip Creek, Acme, WA

Stefany developed the PHD report, addressed Tribes and WDFW comments in compliance with Water Crossing Guidelines and Culvert Injunction Criteria, and contributed to the FHD report addressing fish barrier issues associated with a steep, confined channel and significantly flatter downstream reach, eliminating sharp 90 degree turns in the stream alignments and reducing turbulence, while complying with necessary guidelines. Stefany performed the SRH2D modeling and sediment mobility for the PHD. She provided preliminary design for the proposed project to replace the existing concrete culvert with a minimum 14-foot span structure to improve fish passage.

FIRM

Osborn Consulting, Bellevue, WA

EDUCATION

MS, Environmental Engineering and Science, Johns Hopkins University

BS, Civil Engineering, Columbia University

REGISTRATION & CERTIFICATION

Registered Civil Engineer, MD, #44108

WSDOT Fish Passage and Stream Restoration Design Training, 2020, Certificate #FPT20-11974

2019 WSDOT HRM Training Certificate, Certificate #191031

SRH2D Training



Anna Vandermeer, EIT

STREAM DESIGN SUPPORT

EXPERTISE

Anna has experience in flood risk analysis, stream modeling, and designing fish passable structures as per WDFW and WSDOT requirements. She has completed training for WSDOT Fish Passage and Stream Restoration Design and regularly develops habitat improvements, ecological and stream assessments, hydrologic modeling, and structure scour analysis. She is experienced in both 1-D and 2-D hydraulic modeling techniques such as HEC-RAS, HY-8, and SRH-2D. She has worked in geospatial processing and has experience with software such as ArcGIS.

PROJECT EXPERIENCE

City of Sumner, 166th Ave E Widening and Intersection Improvements - Salmon Creek Culvert, Sumner, WA

Anna was a Project Engineer responsible for completing HEC-RAS hydraulic modeling and technical reporting for this culvert replacement project. The 246-foot culvert required additional considerations for incorporating hydraulic complexity through the structure due to its length. Other design considerations included LWM placement, vertical channel stability, site constraints, and attaining freeboard through the length of the structure. Anna, in coordination with the client, prepared designs for these parameters, which considered the challenges imposed by the length of the culvert. She also conducted field assessment, scour analysis, and streambed material sizing as part of the culvert and stream channel design.

City of Kenmore, Culvert Barrier Prioritization, Kenmore, WA

Anna developed prioritization tools for the City of Kenmore's fish barrier removal efforts, inventoried crossings with unknown passability, and established culvert survey priority. Identifying key environmental, social, and logistical variables pertinent to barrier removal required close coordination with the City. Anna led workshops with the client for the purpose of defining areas of interest and ensuring critical information that influenced the constructability of culvert projects was communicated. She prepared a technical memorandum which documented this process, as well as detailed strategies for integrating novel barrier information into the City's prioritization plan.

FEMA, Siuslaw Watershed Floodplain Delineation, Siuslaw Watershed, OR

Anna worked as the hydraulic lead in delineating over 200 miles of floodplain in the Siuslaw River Watershed in Oregon. She developed HEC-RAS models and GIS maps, which served as the basis for preliminary base flood elevations and floodplain extents for FEMA Region 10. She extracted and organized model results to develop databases for FEMA's Mapping Information Platform.

FEMA, LOMR Modeling, Anchorage, AK

Anna conducted floodplain modeling for the purpose of revising existing NFIP maps in Anchorage, AK. Previous studies in the area utilized a local vertical datum other than the typical NAVD88, necessitating elevation conversions for the purpose of local floodplain regulation. Recent seismic activity had created spatially dependent vertical shifts in the area, complicating the process of reporting meaningful elevation results, as well as tying into existing base flood elevations. Anna coordinated with FEMA Region 10 and Anchorage survey teams to develop methods of modeling and floodplain delineation.

FIRM

Osborn Consulting, Bellingham, WA

EDUCATION

MS, Civil and Environmental Engineering, Washington State University

BS, Civil and Environmental Engineering, Washington State University

REGISTRATION & CERTIFICATION

Engineer-in-Training, WA, #34848

WSDOT Fish Passage and Stream Restoration Design Training, 2021, Certificate #FPT20-30949



Cindy Talley, PLA

LANDSCAPE ARCHITECTURE/SIGNAGE

EXPERTISE

Throughout her career, Cindy has delivered environmentally conscious and sustainable landscape architecture and urban design services for public agencies throughout Washington State. Her work includes streetscapes, transportation facilities, stream restoration, culvert replacements, parks, and other public institutions. Cindy's work is informed by a dedication to enriching communities and the natural environment. She offers strength in planting design, site design, and graphic design, including educational signage, informed by critical regionalism, a background in studio and liberal arts, and the principles of regenerative design. Cindy thrives in contributing to collaborative, multi-disciplinary teams.

PROJECT EXPERIENCE

City of Kenmore, NE 190th Street Culvert Replacement, Kenmore, WA

Cindy is providing the landscape architecture design for this culvert replacement and safety improvement project. The project includes replacing the existing 60-inch diameter corrugated metal pipe (CMP) culvert with a 60-foot-long, 15-foot-wide by 12-foot-high, three-sided box culvert, as well as 55 feet of sidewalk and wall replacement along 61st Ave NE, roadway restoration, stream restoration, and wetland mitigation. Cindy developed the planting plan and schedule, including coordination with the team biologist. She also developed the overlook design and coordinated signage design for the site. The new culvert will improve fish passage and safety, while adhering to WDFW standards.

SPU, Fauntleroy Creek Culverts Replacement, Seattle, WA

Cindy served as Landscape Architect for the Fauntleroy Creek Culverts Replacement project. The scope of work involves streetscape impacts and a large church parking lot, a Seattle City Park, steep slopes, and a significant new culvert under two sections of roadway. Cindy supported the preliminary design of the public amenities, including overlooks and maintenance access walls, stairs, ramps, guardrails, ADA parking, and graphics for public involvement. Cindy was instrumental in developing the restoration approach for the steep slopes of the ravine, provided input on urban design features, and was responsible for cost estimation on this complex project.

City of Shoreline, Stormwater Pipe Repair & Small Projects, Shoreline, WA

Cindy is leading the landscape architecture services for the City of Shoreline's 2021 and 2022 pipe repairs and small projects. The designs adhere to WSDOT Standard Specifications and involve planting plans and cost estimates for GSI, including bioretention plantings along the right-of-way. The plantings provide green infrastructural function while simultaneously honoring Crime Prevention Through Environmental Design principles and offering visual interest.

WSDOT, Dayton Ave Headquarters Building Renovation Right-of-Way Improvements, Shoreline, WA

Cindy provided landscape architecture design services for the WSDOT Dayton Ave Headquarters Building Renovation for right-of-way improvements. She managed and developed the design for the roadway restoration planting and tree protection plan, as well as permit coordination.

SPU, 12th Avenue Drainage Improvements, Seattle, WA

Cindy is providing design support to facilitate GSI design for the 12th Avenue NW sewer basin. Cindy has been supporting the design team's exploration of the street changes. Early community outreach meetings and "walk abouts" were conducted with the public as the team explored options. Cindy developed graphics, street design, and neighborhood character sketches as tools for decision making for the SPU team.

FIRM

Osborn Consulting, Seattle, WA

EDUCATION

Master of Landscape Architecture,
University of California, Berkeley

Bachelor of Arts, Double Major in
Studio Art and French Studies,
Lewis and Clark College

REGISTRATION & CERTIFICATION

Licensed Landscape Architect, WA



Firm

Bright Engineering, Seattle, WA

EDUCATION

MS, Civil Engineering Structures,
University of Washington

BS, Civil Engineering, University of
Washington

REGISTRATION & CERTIFICATION

Civil & Structural – WA

Civil & Structural – OR

Civil & Structural – CO

Structural – HI

WA State Bridge Inspection
Certification #A1095

Confined Space Entry Certificate,
1999 and 2012

Ade Bright, PE, SE

STRUCTURAL ENGINEERING

EXPERTISE

Ade has over 45 years of experience in civil and structural engineering. He specializes in structures encompassing research and development, condition assessment, analyses, design and upgrades; detailing and plan preparation; cost estimating and specifications; job site surveillance and inspection; project management; value engineering and design review; and quality control for structures of reinforced concrete; precast, prestressed and post-tensioned concrete, wood, masonry, structural steel and stainless steel. His broad experience includes the design of marine structures, bridges, tunnels, subway transit stations, parking structures, park and urban facilities, earth retaining walls, water and wastewater treatment plants, control structures, stadiums, shell structures, hospitals, industrial, commercial and office high-rise buildings, and various foundation structures. Ade has led and provided structural design and evaluation for over 100 new and upgrades of existing water and wastewater, flow control, conveyance, pump station, and treatment facilities.

PROJECT EXPERIENCE

City of Sumner, Sumner Trail Ditch No. 9 Pedestrian Bridge, Sumner, WA

Ade prepared various bridge material type and foundation options for the 16-foot-wide x 65-foot-long single span pedestrian bridge across Ditch No. 9 floodplain along the Sumner Trail. Final design consisted of a CORTEN steel truss bridge with steel grating deck that met performance and environmental requirements. Bridge abutments consisted of stacked precast concrete gravity blocks with Geogrid reinforcement. The blocks were initially used for preloading the liquefiable underlying soil.

Puyallup Tribe/NOAA, Sha Dax Road and Habitat Restoration, Puyallup, WA

Ade was responsible for the design of the culvert structure under Levee Road, which connects the Puyallup River and the habitat that provides off-channel refuge for juvenile salmon from predators and high water velocity, as well as a feeding area during their migration downstream to the ocean. The culvert is also designed to accommodate the potential future widening of Levee Road. The culvert consisted of pushing a 10-foot-diameter steel pipe culvert from the habitat side under Levee Road to the Puyallup River. This system provides protection for the levee, as well as avoids disruption of traffic along this important arterial. Design features included a receiving pit next to the river, a flood gate, which is activated when the river exceeds 18 feet, a trash rack for preventing logs and debris from entering into the habitat and for raking debris, and a silting pad for maintenance and reducing the amount of silting. Ade had previously provided a similar design for the Clear Creek Habitat Rehabilitation, which is located downstream from this project.

