



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

Staff Liaison: Mike Dahlem, Michael Kosa, Andrew Leach, Alisa O'Haver-Ayala, Robert Wright, Andria Swann, Courtney Littrell, Drew McCarty, Gursimran Singh, Kelsey White

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

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

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

Meeting ID: 871 0196 4344

CALL TO ORDER

COMMITTEE BUSINESS

1. Resolution No. 1651: Setting Public Hearing for 24th St. E. Partial Right-of-Way Vacation
2. Resolution No. 1652: Floodplains By Design - Grant Acceptance
3. 24th Street and 142nd Intersection Stormwater Treatment - Construction Contract Award
4. Resolution No. 1650: Pierce County Grant Acceptance - Ryan House Rehabilitation
5. Ryan House Historic Rehabilitation - Consultant Agreement
6. WWTF Access Platform & Piping Modifications - Construction Contract Award
7. Resolution No. 1648: TIB Grant Acceptance - Elm Street Sidewalk
8. Resolution No. 1649: TIB Grant Acceptance - Stewart Road Bridge Replacement
9. Stewart Road Bridge PSE Construction Agreement
10. Biosolids Equipment Modernization Project - Design Supplement

REPORTS

1. Project Management Report

ADJOURNMENT

SUBJECT: Resolution No. 1651: Setting Public Hearing for 24th St. E. Partial Right-of-Way Vacation

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1651- Setting Public Hearing for 24th St. E. Partial Right-of-Way Vacation

STAFF CONTACT: Maili Barber, Deputy City Attorney

SUMMARY BACKGROUND:

This is a resolution declaring the intent of the City Council to fix the time and place for a public hearing to discuss vacating a portion of the public right of way on 24th street east, in the City of Sumner, Washington. The right of way is known as 24th St. E. with the eastern boundary being the western boundary of Burlington Northern Santa Fe Railway (BNSF) property and the western boundary being 200' due west of the BNSF right of way.

The right of way is anticipated to be conveyed to BNSF for development into their proposed staging tracks, and upon vacation, the portion of the road would be equally absorbed by the City-owned parcel(s) to the north and south of the roadway. The City has no further need or use of this portion of the right of way, and the highest and best use of this portion would be a use in support of and in conjunction with the use for BNSF development. Additionally, there are City and private utilities underneath the public right of way, for which the City will reserve an easement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/7/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1651, to set a time for a public hearing related to vacation of the portion of the right of way on the 24th street east between the BNSF rail line and 200 feet west, with reservation of an easement for current City utilities, and authorizing the Mayor to execute the same in a form as approved by the City Attorney.

RESOLUTION NO. 1651

CITY OF SUMNER, WASHINGTON

A RESOLUTION declaring the intent of the City Council to fix the time and place for a public hearing to discuss vacating a portion of the public right of way on 24th street east, in the City of Sumner, Washington, as more particularly set forth herein.

WHEREAS, this is a Council-initiated effort to discuss the potential vacation of a portion of the public right of way described above; and

WHEREAS, the right of way is known as 24th St. E. with the eastern boundary being the western boundary of Burlington Northern Santa Fe Railway, herein referred to as “BNSF,” property and the western boundary being 200’ due west of the BNSF right of way; and

WHEREAS, the right of way is anticipated to be conveyed to BNSF for development into their proposed staging tracks, and upon vacation, the portion of the road would be equally absorbed by the City-owned parcel(s) to the north and south of the roadway; and

WHEREAS, there are City and private utilities underneath the public right of way, for which the City will reserve an easement; and

WHEREAS, the City has no further need or use of the Right of Way, and the highest and best use of this right of way would be a use in support of and in conjunction with the use for BNSF development; and

WHEREAS, pursuant to RCW 35.79.030, the City Council now desires to set a time for a public hearing related to vacation of the portion of the right of way on the 24th street east between the BNSF rail line and 200 feet west, with reservation of an easement for current City utilities;

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

Section 1. Intent to Vacate a Portion of the Public Right of Way. That it is the intent of the City Council to consider vacating a portion of the public right of way on 24th street east, and as depicted on the attached Exhibit A, which is attached hereto and made part hereof.

Section 2. Public Hearing Date/Time and Notice. That during the regular council meeting on March 20, 2023 at the hour of 6:00 p.m., at the City Hall, 1104 Maple Street, Sumner, Washington, is the time and place set for the public hearing regarding the above-described vacation, and that the City Clerk is hereby directed to post notices setting forth the time and place of said hearing as required by RCW 35.79.020.

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including the correction of clerical errors; ordinance, section, or subsection numbering;

or references to other local, state, or federal laws, codes, rules, or regulations.

Section 4. Effective Date. This resolution shall become effective immediately upon adoption.

ADOPTED AND APPROVED this 20th day of February 2023.

Kathy Hayden, Mayor

Attest:

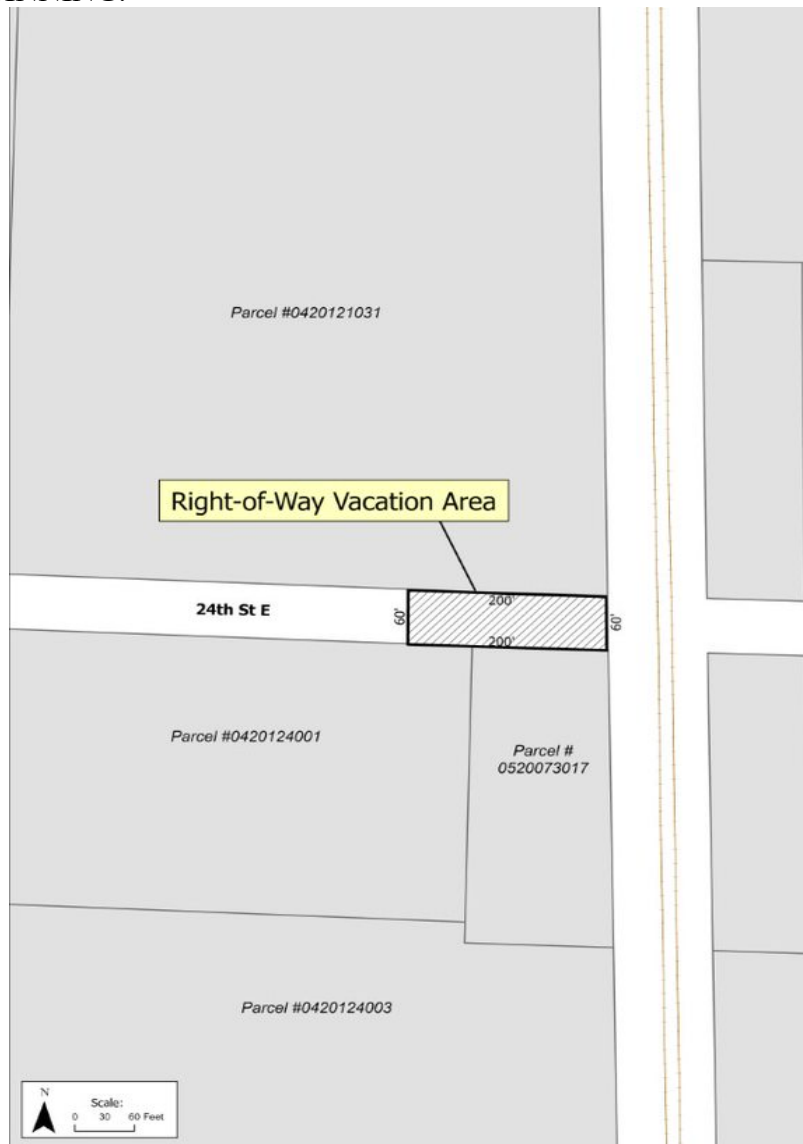
Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