Port of Tacoma, Clear Creek Habitat Rehabilitation, Port of Tacoma, WA

This was a part of a mitigation project at the confluence of Clear Creek and Puyallup River. Ade designed a combination steel gate, 8-foot-square slide gate, and a 48-inch sluice gate, that are flow controlled, to replace one of the two existing eight-foot-square flat gates. Ade also designed a new trash rack, a series of flow control weirs, precast bridge, and retaining walls.

City of Seattle, 52nd Ave S. CSO Reduction and Mapes Creek Walkway, Seattle, WA

Ade was responsible for the structural design of the outfall pipeline headwall incorporating urban design features for pedestrian aluminum bridge and foundation for the restoration of Lower Mapes Creek at Beer Sheva Park.

City of Fife, Pedestrian Bridge, Fife, WA

Ade was responsible for the design of an 8-foot-wide x 40-foot-long concrete bridge consisting of concrete topping over two hollow core concrete planks. Abutments consist of cast-in-place concrete spread footings, which allow for future adjustment caused by underlying ground settlement.



Amy Summe, PWS

NATURAL RESOURCES/PERMITTING

EXPERTISE

Amy is a senior biologist and permitting specialist with 25 years of experience on public and private projects in Washington. A thorough knowledge of Washington's environmental regulations coupled with wetland and shoreline expertise give Amy skills to help bring projects into compliance with state and federal mandates and facilitate smooth permitting. She has proven experience in the permitting requirements and timelines for federal, state, and local permits, including local critical areas and shoreline permits, SEPA, WDFW Hydraulic Project Approval, Section 10 and Section 404 Corps permits, 401 Water Quality Certification, and Endangered Species Act approvals. Amy has extensive experience performing wetland delineations, developing mitigation and restoration plans, and writing biological assessments. Her education and background as a biologist complement her work as an environmental planner.

PROJECT EXPERIENCE

City of Bellevue, 120th Avenue NE Corridor Project, Bellevue, WA

Amy was the Biologist and Environmental Permit Lead for a road improvement project that has permanent impacts to wetlands, a stream, and their buffers. Amy developed the NEPA documentation to support a Categorical Exclusion, which includes preparation of a No Effect letter under the ESA and onsite restoration and off-site mitigation plans to address temporary and permanent impacts. She also prepared permit applications for a Corps permit to permanently impact wetlands, replace a 36-inch pipe culvert carrying West Tributary Kelsey Creek with a 20-foot-wide bottomless box culvert, and daylight a section of the creek that is currently piped. Amy participated in meetings with WDFW and the Muckleshoot Tribe in pursuit of a culvert plan that meets the City's needs and would satisfy the agencies.

City of Sammamish, Issaquah-Fall City Road Improvement Project, Sammamish, WA

Amy was the Biologist and Environmental Permit Lead for improvement of SE Issaquah-Fall City Road between 242nd Avenue SE to just beyond the intersection with Klahanie Drive SE. Amy and other staff delineated and documented the existing conditions of North Fork Issaquah Creek and three wetlands. She also participated in a successful meeting with WDFW on site to discuss the design of the stream crossing, developed an onsite mitigation plan that restored filled wetlands and the piped stream channel by installing a bridge in place of existing fill and culvert, and obtained permits from the Corps, WDFW, and City/King County. The project required extensive coordination with the Corps regarding mitigation and to resolve comments made by the Muckleshoot Indian Tribe. Construction was completed in summer 2022. Amy supported the City during construction, which included obtaining WDFW permission for a timing window deviation and an emergency HPA to address damage to the existing culvert. Amy also led development of the as-built monitoring report.

City of Mukilteo, Harbour Reach Drive Extension Project, Mukilteo, WA

Amy was the Biologist and Environmental Permit Lead for a new urban arterial connecting Beverly Park Road and Harbour Pointe Boulevard SW. Amy delineated and documented the existing conditions of three streams and five wetlands, and obtained permits from all local, state, and federal agencies with jurisdiction. The project included permanent and temporary impacts to streams, wetlands, and buffers associated with two new road crossings that are mitigated with a combination of onsite wetland and buffer restoration and enhancement and use of the City's in-lieu fee program. Construction was completed in July 2021. Amy supported the City during construction and prepared the as-built documentation.

FIRM

Shannon & Wilson, Seattle, WA

EDUCATION

BS, Zoology, Washington State University

BS, Environmental Science, Washington State University

REGISTRATION & CERTIFICATION

Professional Wetland Scientist, #3112, 2019

Certified Senior Biological Assessment Writer, WSDOT, 2020



Brian Reznick, PE

GEOTECHNICAL ENGINEER

EXPERTISE

Brian has 20 years of experience in geotechnical engineering. His experience includes planning, design, and construction support of roadway infrastructure, stormwater, and river restoration projects. His technical expertise includes geotechnical inspection and design of culverts, bridges, roadways, tidegates, habitat log structures, erosion protection, and stormwater detention and infiltration facilities. He is familiar with WSDOT, AASHTO, and the Department of Ecology design standards. He is proficient in developing and managing field exploration programs; completing planning, design, and risk analysis; and preparing reports, plans, specifications, and engineer estimates for construction.

PROJECT EXPERIENCE

City of Mukilteo, Harbour Reach Drive Extension Project, Mukilteo, WA

The City of Mukilteo extended Harbour Reach Drive to provide a north-south arterial for traffic looking to avoid congested SR 525. The extension crossed two ravines, one 910 feet wide with a non-fish-bearing stream and the other 380 feet wide with a fish-bearing stream. Brian was the Geotechnical Lead for the project and developed two alternatives for stakeholder consideration: bridges and pipe arch culverts through a new embankment. The culvert alternative was selected. Geotechnical analyses for the project included design for 13- and 26-foot span culverts, 35-foot-tall structural earth walls, cast-in-place concrete and modular block walls, stormwater infiltration, buried stormwater vaults, new and repaired pavement sections, and luminaire foundations.

City of Sammamish, Issaquah-Fall City Road Improvement Project, Sammamish, WA

The City of Sammamish widened and modified the grade of Issaquah-Fall City Road between 242nd Avenue SE and Klahanie Drive SE. Brian was the Geotechnical Lead for the project that included replacing a 36-inch-diameter culvert under the road with a three-span, 400-foot-long bridge founded on drilled shaft foundations. Geotechnical analysis included axial and lateral bridge shaft foundation capacities, global stability for the structural earth wall bridge approaches, and design recommendations for rockeries and a modular block wall. Additional geotechnical analyses were performed for seismically induced geologic hazards, luminaire foundations, settlement, pavement design, and stormwater infiltration.

City of Bremerton, Schley Canyon Fish Passage and Culvert Replacement Project, Bremerton, WA

The City of Bremerton plans to replace an existing 120-foot-long culvert located 45 feet below grade at the Wheaton Way crossing. A feasibility study was authorized to develop alternatives for the replacement. Brian led the geotechnical effort for the study, performing a site reconnaissance, reviewing existing conditions and geologic information, and developing three viable replacement alternatives: tunnel, single-span bridge, and larger culvert. Construction challenges, including traffic disruptions, stream diversion, permit acquisitions, and construction access were examined.

King County, Lones Levee Setback and Floodplain Reconnection Project, King County, WA

Located near River Miles 37.4 to 38.0 on the Green River, the Lones Levee Setback and Floodplain Reconnection Project removed an existing levee, reconnected an oxbow, and restored the habitat forming processes for salmonids while maintaining the existing level of flood protection to nearby agricultural and residential properties. Brian was the Geotechnical Lead for the project, developing design recommendations for temporary and permanent access roads, fill graded areas, and timber pile-supported engineered wood structures. Pile sizes and depths were designed to resist scour, deformation, and large stresses. Previous landslides in the area were identified and the project effect for increasing the risk of landslide and mass-wasting in the reach evaluated.

Firm

Shannon & Wilson, Seattle, WA

EDUCATION

MS, Civil Engineering, Oregon State University

BS, Civil Engineering, Oregon State University

REGISTRATION & CERTIFICATION

Registered Professional Engineer, WA, #42820, 2006



Firm

KPG Psomas, Tacoma, WA

EDUCATION

BS, Mining Engineering, Colorado School of Mines

REGISTRATION & CERTIFICATION

Professional Land Surveyor, WA, #29294

Mike Bowen, PLS
SURVEY/MAPPING

EXPERTISE

Mike brings 38 years of experience in land surveying for engineering design, boundary determination, and construction projects. He has been involved in a multitude of large scale and long-range projects, such as transportation and large-scale mapping projects. Mike has extensive experience in providing detailed base mapping and right-of-way determination for all types of public works projects. He has also managed dozens of task orders delivered through on-call contracts with several local jurisdictions. From this experience, he understands how to respond quickly to intermittent work requests. Mike is also well versed in dealing with water boundaries, tidal datums and other aspects of riparian lands. He is an organized and collaborative team player who listens to his client’s needs and understands the range of project needs.

PROJECT EXPERIENCE

City of Tacoma, Jefferson and Hood Street Surface Water Interceptor, Tacoma, WA

Mike is currently providing surveying services for the Jefferson and Hood Street Surface Water Interceptor. This Design-Build project will install 3,200 lineal feet of 60-inch surface water conveyance pipe within existing roadway prisms, crossing under I-705 and BNSF rail lines, and daylighting via a new marine outfall to the Thea Foss Waterway. Mike’s responsibilities thus far have included topographic survey, right-of-way determination, construction staking, and settlement monitoring.

City of Puyallup, Clarks Creek Sediment Survey, Puyallup, WA

Mike provided surveying services in support of dredging a portion of Clarks Creek. Services include marking the excavation zone, survey of the creek bottom prior to dredging activities, and survey of the creek bottom after dredging activities have been completed. Volume calculations comparing pre and post-construction surveys will also be provided.

City of Poulsbo, South Fork Dogfish Creek, Poulsbo, WA

Under KPG Psomas’ Survey On-Call contract with the City of Poulsbo, Mike managed the surveying and mapping activities for this project, which will restore 100 feet of degraded stream channel, flood plain and riparian buffer on City property between 8th Avenue and Centennial Park. A new stream channel will be constructed adjacent to the existing degraded channel below 8th Avenue. The new channel will include streambed aggregate, LWM and riparian vegetation. Topographic and Utilities mapping were conducted over more than 10 acres, including over 3,000 feet of roadway.



Kelly R. Bush, MA

CULTURAL RESOURCES

EXPERTISE

Kelly leads ERCI, a small archaeological consulting firm out of Mount Vernon. After doing archaeological consulting work in British Columbia for 10 years and receiving her MA from Western Washington University, Kelly opened ERCI and has been doing CRM in Washington since 2002. She manages projects from small residential to 8,000 acres and has run crews of up to 35 people. She spends her time assessing and managing risk for a wide variety of clients: local governments, utilities, tribes, the military, non-profits, residential, and commercial developers. She has developed a wide range of agreements and management plans, building relationships and developing project-specific solutions that allow work to move forward while protecting resources. Kelly was a recent President of the Association for Washington Archaeology.

PROJECT EXPERIENCE

City of Sammamish, Ebright Creek Fish Passage Project, Sammamish, WA

ERCI was on OCI's team to carry out a cultural resource investigation for the Ebright Creek Fish Passage Project. The City of Sammamish received a grant from Washington State Recreation and Conservation Office for fish passage improvements on Ebright Creek. The existing culverts were barriers to salmonids at the mouth of Ebright Creek. The project replaced the existing culverts with larger, fish passable structures. As Principal Investigator, Kelly was responsible for coordinating with clients and overseeing background research, fieldwork, and report writing.

City of Kenmore, 190th Culvert Replacement, Kenmore, WA

In 2021, OCI contracted with ERCI to carry out a cultural resources survey for the City of Kenmore and Corps for a culvert replacement on approximately 0.25 acres. As Principal Investigator, Kelly was responsible for coordinating with clients and overseeing background research, fieldwork, and report writing.

City of Bellingham, Holly Street Landfill, Whatcom Creek Redevelopment Project, Bellingham, WA

Coming into this project at the monitoring phase, ERCI worked with the existing monitoring plan to help identify and evaluate during construction, historic and precontact archaeological resources deposited on top of and within native mudflat deposits near the mouth of Whatcom Creek. ERCI provided an addendum to the monitoring plan to address concerns of reviewers and the lead agency, the Corps. Later, ERCI's professional archaeological monitors were on hand to observe ground-disturbing project activities; in certain cases, monitors were required to identify the original land surface as a means of assessing the risk of encountering buried cultural resources for each ground-disturbing activity. ERCI also delivered a comprehensive report. As Principal Investigator, Kelly was responsible for coordinating with clients and overseeing background research.

FIRM

Equinox Research and Consulting
International Inc., Mount Vernon, WA

EDUCATION

MA, Anthropology, Western
Washington University

BA, Archaeology, Simon Fraser
University

REGISTRATION & CERTIFICATION

Association for Washington
Archaeology

American Cultural Resources
Association

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

Osborn Consulting, Inc.

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Osborn Consulting, Inc., organized under the laws of the State of Washington, located and doing business at 1800 112th Ave NE, Suite 220E, Bellevue, WA 98004, 360-354-9989, Cheyenne Covington (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 – Salmon Creek Culverts (CIP 22-06). 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 September 15, 2023.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$448,548.00 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 consultant's 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: Cheyenne Covington Osborn Consulting, Inc. 1800 112th Ave NE, Suite 220E Bellevue, WA 98004-2962 360-354-9989	NOTICES TO BE SENT TO: CITY OF SUMNER: Robert Wright, Environmental Sustainability Specialist City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5708 robertw@sumnerwa.gov

EXHIBIT A

Scope of Services

Project:	CIP 22-06 Salmon Creek Culvert Replacements Project
Consultant:	Osborn Consulting, Inc. (OCI)
Contract No.:	

Background

The City of Sumner (CITY) identified the Salmon Creek Culvert Replacements Project in their Capital Improvement Projects (CIP) for replacement or removal of six culverts along Salmon Creek, within the City's limits.

The CONSULTANT scope for these projects includes data collection from existing and new field data, hydrologic and hydraulic modeling, development of an alternatives analysis and 30% through 60% Design. The scope also includes permitting, outreach, and grant assistances as part of Phase 1. The final design through construction administration will be provided through a contract amendment, under Phase 2.

This project will include removal or replacement of up to six culverts at four sites along Salmon Creek. Site 1 is a single, private culvert on tax parcel 0520191004. Site 2 is a single, private culvert east of the intersection of 52nd St E and 160th Ave E on CITY-owned parcel 9225000193. Site 3 consists of three separate culverts near the end of 162nd Ave E (Poole Rd) with two separate culvert crossings on tax parcel 9225000160. Site 4 contains a single culvert on CITY-owned tax parcel 7002050120, and includes planned stream restoration within CITY-owned tax parcels 7002050120, 9225000566, 9225000602, and 9225000627.

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SCOPE OF SERVICES

Task 1 Project Management

Monitoring and communicating the status of the scope, schedule, and budget of this work assignment and providing monthly reporting to the CITY.

Project Managers from the CITY and the CONSULTANT are responsible for managing changes to the scope and schedule. The CITY is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must verify that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the CITY Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using the Project Change Form. The Change Management log will be submitted to the CITY Project Manager monthly with the corresponding invoice.

The CONSULTANT will develop a Project Management Plan (PMP) to outline the key project milestones, communication protocols, and other guidelines for the execution of the project. The PMP will be distributed to the CONSULTANT team at the onset of the project.

Consultant Services

- Prepare status reports describing the following:
 - Services completed during the month
 - Outstanding issues (if any)
 - Scope/schedule/budget status
 - A financial summary
- Attend design review meetings after receiving submittal comments
- Bi-weekly PM check-ins with the CITY
- Project schedule with updates as required per monthly review
- Project Management Plan
- Quality Management Plan, based on OCI standard practices
- Manage issue log for City and all team members
- Manage risk register to identify and document project risks and mitigation strategies
- Submit invoices monthly

Assumptions:

- Project Management effort included in this scope is through 60% Design. Final Design and Construction Management will be through a contract amendment.
 - Phase 1 project design duration through 60% submittal will be approximately 11 months (October 2022 through August 2023)

- Bi-weekly PM check-ins via web/phone with the CITY (up to 22 total through 60% Design; 30 minutes each).
- All submittals will be made electronically. No hard copies to be provided.
- There will be one (1) design review meeting attended by up to three (3) Consultant Team members and City staff, up to 2 hours long. Review meetings following 60% Design will be included with project amendment.
 - Preliminary Design (30% Submittal)
- Design review meetings will be held by teleconference.

CITY Responsibilities:

- Attend project submittal review meetings.
- Review and approve invoices.
- Review and comment on submittals within the schedule. Review Change Management Log and authorize scope changes.

Deliverables:

1. Project Management Plan (one submittal)
2. Project Quality Management Plan (one submittal)

Task 2 Data Gathering and Reconnaissance

The objective of this task is to collect site data that will establish a basis for the proposed culvert and stream restoration design.

General Task Assumptions:

- This scope assumes that the CITY can provide the necessary right-of-entry authorizations to the CONSULTANT. The CONSULTANT will be responsible for verifying the specific private properties for which a right-of-entry authorization may be needed.
- All submittals will be made electronically. No hard copies will be provided.
- All deliverables will undergo one round of review, unless otherwise noted by the CITY. For each deliverable, requested changes to text will be submitted to the CONSULTANT in a file using tracked changes or via a tracking form.

General CITY Responsibilities:

- Provide necessary right-of-entry authorizations.
- Participation in coordination meetings, as necessary.
- Review of deliverables.

Task 2.1 Topographic Survey

The CONSULTANT will coordinate and provide a topographic survey of the project design area.

The CONSULTANT's surveyor shall establish local horizontal and vertical control points throughout the corridor for the purposes of performing surveying services. This will provide a complete base and topographic detail within the project limits as shown on the detailed exhibits provided to the CITY on September 6, 2022. Minimum detail within the limits of the topographic survey includes but is not limited to:

- Edge of pavement
- Visible utilities
- Culvert IEs
- Trees DBH>6 inches
- Wetland and OHWM flags (placed by others)
- Stream survey to include grade breaks and, at a minimum, channel: top of bank, toe of bank, edge of water, and thalweg at 20 feet (min) intervals
- Full and intermediate creek cross-sections as indicated for Site 4
- Any other significant fixed ground features.
- Utility mapping, including:
 - coordinating with a locate company to paint all utility locations within the project corridor so that they can be surveyed in work element.
- Survey paint marks from locates
- Sufficient control points tied to City control, as practical
- Provide base map in AutoCAD format version 2018 or more current
- All layers, blocks, test styles, point styles, and line types shall be to CONSULTANT's surveyors standards.
- Mapping work to prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD format of the project within the limits described above. The base map will include surface features within the mapping area as describe above. One-foot contours will be generated from the DTM.

Assumptions:

- Horizontal control: Washington State Plane Coordinates (North Zone expressed in US Survey feet) NAD 83/11
- Vertical control: North American Vertical Datum of 1988 (NAVD-88)
- Right of entry onto provided will be coordinated by Prime Consultant or City
- Parcel and Right of Way lines will be per Pierce County GIS
- Permanent and temporary construction easements, as necessary, will be added under Phase 2 through a contract amendment.

Deliverables:

1. Survey basemap and DTM (in AutoCAD Civil3D format)
2. Stamped survey sheets for inclusion in plan set (PDF)

Task 2.2 Geotechnical Services

The CONSULTANT's geotechnical contribution to the project will include review of existing data, subsurface explorations, geotechnical laboratory testing, and geotechnical support for design.