EXHIBIT A
RIGHT OF WAY LEGAL DESCRIPTIONS AND DEPICTIONS

LOCATED IN THE EAST HALF OF SECTION 12 AND THE WEST HALF OF SECTION 7, TOWNSHIP 20 RANGE 05 EAST OF THE WILLAETTE MERIDIAN, BEGINNING AT THE INTERESECTION OF THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET EAST AND THE WEST RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, THENCE WESTERLY ALONG THE SAID NORTH RIGHT-OF-WAY LINE TO A LINE 200.00 FEET WEST OF AND PARALLEL WITH THE SAID WEST RIGHT-OF-WAY LINE, THENCE SOUTHERLY ALONG A LINE A LINE 200.00-FEET WEST OF AND PARALLEL WITH THE SAID WEST RIGHT-OF-WAY LINE 60.00 FEET TO THE SOUTH RIGHT-OF WAY LINE OF 24TH STREET EAST, THENCE EASTERLY ALONG THE SAID SOUTH RIGHT-OF-WAY LINE 200.00 FEET TO THE SAID WEST RIGHT-OF-WAY LINE, THENCE NORTHERLY ALONG THE SAID WEST RIGHT-OF WAY LINE TO THE POINT OF BEGINNING.



SUBJECT: Resolution No. 1652: Floodplains By Design - Grant Acceptance

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1652: Floodplains By Design - Grant Acceptance
2. Subrecipient Agreement

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist, Mike Dahlem, Public Works Director

SUMMARY BACKGROUND:

The City has received \$1,500,000 towards the construction of the 24th Street Utility Relocation project (CIP 18-03). This grant is a subrecipient agreement with Pierce County, who is the lead applicant for the regional Floodplains by Design grant program. The funds will help offset the stormwater, water, and sewer utilities who have budgeted funds for the relocation. This agreement was mistakenly signed 1/20/2023 before the City Council accepted the funds.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 2/7/2023 COMMITTEE RECOMMENDATION: Do Pass
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STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: 1652; approving the acceptance of \$1,500,000 in grant funds from Pierce County for use in the 24th Street Utility Relocation project (CIP 18-03), and ratifying previous actions by the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

RESOLUTION NO. 1652

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM THE STATE DEPARTMENT OF ECOLOGY**

WHEREAS, to help accomplish and fund the White River Restoration Project and 24th Street Utility Relocation Project, Pierce County applied for Floodplains by Design; and

WHEREAS, Pierce County received funding on July 1st 2019; and

WHEREAS, Pierce County is passing through the grant funding to the City; and

WHEREAS, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

WHEREAS, it is in the City's interests to accept the grant funds and enter into any necessary grant agreements 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 Floodplains by Design grant and authorizes the Mayor to execute any necessary funding agreements, and any and all 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.

Section 3. Effective Date. This resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this _____.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

SUBRECIPIENT AGREEMENT SC-109706

PIERCE COUNTY PLANNING AND PUBLIC WORKS

This contractual subrecipient agreement, referred to as this "Agreement", is comprised of these General Terms and Conditions, any attached Exhibits, and subsequent Amendments. The Agreement is a contract between **PIERCE COUNTY**, subsequently referred to as the "County", and CITY OF SUMNER, subsequently referred to as the "Subrecipient". The Subrecipient agrees to the terms and conditions set forth in this Agreement, including the Exhibits listed below.

Exhibit A Scope of Work

Exhibit B Compensation and Financial Requirements

Exhibit C Applicable Definitions

Exhibit D Right of Entry

1. GENERAL INFORMATION

Subrecipient Name: City of Sumner

Subrecipient Contact Information: Robby Wright, City of Sumner,
robertw@sumnerwa.gov

Subrecipient Unique Identifier: 91-6001282 UBI: 277-000-014

Federally Funded: No

Award Identification Number: SEAFBD-2019-PiCoPW-00059

Pass-through Entity Subaward Number: SC-109706

State Award Date: 07/01/2019

Subaward Period of Performance: November 1, 2022, through June 15, 2023

Funds Available to Subrecipient: \$1,500,000.00

Award Project Description: Floodplains for the Future – Puyallup, White & Carbon Rivers
(Round 4 – 2019-2021)

Name of Primary Awarding Agency: Washington State Department of Ecology
AWD-100678

Name of First Pass Through Entity: Pierce County

Contact Information for Pierce County: Tina Basil, Contract and Monitoring Manager,
pcpwcontractservices@piercecountywa.gov

Research and Development?: No

2. PERIOD OF PERFORMANCE

The period of performance for this Agreement begins November 01, 2022 and ends June 15, 2023. The County reserves the right to extend this Agreement for additional periods. The decision to extend this Agreement is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Subrecipient during the period specified in this Agreement. Notification of intent to

contract for additional periods with the Subrecipient will occur prior to the expiration of this Agreement.

3. **CONSIDERATION**

The maximum consideration for this Agreement shall not exceed the amount on Page 1, Section 1; Funds Available to Subrecipient unless modified as per Section 5. Amendments.

4. **FUTURE NON-ALLOCATION OF FUNDS**

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

5. **AMENDMENTS**

This agreement may be changed or modified only by written amendment and further signed by the parties hereto, subject to the policies and approvals of the County and the awarding agency.

6. **INSURANCE**

- A. The Subrecipient must provide a commercial general liability insurance policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Subrecipient is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- B. In the event that services delivered pursuant to this agreement involve the use of vehicles, either owned or unowned by the Subrecipient, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.
- C. The insurance required shall be issued by an insurance company/ies authorized to do business within Washington State.
- D. Upon request, the Subrecipient shall submit to the County a certificate of insurance which outlines the coverage and limits defined above. If a certificate of insurance is requested, the Subrecipient shall submit renewal certificates as appropriate during the term of the contract.

7. **DEFEND, HOLD HARMLESS AND INDEMNIFY**

- A. The Subrecipient, and its officers, agents, employees, subcontractors, and/or consultants, agree to defend, indemnify and save harmless Pierce County and its appointed and elective officers and employees, from and against all loss or

expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, and its elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Subrecipient, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the County, or its appointed or elected officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, or its appointed or elected officials or employees.

- B. The preceding paragraph is valid and enforceable only to the extent of the Subrecipient's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from,
- improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Subrecipient or the Subrecipient's agents or employees.
- C. With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Subrecipient expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Subrecipient. This waiver is mutually negotiated by the parties to this Agreement.
- D. In addition to any other remedy authorized by law, the County may retain so much of the money otherwise due the Subrecipient as deemed necessary by the County to ensure indemnification until disposition has been made of such suits or claims subject to the provisions of this section.
- E. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
- F. Capital Projects
1. The Subrecipient shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items arising during construction of the project.
 2. The Subrecipient shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters which may occur as a result of construction operations.

3. The Subrecipient shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

8. **NON-DISCRIMINATION IN EMPLOYMENT SERVICES**

- A. During the performance of this Agreement, the Subrecipient shall comply with federal, state, and local laws including, but not limited to:
 1. Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d and e], the Civil Rights Act of 1991 [42 U.S.C. 1981],
 2. The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 *et seq.*],
 3. Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 621],
 4. The Age Discrimination Act of 1975 [42 U.S.C. 6102],
 5. The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011],
 6. Any relevant Executive Order (E.O.) issued by the President of the United States,
 7. The Washington State Law Against Discrimination [Chapter 49.60 RCW], and
 8. Any related provisions of the Washington Administrative Code (WAC) and Revised Code of Washington (RCW), or any subsequent amendments to these provisions.
- B. Requirements of the County's Non-discrimination Plan are incorporated by reference to this Agreement and include but are not limited to paragraphs listed below.
- C. The Subrecipient shall not discriminate against any employee or applicant for employment, nor conduct any unlawful employment practices because of race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person. This requirement does not apply, however, to a religious corporation, association, or educational institution with respect to the employment of individuals of a particular religion to perform work connected with the operation of such corporation, association, or educational institution, in pursuit of its activities.
- D. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the

presence of any sensory, mental, or physical disability, genetic information, or the use of a trained guide dog or service animal by a disabled person. For newspaper advertisements, the Subrecipient may state that the Subrecipient is an Equal Opportunity Employer, instead of using the longer qualification.