Task 2.2.1: Subsurface Explorations and Laboratory Testing

The following geotechnical services will be performed:

- Prepare a draft subsurface exploration plan in GIS for review by the CONSULTANT design team and CITY. After receiving comments, a final plan in GIS will be prepared.

- Mark the locations in the field ahead of the explorations, contact public utilities for locates, develop a field health and safety program for the drilling, and coordinate activities with the drilling subcontractor, CITY, and CONSULTANT design team.
- Subcontract with a driller to perform three (3) subsurface boring explorations up to 40 feet in depth. In situ standard penetration test samples will be taken at 2.5-foot intervals to 20 feet depth, and then at 5-foot intervals thereafter. A CONSULTANT geotechnical representative will be onsite during subsurface explorations to log the exploration and supervise the drilling subcontractor. After drilling, each boring will be backfilled according to Washington State regulations using bentonite chips. Where drillings occur through asphalt pavement, an asphalt patch will be used at the surface. Drill cuttings will be placed in 55-gallon drums and removed from the site.
- Return soil samples to the Seattle, Washington, laboratory for further review and testing. Anticipated laboratory tests include water content, gradation, fines content, and Atterberg limits.
- Develop subsurface exploration logs and laboratory test results which will be included in the report under Subtask 2.2.3

Assumptions:

- Up to 2 days of drilling. Work hours for the drilling will be between 8:00 a.m. and 5:00 p.m., Monday through Friday.
- No groundwater wells will be installed in the borings.
- Drill cuttings are non-hazardous.
- The CITY will prepare, submit, and obtain any necessary applications and permits for the explorations. The CITY will obtain all rights of entry and access needed to perform the explorations.
- No traffic control will be required for the exploration work. The CITY will inform the nearby residences of the exploration work at Sites 1 and 3. The CONSULTANT will provide the CITY 2 weeks' notice ahead of the subsurface exploration work. For Site 2, the CITY will secure permission to drill the boring along the CITY-owned driveway off of 160th Ave E.
- Exploration locations will be cleaned and restored to the extent practical but will not be made to pre-exploration conditions.
- The drill rig and equipment can be kept overnight at a nearby location provided by the CITY.

Deliverables:

1. Draft and Final Subsurface Exploration Plan.

Task 2.2.2: Geotechnical Engineering Design

- Geotechnical engineering analyses and design will be performed for the following: estimated soil properties for engineering evaluation
- Shallow foundation bearing capacities
- Lateral earth pressure for buried walls
- Construction considerations for temporary cut slopes, soil re-use, fill and compaction specifications.

Assumptions:

- The crossing alternatives selected for each site will be a 3- or 4-sided box culvert less than 20-feet wide parallel to the centerline of the roadway founded on shallow footings or a slab. Alternative configurations may require additional site borings with Phase 2.
- Stormwater infiltration testing, analysis, and design is not included during this stage of the project.

- Seismic design parameters, geologic hazard assessment, pavement design, and dewatering design are not included. Scour depths, as needed, will be provided by others from the CONSULTANT design team.
- Consolidation settlement and/or ground improvement analysis and design is not included. If soft, fine-grained, and/or unsuitable foundation soil is encountered beneath the proposed culvert locations, conceptual mitigation alternatives will be provided during Phase 1. Design and analysis for consolidation settlement and ground improvement would be completed during Phase 2

Task 2.2.3: Geotechnical Reporting

CONSULTANT's geotechnical will prepare a Draft Geotechnical Engineering Report. The report will provide the design team with a geologic interpretation of the subsurface conditions, geotechnical recommendations for box culvert design at each location, and provide geotechnical construction considerations for the project. A description of the subsurface exploration program, subsurface exploration logs, and the laboratory test results will be included as appendices.

Assumptions:

- The draft geotechnical engineering report will be included as part of the 60% Design submittal to the CITY.
- The report will be delivered electronically in Adobe PDF and Microsoft Word format.
- Comments on the draft report will be addressed during Phase 2. The Final Geotechnical Engineering Report will be submitted during Phase 2.

Deliverables:

1. Draft Geotechnical Engineering Report (PDF and Word File)

Task 2.2.4: 30% and 60% Design Plans, Specifications, and Cost Estimate (PS&E) Support

The CONSULTANT's geotechnical will provide geotechnical input and review the geotechnical aspects of the 30% and 60% Design plans prior to their submittal for consistency with the geotechnical design recommendations. The CONSULTANT's geotechnical will provide geotechnical text and review as requested for the Basis of Design Reports that will be submitted with the 30% and 60% Design submittal packages.

Assumptions:

- 30% and 60% Design plans and cost estimate will be developed by others on CONSULTANT team.
- CONSULTANT will prepare and assemble the Basis of Design Report.
- Standalone documents for the geotechnical PS&E reviews and the geotechnical Basis of Design Report sections will not be prepared.

Deliverables:

1. Redline and/or spreadsheet comments to the 30% plans.
2. Redline and/or spreadsheet comments to the 60% plans.
3. Geotechnical text for the Basis of Design Report (Word file).

Task 2.3 Site Visit and Stream Assessment

A site visit will be completed for the project site to document and photograph existing site conditions at each of the existing six (6) culverts and along the existing stream channel within the CITY-owned parcels. The CONSULTANT team will document the following design elements:

- Existing stream pebble counts at up to four (4) locations
- Up to six (6) bankfull width measurements
- A reference reach if present within the site visit limits
- Large woody material (LWM) presence
- Structures in the bed or channel that could be affected by culvert design and installation
- Pool-riffle spacing (if present)

Assumptions:

- Assumes one round of CITY and review-agency comments prior to the finalization of the Bankfull Width Memorandum.
- The CONSULTANT team will meet with regulators during a site visit for each site to receive concurrence on the bankfull width determination.
- The project bankfull width documentation will be included in a single Existing Conditions Memorandum.

Deliverables:

1. Existing Conditions Memorandum (draft and final).

Task 3 Permitting Support, Cultural Resources, And Environmental Review

To help guide permitting requirements and inform how design will influence the scope and scale of project permitting, the CONSULTANT team will prepare a Critical Area Report and Cultural Resources Report per project site.

This project is anticipated to require preparation and submittal of the permits outlined in Task 3.3 to comply with the federal, state, and local environmental regulations.

Task 3.1 Cultural Resources Review

CONSULTANT cultural resources specialists will provide cultural resource management services in accordance with applicable laws and regulations as defined Executive Order (EO) 21-02 or by Section 106 of the National Historic Preservation Act of 1966 (NHPA), as amended, and specifically the regulations governing cultural resources at 36 CFR Part 800.

For this Task Equinox Research and Consulting International Inc. (ERCI) will:

- Review site forms and reports of previous archaeology on file at the Department of Archaeology and Historic Preservation (DAHP) state database WISAARD
- Review other archaeological reports and related documents on file at the ERCI offices in Mount Vernon, Washington
- Review published information on the precontact, traditional Native American and historic land use in and around the project area
- Prepare a report to assist with compliance to either EO 21-02 or Section 106 of the NHPA

Assumptions:

- Project field work will be completed in one (1) day.
- No additional permits or plans will be required.
- The project will not require a cultural landscape evaluation.
- No Historic Property Inventory Forms are required for any historic buildings that will be affected by this project.
- Cultural Resources work to precede geotechnical borings and potholing.
- The CITY and Washington Department of Fish and Wildlife (WDFW) will provide review on the draft cultural resources assessment report in a single consolidated set of comments.
- CITY and WDFW's comments on the draft cultural resources assessment report will be minor in nature, requiring no more than 4 hours of effort to be completed by the CONSULTANT.

CITY Responsibilities:

- Review of deliverables
- Provide necessary rights of entry

Deliverables:

1. Cultural Resource Report, Draft and Final (PDF).

Task 3.2 FEMA Analysis and Documentation

CONSULTANT will review Federal Emergency Management Act (FEMA) Floodway documentation associated with project and provide analysis of proposed project improvements for applicability of no-rise floodway documentation. A single draft No-Rise Memorandum will be completed for the project culverts at Sites 1, 2 and 3. The floodplain analysis and potential FEMA conditional letter of map revision/letter of map revision (CLOMR/LOMR) for the stream restoration with the CITY-owned parcel will be initiated after 60% Design, once alignment and environmental permit approach has been confirmed. The effort with Phase 1 will include:

- Coordination with the County Floodplain Administrator
- Request of Effective Model and documentation from FEMA.
- Evaluation of proposed water surface elevations at culvert sites 1, 2 and 3. Including Draft No-Rise Memorandum.
- Evaluation of floodplain approach and permit needs for stream restoration, Site 4, through Alternatives Analysis and 60% Design.

Assumptions:

- Initial coordination with Floodplain Administrator will not require in person meetings.
- Cost for requested Effective Model and Documentation from FEMA will not Exceed \$600
- Assessment of no-rise conditions will be completed using the FEMA Effective HEC-RAS model.
- Culverts to be replaced will meet No-Rise, No-Impact Certification criteria from FEMA.
- The culverts in Site 1, 2 and 3 will be covered in one No-Rise Memorandum.
- Floodplain evaluation and documentation for preferred stream restoration area, Site 4, will be completed in Phase 2 with scope amendment.
- Hydraulic modeling will be provided under Task 6.2.