- E. The Subrecipient will not, on the basis of race, color, religion, creed, national origin, sex, age, disability, sexual orientation, marital status, or veteran status:
1. Deny an eligible individual any services or other benefits provided under this Agreement or any subcontracts awarded pursuant to this Agreement;
 2. Provide any services or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Agreement or any subcontracts awarded pursuant to this Agreement;
 3. Subject an individual to unlawful segregation or separate treatment, or unlawful discriminatory treatment in any manner related to the receipt of any services and/or the use of the Subrecipient's facilities, or other benefits provided under this Agreement; nor
 4. Deny any individual an opportunity to participate in any service provided by this Agreement or afford an opportunity to do so which is different from that afforded others under this Agreement. In determining: (i) the types of service or the benefits to be provided; (ii) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or (iii) the class of individuals to be afforded an opportunity to participate in any service or other benefits; the Subrecipient will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person.
- F. As required by Title III of the ADA regarding places of public accommodation, the Subrecipient will ensure equal opportunity for individuals with disabilities to receive services. The Subrecipient will make reasonable modifications to policies, practices, and procedures that deny equal access to individuals with disabilities.

9. **RELIGIOUS ACTIVITIES**

In accordance with the First Amendment of the United States Constitution and with Article 1, Section 11 of the Washington State Constitution, as a general rule, funds received under this Agreement may not be used for religious activities. The following restrictions and limitations apply to the use of funds provided by Pierce County under this Agreement:

- A. The Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the services funded under this Agreement;
- B. The Subrecipient may engage in inherently religious activities, but such activities must be separated in time or place from the services provided to beneficiaries

under this Agreement and participation in such activities by individuals to receive services under this Agreement must be voluntary.

In performing under this Agreement, the Subrecipient shall not discriminate against an individual beneficiary or a prospective beneficiary of services under this Agreement on the basis of religion or religious belief.

10. DRUG-FREE WORKPLACE

The Subrecipient shall maintain a written drug-free workplace policy, notifying employees that the possession or use of a controlled substance is prohibited in the workplace, and specifying the actions which will be taken against employees for any violation of the policy. The policy shall be developed and prominently posted as soon as practically possible, but no later than sixty (60) calendar days after the effective date of this Agreement.

11. PAYMENT OF TAXES

As a condition of performance of this Agreement, the Subrecipient shall pay all federal, state, and local taxes incurred by the Subrecipient and shall require their payment by any subcontractor or any other person in the performance of this Agreement. Satisfactory performance of this section is a condition precedent to payment by the County under this Agreement.

12. RELATIONSHIP, ASSIGNABILITY, AND SEVERABILITY

The Subrecipient, its employees, agents, consultants, or subcontractors performing work under this Agreement are independent Subrecipients and are not employees or agents of the County in any manner whatsoever. The Subrecipient, its employees, agents, consultants, or subcontractors will not hold itself out as, nor claim to be, an officer or employee of the County for any reason, and will not make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the County including, but not limited to Worker's Compensation coverage, Unemployment Insurance, Social Security, retirement membership or credit, health care, or vacation or sick leave benefits.

The performance of all or part of this Agreement by the Subrecipient shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Subrecipient or any employee of the Subrecipient or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any person without prior written approval by the County. If any provision of this Agreement, or portion thereof, is found to be invalid, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable federal, state, and local laws and regulations.

13. AUDITS

The Subrecipient shall submit to the County's fiscal representative an independent audit engagement letter and other reports as follows:

- A. Subrecipients that are required to have a single audit (formerly known as A-133 audit), must provide a copy of the independent auditor engagement letter to the County when requested.
- B. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance must also be included in the audit.
- C. When the Subrecipient is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Subrecipient.
- D. The Subrecipient shall include the above audit requirements in any subcontracts.
- E. Inform the County's fiscal representative in advance of the date and time of the independent auditor's exit interview with the Subrecipient so that a County representative can be present if the County so desires.
- F. Submit the independent Certified Public Accountant (CPA's) auditor's financial statement report, the audit report and the management letter ("collectively referred to as "reports") to the County within thirty (30) calendar days following the issuance of such reports.
- G. Provide comments on any findings and recommendations in the reports, including a plan for corrective action for any findings.
- H. The working papers of the reports must be available to the County.

In the event the Subrecipient's independent auditor does not provide the assurances necessary to satisfy state audit requirements, the County retains the right to request a full audit and the Subrecipient will be responsible for any and all costs incurred in order to provide the required audit and assurances.

The reports will be submitted to the County's fiscal representative annually if the Subrecipient receives an annual audit due to requirements other than stated in this Agreement.

14. **RECORDS AND REPORTS**

- A. The Subrecipient shall retain all books, records, documents, reports, and other data relevant to this Agreement, for a minimum of six (6) years after expiration or termination of this Agreement, unless longer and otherwise provided or required by law. If any audit, claim, litigation, or other legal action involving the records is started before applicable retention dates expire, the records shall be maintained until completion and resolution of all issues arising therefrom or until the end of applicable retention dates, whichever is later.

The Subrecipient shall maintain records and files for this project containing the following items:

- 1. Motions, resolutions, or minutes documenting Board or Council actions.

2. A copy of this Scope and the County's notice to proceed on this project.
 3. Correspondence regarding budget revision requests.
 4. Copies of all invoices and reports submitted to the County for this project.
 5. Copies of approved invoices and warrants.
 6. Records documenting that those costs reimbursed with funding provided under this Scope are allowable in accordance with applicable state or federal funding requirements. Such records include, but are not limited to:
 - a. Personnel costs, payroll time sheets for actual salary and fringe benefit costs. Time sheets must be approved by a supervisor and must document percent of

time charged against this project. Direct salaries and wages of employees chargeable to more than one grant program or other cost objective(s) must be supported by time distribution records.
 - b. Staff travel, documentation of mileage charges for private auto use must include: the destination and starting location, and purpose of trip.
 - c. Copy machine use, postage, telephone use, and office supplies when these costs are shared with other programs and no invoice is available, log sheets or annotated invoices.
 7. Documentation of the solicitation process used to select vendors and subcontractors with original purchase orders and subcontracts when such process is required.
 8. Documentation required by this Agreement if any funds provided under this Agreement are used to acquire equipment.
- B. An adequate audit trail shall be maintained. All transactions are to be clearly documented. The documentation is to be readily available for examination.
- C. The Subrecipient shall clearly separate allowable costs from unallowable costs.
- D. The Subrecipient shall maintain written policy and procedural manuals for all services, information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staff changes or absences occur.
1. The Subrecipient must establish and maintain an accounting system which adequately and separately identifies all funding sources and all application of funds associated with providing the required services including, but not limited to, local, state, and federal grants, fees,

donations, federal funds, and all other funds, public or private. All costs incurred by the Subrecipient must be accurately identified and recorded even when no revenue is received for services. This accounting system provides the means to gather fiscal data necessary to determine: a) the cost of a unit of service; b) the bid price; and c) if funds were generated in excess of allowable costs.