Deliverables:

1. Draft No-Rise Memorandum (Hydraulic Memo) for culverts areas (Sites 1, 2 and 3)
2. FEMA Effective Model and accessory documentation provided by FEMA

Task 3.3 Environmental Review and Permitting Support

The CONSULTANT's environmental lead will provide the following services:

General Assumptions for Task 3.3

- The CITY will secure all necessary right of entry to the study area properties.
- Wetland and stream field work is estimated to take three, 10-hour days.
- A study area map showing the extents of wetland and ordinary high water mark (OHWM) delineation will be provided by CONSULTANT and confirmed by the CITY in advance of field work, including any special requirements for property owner notification or scheduling and noting parcels for which access has been obtained. For those properties in the study area that do not have access, the boundaries of any potential wetlands will be approximately mapped by the CONSULTANT's biologist by observation from accessible properties, public rights-of-way, and aerial photographs.
- OHWM and wetland flags will be surveyed by others on the CONSULTANT team. After survey is complete, CAD files will be provided to the CONSULTANT's biologist for use in generating critical area's report figures.
- The CONSULTANT will prepare all plans and drawings required for permit applications and other submittals, including Joint Aquatic Resource Permit Application (JARPA)-format drawings, except those critical area's figures prepared by the CONSULTANT's biologist for inclusion in the critical areas report.
- The culvert modifications and potential channel enhancement or realignment will be permitted as a single project.
- The project will qualify for approval under the US Army Corp of Engineers (Corps) Nationwide Permit 27 and will be considered self-mitigating such that development of a supplemental mitigation plan is not required.
- The project will qualify for WDFW's Fish Habitat Enhancement Projects (FHEP) or Habitat Recovery Pilot Program (HRPP) streamlining pathways, such that State Environmental Policy Act (SEPA) and other non-federal-linked local permits/reviews are not required.
- The CONSULTANT will provide a draft hydraulic design report to be included with the JARPA submittal to the Corps and to be used to prepare the Aquatic Protection Permitting System (APPS) text which describes relevant, project-specific hydraulic information such as bankfull widths, minimum hydraulic openings, modeled stream velocities, and scour analysis for all replaced culverts and in-stream habitat structures.
- If a SEPA Checklist or other local environmental reviews or permits are required by the CITY, the CITY will prepare those documents and applications, using information provided by the CONSULTANT's biologist or others on the CONSULTANT team.
- All deliverables under Task 3.3 will be emailed to CONSULTANT for one round of review, revised, and then provided to the CITY for one round of review and revision.
- All draft documents will be provided in Word for easy review and editing using track changes and comment function; final deliverables will be provided in a print-ready PDF.
- Flood-related approvals from the CITY or FEMA will be pursued by others on the CONSULTANT team.

Task 3.3.1: Team Progress Meetings

- One CONSULTANT biologist/permit specialist will participate in bi-weekly, half-hour-long team meetings for the duration of this project. Agendas and meeting minutes will be prepared by others from the CONSULTANT team.

Task 3.3.2: Permit Matrix

- The CONSULTANT biologist shall develop and regularly update a Project Permit Matrix outlining all the required permits for the project, the regulatory agency, permit requirements, anticipated and actual submittal dates, and status of permit.

Deliverables:

1. Permit matrix (Word file)

Task 3.3.3: Wetland and OHWM Delineation

- The CONSULTANT's biologist will flag the OHWM of Salmon Creek on both banks, extending 100 feet upstream and downstream of each study area culvert and in the approximately one-third-mile potential restoration/realignment reach just downstream of 60th Street East following the methodologies described within the Corps Regulatory Guidance Letter No. 05-05 regarding OHWM identification and the Washington State Department of Ecology Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State (2016).
- The CONSULTANT's biologist will delineate up to five wetlands in the study area using methodologies defined within the Corps Wetland Delineation Manual and the Regional Supplement to the Corps Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0). Sumner's critical areas code requires delineation and rating of wetlands within the project parcels and those off-site wetlands whose buffers extend onto the affected parcels (e.g., wetland within 300 feet for the highest classification of wetland). Where access is not granted by those adjacent property owners, potential wetland boundaries and the rating will be approximated as outlined in the Assumptions section below. Wetlands will be rated using the Washington State Department of Ecology Wetland Rating System for Western Washington (2014).

Deliverables:

1. The CONSULTANT's biologist will provide a sketch of OHWM and wetland flagging, which will identify the location and number of the first and last OHWM delineation flags of Salmon Creek, the wetlands, and the data pits for use by the CONSULTANT team's surveyor

Task 3.3.4: Critical Areas Report

- The CONSULTANT's biologist will prepare a Draft Critical Areas Report that addresses wetlands, streams, and other wildlife habitat areas consistent with Division III of Title 16 of Sumner's Municipal Code. This report will describe existing conditions and relevant regulatory limitations, including buffers or other disturbance restrictions. Maps will be included showing wetland and stream

boundaries, buffers, FEMA-mapped floodplains/floodways, and any CITY-mapped geologic hazards. Geologic hazards will be addressed in greater detail in the Final Geotechnical Engineering Report prepared in Phase 2.

- The draft report will be used by the CONSULTANT team to help inform the design. The report will be finalized in conjunction with the 30% Design plans to include discussion of temporary and permanent impacts to streams, wetlands, and/or buffers, and to describe the anticipated net improvement in aquatic-resource functions overall resulting from culvert modifications, channel realignment, woody debris installation, and native revegetation.

Deliverables:

1. Draft and final critical areas reports

Task 3.3.5: JARPA (Corps permit application)

- The CONSULTANT's biologist will prepare the JARPA in pursuit of a Section 404 permit from the Corps. The JARPA, critical areas report (Task 3.3.3), and Environmental Species Act (ESA) documentation (Task 3.3.5) will be submitted to the Corps when the 60% Design plans are available, or sooner if the 30% Design set contains all of the Corps-critical elements. The CITY will obtain signatures as needed from any private property owners.

Deliverables:

1. Draft and final JARPA

Task 3.3.6: ESA Documentation

- In pursuit of ESA coverage under the National Marine Fisheries Service (NMFS) and US Fish and Wildlife Service (USFWS) programmatic for fish passage and restoration projects, the CONSULTANT's biologist will prepare a Specific Project Information Form (SPIF) to address USFWS species and complete the appropriate implementation forms to address NMFS species.

Deliverables:

1. Draft and final SPIF addressing USFWS species
2. Draft and final implementation forms addressing NMFS species

Task 3.3.7: CZM Consistency Determination Form

- The CONSULTANT's biologist will complete the Coastal Zone Management (CZM) consistency determination form.

Deliverables:

1. Draft and final CZM form

Task 3.3.8: WDFW APPS

- Depending on the timing of CITY qualification under the WDFW (FHEP or the more recent HRPP, the CONSULTANT's biologist will complete the appropriate application forms via WDFW's online APPS in pursuit of a Hydraulic Project Approval.

Deliverables:

1. Draft of APPS application text

Task 3.3.9: Permit-related agency/Tribe coordination support

- The CONSULTANT's biologist will participate in two early agency coordination events: a virtual pre-application meeting and an in-field meeting to review the project. The CONSULTANT's biologist and CONSULTANT will support the CITY in identifying appropriate parties (local, state, and/or federal review agencies and/or Tribes) for those two events and help to plan them.

Deliverables:

1. CONSULTANT will prepare presentation for pre-application meeting with agenda
2. CONSULTANT will prepare meeting notes

Task 4 Stakeholder Outreach Support

The CONSULTANT will provide as-needed assistance to the CITY for the stakeholder outreach process, including developing exhibits for property owner outreach.

Assumptions:

- The CITY will lead outreach effort.
- The CONSULTANT will not be needed for stakeholder meetings.
- Up to 15 hours have been budgeted for the CONSULTANT's involvement in this task.

CITY Responsibilities:

- Lead stakeholder outreach effort.

Deliverables:

1. Property outreach exhibits

Task 5 Grant Application Support

The CONSULTANT will provide as-needed assistance to the CITY for the funding research and grant application process.

Assumptions:

- The CITY will lead this effort with assistance from the CONSULTANT.
- Up to 15 hours have been budgeted for the CONSULTANT's involvement in this task.

Deliverables:

1. Assistance with funding research and grant application process.

Task 6 Alternatives Analysis and Preliminary Engineering

This task will focus on the alternatives analysis, selection of preferred alternative, and subsequent development of the preliminary (30% level) design.

Task 6.1 Utility Coordination

The CONSULTANT will identify existing utility within the project limits that may be impacted by construction based on survey basemap, one-call service report and outreach to local service providers.

Assumptions:

- Utility conflicts will be identified on the 30% and 60% Design Plans.
- Utility potholes will be completed after 60% Design, as necessary, through the Final Design contract amendment.

Deliverables:

1. Site Utility Summary (one copy, pdf)
2. Utility Conflict Exhibit (one copy, pdf)

CITY Responsibilities:

- Provide local utility contacts for outreach

Task 6.2 H&H Modeling

In addition to the existing flows, the year 2080 climate change impacted flow will be calculated using a simple factor as determined from the WDFW Culverts and Climate Change web application.

The results of the HSPF hydrologic analysis documented in the June, 2014, report by WEST Consultants, *Salmon Creek Hydrologic and Hydraulic Model Development* will be used as the source of design flows for this project. Flows included in the Report to be used for design are the 1.5-year, 25-year, and 100-year recurrence intervals.

A copy of the FEMA Effective HEC-RAS model developed for Salmon Creek and documented in the 2017 Effective Flood Insurance Study will be used to perform the existing and proposed hydraulic analysis for this project. The model will be supplemented with topographic survey data to reflect current conditions at each site. The hydraulic model will be run using a steady state analysis. The design flows discussed above will be incorporated into the hydraulic model and routed using a steady state analysis. . The hydraulic model will be updated as the design progresses (through 60% and Final Design) to capture the most current culvert and stream design. As part of this task, hydraulic model results will be used to perform the following:

- Streambed material sizing calculations
 - Modified Shields Approach (slopes < 5 percent).
- LWM quantity and volume calculations
 - Washington State Department of Transportation Log Metrics Calculator, version 3.
- LWM stability calculations
 - United States Forest Service Computational Design Tool for Evaluating the Stability of Large Wood Structures, version 1.2.
- Scour calculations: scour mechanisms to be assessed using the 100-year and 500-year flow events to include:
 - Contraction scour
 - Clear-water and live-bed methodology provided in US Federal Highway Administration (FHWA) Hydraulic Engineering Circular (HEC) 18: *Evaluating Scour at Bridges*
 - Abutment scour
 - NCHRP methodology provided in HEC 18

- Bend scour
 - Methodology provided in the Thorne equation
- Long-term aggradation and degradation
 - Methodology provided in HEC 20: *Stream Stability at Highway Structures*
 - Calculations to assume no upstream sediment source.

Assumptions:

- The design flows documented in the *Salmon Creek Hydrologic and Hydraulic Model Development* report will be used “as is” and the HSPF model will not be further calibrated, validated, or developed.
- LiDAR data will be used as needed to supplement the FEMA Effective hydraulic model.
- Based on the results of the alternatives analysis, a single proposed condition simulation will be created for each alternative selected.
- The Check Flood to be assessed in the scour calculations will be the projected 2080 100-year flow event, as the 500-year flow was not included in the *Salmon Creek Hydrologic and Hydraulic Model Development* report.
- Proposed LWM will be accounted for in a composite roughness coefficient, proposed wood placements will not be explicitly modeled.
- There will be a single round of CITY comments on the Draft Hydrologic and Hydraulic Model Documentation prior to finalization.
- All submittals will be made electronically. No hard copies will be provided.

CITY Responsibilities:

- Provide necessary data: available flow data, GIS layers for stormwater, creek lines, land use, and soils as available and needed to support the above tasks.
- Participation in coordination meetings, as necessary.
- Review of deliverables.

Deliverables:

1. Hydrologic and Hydraulic Model Documentation, one for all sites (Draft at 60%, electronic format)
2. Scour Calculations, in PDF and excel electronic format
3. LWM quantity and volume calculations, in PDF and excel electronic format
4. LWM stability calculations, in PDF and excel electronic format
5. Streambed material sizing calculations, in PDF and excel electronic format
6. Electronic files of the models

Task 6.3 Alternatives Analysis

The purpose of this task is to establish consensus on the design goals and critical components and permit approach that will be incorporated into the project design. The result of this task is the selection of a preferred alternative for each culvert and stream restoration extent. The alternative analysis will consist of a kick-off meeting, a field meeting to review project sites, and the develop of a Preliminary Design Report with alternative costs and recommendations.

- The CONSULTANT will work with the CITY to confirm and document the project goals and design criteria. For the appropriate alternatives to be developed, the CONSULTANT will perform the following:

- Kickoff meeting for the project team
- Site visit to assess existing conditions for each site (Task 2)
- Review/apply available stakeholder input
- The CONSULTANT will develop up to two (2) alternatives for the culvert sites and up to two (2) alternatives for stream restoration on CITY-owned parcels; Site 4.
- The CONSULTANT will present the alternative findings with planning-level cost estimates and recommendations in a Preliminary Design Report.

Assumptions:

- The Kickoff meeting will be a virtual event and last up to 1 hour.
- The analysis done during the CIP development will be incorporated into the alternatives discussion.
- New site survey is not anticipated to be available at the time of the alternatives design.
- All submittals will be made electronically. No hard copies will be provided.
- Alternative exhibits will be limited to stream alignment concepts.
- Structural engineering involvement for this task will be limited to review of concepts/plans and cost estimating.
- No proposed conditions hydraulic modeling will be completed for this task.
- Any CITY comments on the alternatives to be incorporated as part of the 30% Design development.
- The Preliminary Design Report will be a brief (2 to 3 page) documentation of the process, findings, and recommendation. Deliverables from this task will be included as attachments.
 - Assumes one submittal.

CITY Responsibilities:

- Attendance of meetings.
- Review of deliverables.
- Provide feedback on alternatives and recommendations.

Deliverables:

1. Planning Level Cost Estimates for each alternative
2. One stream plan of each proposed alternatives developed in Bluebeam
3. Preparation for and attendance of one (1) Kickoff Meeting; CONSULTANT will prepare the agenda and minutes for the meeting
4. Preliminary Design Report

Task 6.4 30% Design Plans and Estimate

For the preliminary design, the CONSULTANT will design the appropriate creek and storm systems based on the selected alternative. A cost estimate for the preliminary design will be developed by the CONSULTANT.

Assumptions:

- Relevant codes and current design standards will be followed including the City of Sumner stormwater regulations under SMC 13.48.
- The CONSULTANT drafting standards will be followed for the development of the plans.

- Review comments for the 30% submittal will be incorporated as part of the 60% Design development (Task 7).
- LWM details will not be included in this submittal.
- Conceptual planting schedule will be included in this submittal for review by the CITY.
- Restoration planting will be designated by general hatches rather than site planting layout.

Deliverables:

1. 30% Design- plans including
 - Cover sheet including a vicinity map and sheet index (1 sheet)
 - General Notes (1 sheet)
 - Legend and Abbreviations (1 sheet)
 - Culvert Plans and Profile, (4 sheet)
 - Stream Channel Plan (4 sheet)
 - Stream Channel Profile (4 sheet)
 - Restoration Plan (4 sheets)
2. 30% Design project cost estimates

Task 7 60% Design Documents

For this task, the CONSULTANT will develop the design package through 60% Design submittal. The design team will attend a 30% Comment Resolution meeting between CITY staff and up to four (4) CONSULTANT staff, lasting a maximum of one (1) hour.

Assumptions:

- All submittals will be made electronically. No hard copies will be provided.
- CITY will provide consolidated review comments, screened for duplicates and conflicting edits, to the CONSULTANT for the 30% Design submittal.
- Design will be completed in AutoCAD and follow CONSULTANT in-house CADD standards.
- Design will include no more than 100 linear feet of stream restoration and channel grading at culvert sites 1, 2 and 3 (i.e., 50 feet upstream and 50 feet downstream).
- Design will be completed in AutoCAD and follow CONSULTANT in-house CADD standards.
- The structural design scope will be limited to feasibility design and cost considerations at 60% Design.
- Soil design conditions onsite are typical/no liquefaction risks are encountered.
- Restoration planting will be designated by general hatches rather than site planting layout.
- Public access or educational signs will be evaluated with Phase 2 design for 90% Design submittal.
- Structural shoring and dewatering design not included (by Construction Contractor, as needed).
- Stormwater Pollution Prevention Plan will be compiled by Contractor per special provisions or included for submittal with Phase 2.

CITY Responsibilities:

- Attendance of meetings.
- Review of deliverables.

- CITY will provide consolidated review comments, screened for duplicates and conflicting edits, to the Consultant for the 60% and 90% Design submittals.

Deliverables:

1. Comment Resolution meeting (preparation and attendance)
2. 30% Comment Responses
3. 60% Design plans:
 - Cover sheet including a vicinity map and sheet index (1 sheet).
 - General Notes (1 sheet)
 - Legend and Abbreviations (1 sheet)
 - Survey Control Sheets
 - Up to (4) plan view sheets
 - Demolition, Temporary Bypass, and Temporary Erosion and Sediment Control (TESC) Sheets
 - Up to (8) plan view sheets
 - TESC and Temporary Bypass Details (1 sheet)
 - Culvert Plan and Profile (4 sheets)
 - Culvert Details (3 sheets)
 - Stream Channel Plan (4 sheets)
 - Stream Profile (4 sheets)
 - Stream Sections (1 sheet)
 - Stream Details (up to 2 sheets)
 - Restoration Plans (up to 8 sheets)
 - Restoration Details (1 sheet)
4. 60% Design project cost estimates
5. 60% Basis of Design Report
6. 60% Special Provisions

Task 8 Final Design Documents

The CONSULTANT will provide the construction management and closeout as part of Phase 2 through contract amendment.

Task 9 Construction Management and Closeout

The CONSULTANT will provide the construction management and closeout as part of Phase 2 through contract amendment.

EXHIBIT A-1

Salmon Creek Culverts_Fee_2022-09-02

Osborn Consulting, Inc. - City of Sumner
Salmon Creek Culverts

EXHIBIT A-1

Firm
Classification
Employee
Hourly Rate - 2022
Project Tasks
Task 1: Project Administration
Total Hours
Task 2: Data Gathering & Reconnaissance
Total Hours
Task 3: Permitting, Cultural Resources & Environmental Review
Total Hours
Task 4: Stakeholder Outreach Support
Total Hours
Task 5: Grant Application Support
Total Hours
Task 6: Alternatives Analysis & Preliminary Engineering
Total Hours
Task 7: 60% Design Documents
Total Hours
Task 8: Final Design Documents (Phase 2)
Total Hours
Task 9: Construction Management and Closeout (Phase 2)
Total Hours

7%
24%
22%
0%
1%
26%
20%
0%
0%

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

OSBORN CONSULTING, 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. 1637 - Acceptance of Local Records Grant from Washington State Archives

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. LRG Award Notification Letter
2. Resolution No. 1637 - Local Records Grant Acceptance

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

The Washington State Archives offers annual Local Records Grants. The funding can be utilized for upgrades to document storage. For years, the City's most important public records have been stored in bank boxes on the first floor of City Hall, or stored offsite with Iron Mountain at significant cost. The records kept in City Hall are not being stored properly to preserve their integrity, particularly due to the sink in that storage room. In addition, the cost of storing records off-site and paying a transfer fee each time we receive a records request for off-site records is increasing. The City applied for the Local Records Grant in the spring of 2022, and was awarded \$1,800 in August. The money will be used to properly outfit the upstairs storage closet in the admin department with appropriate shelving, folders, boxes, etc. Several of the most regularly-requested documents will be removed from off-site storage and kept in City Hall to keep costs down. These grant funds are hard to come by, and the City looks forward to utilizing them to upgrade our document storage and preservation.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel
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MEETING/STUDY SESSION DATE: 9/7/2022
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COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to approve Resolution 1637 accepting grant funds from the Washington State Archives and authorizing the Mayor to execute any and all agreements necessary to accept and utilize the grant funding.

== WASHINGTON SECRETARY OF STATE ==
Washington State Archives

August 29, 2022

Maria Parisot
City of Sumner,
1104 MAPLE ST
Sumner, WA 98390

Dear Maria,

Congratulations on your selection as one of the award recipients of the 2022-2023 Washington State Archives Local Records Grant Program. An overwhelming 101 applications were received this grant cycle, requesting a total of \$2,244,705.