2. These records shall contain information pertaining to projects, contracts, grants, or sub-grant awards, and all authorizations, obligations, non-obligated balances, assets, outlays, liabilities, expenditures, and revenue.
 3. The Subrecipient shall maintain all books, records, documents, reports, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. Subrecipients shall maintain their fiscal books, records, documents, and other data in a manner consistent with generally accepted accounting principles.
- E. All records required to be maintained by this Agreement or by state and federal regulations are public records and shall be maintained and released, when requested, in accordance with applicable laws.
- F. The Subrecipient shall submit Quarterly Progress Reports by the tenth (10th) of the month following the end of each quarter, or thirty (30) days after the fully signed agreement has been emailed to the Subrecipient, whichever is later throughout the term of the Agreement, and maintain these records for six (6) years after the term of the Agreement.
- G. The Subrecipient shall complete reports and provide information as required by the County to demonstrate compliance with regulations, goals, and objectives

15. RIGHT TO INSPECTION AND USE OF MATERIALS

- A. County representatives, the State Auditor, and officials of the awarding agency shall have the right to review and monitor the financial and service components of this Agreement. The County's review will occur with reasonable notice, and will include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records or other materials which the County deems pertinent to performance, compliance, or quality assurance in conjunction with this Agreement.
- B. During the term of this Agreement and for one (1) calendar year following termination or expiration of this Agreement, the Subrecipient shall, upon receiving reasonable notice, provide the County with access to its place of business and to its records that are relevant to compliance with this Agreement.
- C. The County may duplicate, use, and disclose in any manner, for any purpose whatsoever and authorize others to so do, all material created under this Agreement and paid for by the County.

16. **DEBARMENT**

The Subrecipient shall assure that, its officers, agents, subcontractors, and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

The Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. If requested by the County, the Subrecipient shall complete a Certification Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

17. **RESOLUTION OF DISPUTES**

- A. A Subrecipient with a complaint involving this Agreement is encouraged to first attempt to resolve the matter with the County informally by communicating by telephone or electronic mail with the appropriate County representative or by meeting with that individual in person. The County representative must send written notification to the Subrecipient, specifying the response to the complaint and the date the informal dispute resolution process concluded. If the informal dispute resolution process is unsatisfactory and the Subrecipient elects to register a formal complaint, a Subrecipient shall submit a detailed written description of the issues which form the basis of the complaint to the Contract & Monitoring Manager at Planning and Public Works, 2702 South 42nd St., Suite 109 Tacoma, WA. The Subrecipient's written complaint must be received by the County within thirty (30) calendar days of the date that the informal dispute resolution process concluded.
- B. Upon receipt of a formal written complaint, the Contract & Monitoring Manager or designee will send a written confirmation to the Subrecipient acknowledging receipt of the complaint within five (5) working days. The Contract & Monitoring Manager or designee shall also contact the Subrecipient to establish a meeting to discuss and seek agreement and resolution of the formal complaint. The meeting shall be held within fifteen (15) working days of receipt of the written complaint. The manager shall issue a written decision regarding the Subrecipient's formal complaint no later than fifteen (15) working days following completion of the meeting.
- C. If agreement and resolution are not reached and the Subrecipient elects to pursue the complaint further, the Subrecipient may, within five (5) working days after receipt of the Contract & Monitoring Manager's written decision, file a written appeal to the Director of Pierce County Planning and Public Works at the address listed in this Agreement. The appeal must state all facts and arguments upon which the appeal is based. The Director or designee will render a written decision within fifteen (15) working days following completion of the meeting.
- D. The Subrecipient may appeal an adverse decision of the Pierce County Planning and Public Works Director to the Pierce County Executive, 930 Tacoma Avenue

South, Room 737, Tacoma, WA 98402. The appeal must be received in writing by the Pierce County Executive within five (5) working days of the Subrecipient's receipt of the Director's decision. Upon receipt of a formal written appeal, the Pierce County Executive or designee will schedule a meeting with the Subrecipient within fifteen (15) working days of receipt of the appeal. The Pierce County Executive or designee will issue a written decision within fifteen (15) working days following completion of the meeting.

- E. In the event that any subsequent litigation should arise concerning this Agreement, the venue of such litigation shall be in the courts of Pierce County. This Agreement shall be governed by the laws of the State of Washington.
- F. All mailings by and to the County required in this section of the Agreement shall be by certified mail with return receipt requested to the Subrecipient's address of record.