Due to the volume of quality requests, we were not able to fully fund all of the worthy projects submitted, but the Archives Oversight Committee has recommended that your **Organizing the File Room** grant proposal receive up to **\$1,800**. I encourage you to continue working with Washington State Archives staff to answer any questions you may have regarding your project.

To accept your award, please e-mail recordsmanagement@sos.wa.gov or send a letter of acceptance to Heather Hirotaka, Washington State Archives, PO Box 40238, Olympia, WA, 98504-0238. Once your acceptance letter is received, you will be sent a Grant Agreement requiring your signature. **No funds may be promised or expended prior to receiving the executed grant agreement from my office.**

I am very pleased to award this grant to your agency and I look forward to the successful completion of your very worthwhile project.

Sincerely,



STEVE HOBBS
Secretary of State



HEATHER HIROTAKA
State Archivist

**RESOLUTION NO. 1637
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A LOCAL RECORDS GRANT FROM THE WASHINGTON STATE ARCHIVES.

WHEREAS, the City of Sumner applied for a Local Records Organizing the File Room Grant to purchase shelving, boxes, and folders to reorganize the file room for City records; and

WHEREAS, the Washington State Archives awarded the City a grant of \$1,800.00 towards the purchase of shelving, boxes, and folders;

WHEREAS, acceptance of the grant is conditioned upon the City purchasing the listed supplies and reorganizing the file room;

WHEREAS, the City intends to reorganize and move the records to a safer, dedicated space in City Hall. Accordingly, it is in the City's interests to accept the Local Records Organizing the File Room grant funds and enter into a Funding Agreement regarding the same;

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Local Records Organizing the File Room Grant and authorizes the Mayor to execute a Funding Agreement between the City of Sumner and the Washington State Archives, and any and all other documents necessary to carry out and effectuate the grant acceptance.

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 19th of September 2022.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

SUBJECT: Cultural Arts Commissioner Appointment (L. Johnson)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. L. Johnson Application

STAFF CONTACT: Lana Hoover, Community Engagement Specialist

SUMMARY BACKGROUND:

The Mayor is seeking the confirmation of LaTeefah Johnson to a 4-year term on the Cultural Arts Commission.

Ms. Johnson is currently serving on the Parks and Forestry Commission and brings her enthusiasm to the Cultural Arts Commission. She wants to assist in developing another aspect of the Commission focusing on cultural events and activities.

The Sumner Cultural Arts Commission consists of 15 members who are appointed by the Mayor and confirmed by the City Council. The members are to be selected without respect to political affiliations and serve without compensation.

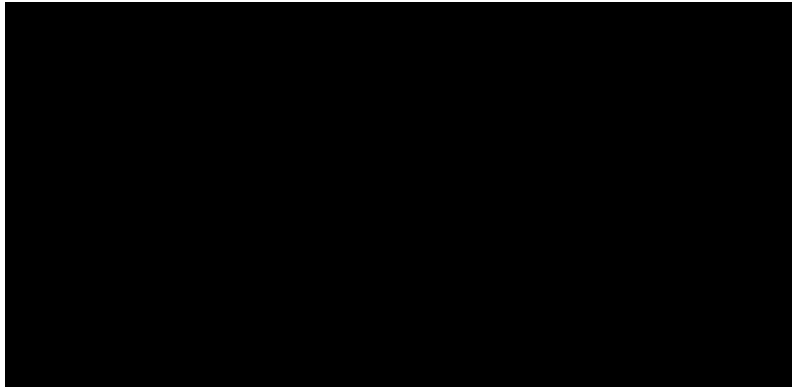
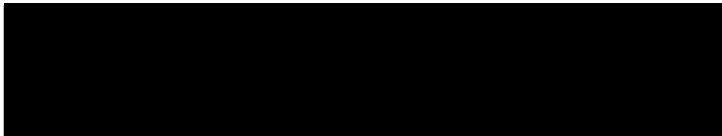
COUNCIL COMMITTEE/STUDY SESSION:
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MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve the Mayoral appointment of Ms. Johnson to the Cultural Arts Commission for a term ending in April of 2026.



From: Michelle Converse <MichelleC@sumnerwa.gov>
Sent: Monday, July 11, 2022 7:41 AM
To: Lana Hoover <Lanah@sumnerwa.gov>
Subject: FW: Anonymous User completed Commission Application

From: Sumner Connects <notifications@engagementhq.com>
Sent: Friday, July 8, 2022 6:18 AM
To: Michelle Converse <MichelleC@sumnerwa.gov>
Subject: Anonymous User completed Commission Application

*****EXTERNAL EMAIL*****

Anonymous User just submitted the survey Commission Application with the responses below.

I am interested in serving on the following:

Arts & Culture Commission

Name:

LaTeefah Johnson

Phone Number:



Email Address

[REDACTED]

Address:

[REDACTED] Sumner wa 98390

Occupation (if retired, please indicate former occupation or profession):

Advocator

Education:

DIPLOMA

Professional or community involvement:

Experiential marketing is the event world that I worked in for over 8 years, I also frequent many events as an attendee throughout washington state, and have been acts within the event as well.

Why are you interested in serving on this commission?

I want to see the culture commission actual have some culture at the events and activities created.

Have you previously served on a City of Sumner commission?

Yes

If yes, which one(s):

Parks

|

SUBJECT: Cultural Arts Commissioner Appointment (P. Johnson)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. P. Johnson Application
-

STAFF CONTACT: Lana Hoover, Community Engagement Specialist

SUMMARY BACKGROUND:

The Mayor is seeking the confirmation of her appointment of Paula Johnson to a 4-year term on the Cultural Arts Commission.

Ms. Johnson is newer to the area and is looking for a way to be involved within the community. It was suggested by Mayor Hayden to join the Cultural Arts Commission.

The Sumner Cultural Arts Commission consists of 15 members who are appointed by the Mayor and confirmed by the City Council. The members are to be selected without respect to political affiliations and serve without compensation.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve the Mayoral appointment of Ms. Johnson to the Cultural Arts Commission for a 4-year term of April 2026.



COMMISSION APPLICATION

Thank you for your interest in serving on a City of Sumner commission. We value the contributions that volunteers make in keeping Sumner a great place. This application will help us better understand your background. **Please fill out electronically or print clearly.**

I am interested in serving on the following:

☒ ARTS & CULTURE ☐ CIVIL SERVICE ☐ DESIGN ☐ LODGING TAX ☐ PARKS/FORESTRY ☐ PLANNING

Name: Paula Johnson

Contact Phone: [REDACTED]

Occupation (if retired, please indicate former occupation or profession):

Sales Manager

Education: _____

Professional and / or Community Involvement:

Seattle Executives

Why are you interested in serving on this commission? I moved to Sumner end of January 2021. To love the community and the Charm of the town and the Sweetness of the residence and shop owners's. To speak to

Kathy Hayden and told her I would like to
Have you previously served on a City commission? ☐ Yes ☒ No

If yes, which one(s): _____

Serve the Community and get to know the

Please note that all information on this form becomes public information when submitted.

Return completed form to City of Sumner, 1104 Maple Street, Sumner, WA 98390

OR email: michellec@sumnerwa.gov

People. She suggested the Arts & Culture Committee.

Thank you for your consideration.

most sincerely,

Paula Johnson

SUBJECT: Ordinance No. 2833 - Amending the 2021/2022 Biennial Budget

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: See Exhibit

Within Budget Allocation: Yes, as amended

ATTACHMENTS:

1. Ordinance No. 2833 - Budget Amendment

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Staff presents the third quarter 2022 amendment to the 2021-2022 Biennial Budget. This amendment provides for:

- General Fund: Programs \$5,000 for franchise agreement support. This expense is anticipated to be offset by administrative fees.
- Cemetery Fund: Procurement of a lowering device to replace failing equipment.
- Fleet Operations: Procurement of diagnostic equipment to improve efficiency and streamline repairs (funded by a transfer in from the General Fund).
- Fleet Replacement: Purchase of a 2022 Chevrolet Colorado pickup to accommodate staff and maximize supply chain availability.
- Staff Amendment: Based on a completed staffing study, add three (3) FTE for Engineering Support, allocated between the General, Water, Sewer, and Stormwater Funds.

Ord No. 2833	
BA 09/19/2022	
	<i>Revenues Expenditures</i>
General Fund	\$ - 124,331
Reserve Funds	- -
Special Revenue Funds	- -
Debt Service Funds	- -
Capital Funds	- -
Utility Funds	- 336,393
Other Enterprise Funds	- 11,000
Internal Service Funds	7,200 41,900
Fiduciary Funds	- -
	\$ 7,200 \$ 513,624

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee
MEETING/STUDY SESSION DATE: 9/7/2022
COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to approve Ordinance No.2833 amending the 2021/2022 Biennial Budget.

ORDINANCE NO. 2833
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, ORDINANCE 2818, APPROVED APRIL 4, 2022, ORDINANCE 2820, APPROVED JUNE 21, 2022, and ORDINANCE 2831, APPROVED AUGUST 1, 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, The Sumner City Council approved Ordinance No. 2820 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2831 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 19th day of September 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

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

	Beginning Fund Balance		Revenues		Expenditures			Ending Fund Balance
Funds	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>09/19/22</i>	<i>Adopted</i>	<i>Previous</i>	<i>09/19/22</i>	<i>Revised</i>
001 General	\$ 5,978,542	\$ 31,643,467	\$ 624,370	\$ -	\$ 31,919,065	1,669,504	\$ 124,331	\$ 4,533,479
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	-	-	3,710,676	-	-	3,526,000	-	184,676
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	4,010,700	-	7,679,245	2,711,700	-	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	1,025,000	-	15,719,366	2,703,290	112,131	7,072,803
402 Wastewater	20,996,349	15,706,582	591,050	-	18,404,296	2,983,246	224,262	15,682,176
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	11,000	12,138
415 Cemetery Development	-	-	160,000	-	-	155,000	-	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	-	7,200	1,251,660	690	7,200	5,575
551 Information Technology	273,009	2,385,042	169,930	-	2,385,040	164,396	-	278,545
555 Equipment Reserve	1,013,749	1,297,245	315,000	-	790,000	373,000	34,700	1,428,294
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	\$ 13,174,910	\$ 7,200	\$ 124,473,699	\$ 20,921,217	\$ 513,624	\$ 64,952,442

SUBJECT: Ordinance No. 2834 - Amending the 2021-2022 Biennial Budget (ARPA)

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: \$55,000

Within Budget Allocation: Yes, as amended

ATTACHMENTS:

1. Ordinance 2834 - ARPA Funding

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The Governor's emergency proclamation regarding the COVID 19 pandemic placed a moratorium on utility disconnects. That moratorium expired September 30, 2021, which then allowed the City to begin disconnecting utility customers for the first time in 19 months. Sumner chose to delay disconnections until February 2022, allowing customers to get their accounts current, enter into payment plans and seek assistance from community resources.

Customers were directed to Pierce County, who had dedicated some of their ARPA funding to provide utility assistance. Now six months later, with rising inflation, we are still working with several accounts who are struggling to keep their payment plans current. We were recently informed that the County has closed its window for new applicants and is currently reviewing applications applied for in December.

Staff has reviewed current and historical Utility Payment Plan information and is choosing to use a portion of the City's unallocated ARPA balance to fill the assistance gap left by the County.

COUNCIL COMMITTEE/STUDY SESSION: ARPA Committee

MEETING/STUDY SESSION DATE: 9/7/2022

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance No. 2834 - Amending the 2021/2022 Biennial Budget allowing \$55,000 to be used to assist utility residents with delinquent accounts due to the COVID-19 pandemic.

ORDINANCE NO. 2834
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, ORDINANCE 2818, APPROVED APRIL 4, 2022, ORDINANCE 2820, APPROVED JUNE 21, 2022, ORDINANCE 2831, APPROVED AUGUST 1, 2022, AND ORDINANCE 2833, APPROVED SEPTEMBER 19, 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, The Sumner City Council approved Ordinance No. 2820 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2831 which amended the 2021-2022 biennial budget for fiscal years 2021-2022; and

WHEREAS, The Sumner City Council approved Ordinance No. 2833 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 19th day of September 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

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

Funds	Beginning Fund Balance		Revenues		Expenditures			Ending Fund Balance
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>09/19/22</i>	<i>Adopted</i>	<i>Previous</i>	<i>09/19/22</i>	<i>Revised</i>
001 General	\$ 5,978,542	\$ 31,643,467	\$ 624,370	\$ -	\$ 31,919,065	1,793,835	\$ -	\$ 4,533,479
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	-	-	3,710,676	-	-	3,526,000	55,000	129,676
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	4,010,700	-	7,679,245	2,711,700	-	1,155,481
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402 Wastewater	20,996,349	15,706,582	591,050	-	18,404,296	3,207,508	-	15,682,176
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	13,260	-	12,138
415 Cemetery Development	-	-	160,000	-	-	155,000	-	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	7,200	-	1,251,660	7,890	-	5,575
551 Information Technology	273,009	2,385,042	169,930	-	2,385,040	164,396	-	278,545
555 Equipment Reserve	1,013,749	1,297,245	315,000	-	790,000	407,700	-	1,428,294
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	\$ 13,182,110	\$ -	\$ 124,473,699	\$ 21,434,841	\$ 55,000	\$ 64,897,442

SUBJECT: Resolution No. 1638 - Utility Bill Assistance Program

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: \$55,000

Within Budget Allocation: Yes, as amended

ATTACHMENTS:

1. Resolution No. 1638 - Utility Bill Assistance Program

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

With the end of the Governor's moratorium on utility disconnections, the City of Sumner established a Utility Customer Support Policy to help those utility customers dealing with financial impacts brought on by the COVID-19 pandemic. Fifty-Six accounts established payment plans which allowed them to pay off their outstanding balances over a 12-month period. Customers were then directed to the Pierce County rental and utility assistance program for potential support. The county's program has recently closed to new applicants, leaving an assistance void for those customers still having difficulty paying their balances. The City has established a Utility Customer Assistance Program to provide financial support using ARPA funds to pay outstanding balances on utility accounts with established COVID-19 Payment Plans.

COUNCIL COMMITTEE/STUDY SESSION: Finance Committee

MEETING/STUDY SESSION DATE: 9/7/2022

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Resolution No. 1638 - establishing a Utility Customer Assistance Program in order to provide financial support by using ARPA funds to pay outstanding balances on utility accounts with established COVID-19 Payment Plans.

**RESOLUTION NO. 1638
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, ESTABLISHING THE UTILITY BILL ASSISTANCE PROGRAM**

WHEREAS, the City established a Customer Support Policy to assist those utility customers negatively impacted by the COVID-19 pandemic; and

WHEREAS, 56 accounts established COVID-19 Payment Plans; and

WHEREAS, the City Council desires to allocate American Rescue Plan Act (ARPA) funds to provide financial support to those utility customers with COVID-19 Payment Plans through the creation of the Utility Bill Assistance Program.

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

Section 1. Utility Bill Assistance Program. That the Sumner City Council adopts the Utility Bill Assistance Program, attached hereto as Exhibit A and adopted by reference.

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 become effective immediately upon adoption.

ADOPTED AND APPROVED this 19th day of September 2022.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

CITY OF SUMNER UTILITY CUSTOMER ASSISTANCE POLICY
Approved: RESOLUTION NO. 1638

1.0 PURPOSE AND OBJECTIVE

This ARPA Customer Assistance Policy establishes a framework to provide funding for Sumner Utility account customers with approved COVID-19 Payment Plans.

The COVID-19 pandemic had a wide range of economic implications to our community, which created challenges for some of our customers to keep their utility accounts current. It has always been the City's philosophy to try and work with our utility customers prior to service disconnection.

The City previously adopted a Utility Customer Support Policy that would allow an extended payment arrangement of up to 12 months provided the guidelines below were followed:

- Sign an attestation correlating their unpaid balance with impact brought on by the COVID-19 Pandemic;
- Kept current on future charges; and
- Tenants would need to receive landlord permission;

In total, 56 accounts established Payment Plans with the City. After nearly 6 months into the repayment process, many of these customers are still struggling to keep their accounts paid.

2.0 NEED FOR ASSISTANCE

The city initially directed our utility customers to community resources to get assistance with their past due balances. Other governmental agencies had set aside funding and had the social service infrastructure needed to handle the workload.

The Pierce County rental and utility assistance program recently closed to new applicants. They are working on processing applications received prior to December 20, 2021. There is no timeline as to when applications received after that date might be processed. Since the program's inception, Sumner has received just one payment.

The Washington State Department of Commerce is currently in the information gathering process of creating an assistance program. The timing and scope of their program is currently unknown. The potential income thresholds for plan participants will likely be a barrier.

3.0 CUSTOMER ASSISTANCE PROGRAM

This as a onetime program that is only applicable to the 56 utility accounts that have established COVID-19 payments plans with the CITY.

3.1 PAYMENT AWARDS

Assistance grants will be awarded on September 30, 2022 and will pay all remaining Payment Plans in full. All eligible accounts will receive an award of no less than \$250. Any credit balances that result after payment awards have been made will be transferred to the account owner's general utility account. Rebates or refunds will not be allowed.

3.2 RECONNECTION OF SERVICES

Once payment awards have been distributed, any utility account that is no longer past due shall have its services restored. Payment Plan customers shall fall under penalty guidelines established in SMC 13.08.0606.

SEPTEMBER 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3
			6:00PM Planning Commission (Hybrid/Chambers)		
5	6	7	8	9	10
HOLIDAY OBSERVED CITY HALL CLOSED	4:00 PM Public Works Committee (Hybrid/FF Conf Room) 6:00PM Regular Council Meeting (Hybrid/Chambers)	5:30PM Finance Committee (Hybrid/FF Conf Room)	4:30PM Forestry/Parks Commission (Hybrid/FF Conf Room)		
12	13	14	15	16	17
6:00PM Study Session (Hybrid/Chambers)		5:30 PM American Rescue Plan Comm. (Hybrid/FF Conf Room) 6:30PM - Cancelled Design Commission (Hybrid/Chambers)			
19	20	21	22	23	24
6:00PM Regular Council Meeting (Hybrid/Chambers) 6:15PM Special Study Session (Hybrid/Chambers)		5:30PM Public Safety Committee (Hybrid/FF Conf Room)	5:30PM Cultural Arts Commission (Hybrid/FF Conf Room)		
26	27	28	29	30	30
6:00PM Study Session (Hybrid/Chambers)		5:00PM CD Committee (Hybrid/FF Conf Room)	5:30PM (DATE CHANGE) Cultural Arts Commission (Hybrid/FF Conf Room)		

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

City of Sumner | 1104 Maple Street | Sumner, Washington 98390
Ph: (253) 299-5500
Website: www.sumnerwa.gov

October 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1
3	4	5	6	7	8
6:00PM Regular Council Meeting (Hybrid/Chambers) 6:15PM Special Study Session (Hybrid/Chambers)	4:00 PM Public Works Committee (Hybrid/FF Conf Room)	5:30PM Finance Committee (Hybrid/FF Conf Room)	6:00PM Planning Commission (Hybrid/Chambers)		
10	11	12	13	14	15
6:00PM Study Session (Hybrid/Chambers)		6:00 PM American Rescue Plan Comm. (Hybrid/FF Conf Room) 6:30PM Design Commission (Hybrid/Chambers)	4:30PM Forestry/Parks Commission (Hybrid/FF Conf Room)		
17	18	19	20	21	22
6:00PM Regular Council Meeting (Hybrid/Chambers) 6:15PM Special Study Session (Hybrid/Chambers)		5:30PM Public Safety Committee (Hybrid/FF Conf Room)			
24	25	26	27	28	29
6:00PM Study Session (Hybrid/Chambers)		5:00PM CD Committee (Hybrid/FF Conf Room)	5:30PM Cultural Arts Commission (Hybrid/FF Conf Room)		
31					

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.

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