18. SUSPENSION, TERMINATION, AND CLOSEOUT

- A. For Convenience – Either the Subrecipient or the County may terminate this Agreement for convenience or without cause by providing written notice at least sixty (60) calendar days prior to the effective date of the termination. If this Agreement is so terminated, the County and Subrecipient shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- B. For Cause – The County may, upon written notice to the Subrecipient, immediately suspend or terminate this Agreement in whole or in part, or withhold any payment of funds in whole or in part, when the County determines, in its sole discretion, that continuation of the Agreement is detrimental to the County's interest, including, without limitation, the occurrence of any-one (1) or more of the following:
 - 1. Expected or actual funding from the state, federal government, or other source(s) is withdrawn, reduced, or limited in any manner after the effective date of this Agreement and prior to its normal completion; or
 - 2. Performance of this Agreement is rendered unfeasible or impossible for any reason; or
 - 3. Subrecipient fails to comply with any of the terms or conditions of this Agreement or when the Subrecipient fails to substantiate Subrecipient's compliance with this Agreement when requested to do so by the County; or
 - 4. Subrecipient uses Agreement funds ineffectively, improperly, or illegally; or
 - 5. Subrecipient provides materials, information, reports, or documentation which are incomplete, incorrect, or false, either knowingly or negligently; or
 - 6. Subrecipient fails to provide services, information, reports, or

documentation required by this Agreement in a timely and reasonable manner; or

7. Subrecipient fails to resolve in a timely fashion audit findings associated with this Agreement which could materially impact performance of this Agreement; or
 8. Subrecipient is unable to carry out the terms and conditions of this Agreement in compliance with applicable local, state, or federal law; or
 9. Any illegal act by the Subrecipient.
- C. The County's forgiveness of the Subrecipient's nonperformance of any provision of this Agreement in one (1) instance does not constitute a waiver of any provision of this Agreement, nor of future nonperformance of the same provision.
- D. If the Subrecipient receives a notice of termination from the County for either convenience or cause or issues a notice of termination to the County, the Subrecipient shall:
1. Stop work on the date and to the extent specified;
 2. Place no further orders or agreements for goods, services, or facilities to complete the work now terminated;
 3. Assign to the County all of the Subrecipient's rights, title, and interest under the orders and agreements placed by the Subrecipient to complete the work now terminated;
 4. Deliver or convey title to:
 - a. Any property produced by the work terminated;
 - b. Any usable personal property in which the County has a secured interest;
 - c. Any usable property carried on the County's inventory; or
 - d. Any real property in which the County, or any entity named by the County, has a secured interest; and
 - e. Send a final billing for the work now terminated to the County within thirty (30) calendar days of the date of termination.
- E. If the County receives a notice of termination from the Subrecipient, or if the County issues a notice of termination to the Subrecipient, the County:
1. Will arrange to take delivery of property or the right, title, or interest of real property conveyed by the Subrecipient in conjunction with this Agreement; and
 2. Will make final payment upon receipt of final billings for all authorized

services, if the Subrecipient has provided documentation that the County's interests are fully protected.

- F. The rights and remedies provided to the County and the Subrecipient in this section are in addition to any other rights and remedies provided by law or under this Agreement. Termination of this Agreement by the County at any time during the term of the Agreement shall not constitute a breach of contract by the County. The Subrecipient may request a reconsideration of the County's decision to terminate this Agreement in accordance with Resolution of Disputes Section listed above.

19. **LOBBYING CERTIFICATION**

The Subrecipient certifies that, to the best of its knowledge and belief:

- A. No appropriated funds have been paid, or will be paid by, or on behalf of the Subrecipient, or officers or employees, to any person for influencing, or attempting to influence an officer or employee of any governmental agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan or cooperative agreement.

20. **GENERAL COMPLIANCE**

Subrecipients with contracts in excess of \$25,000 and with a Contract duration of longer than one hundred twenty (120) calendar days that are not specifically exempted under PCC 2.106.022, shall enroll in the Federal E-Verify Program. The requirement extends to every subcontractor meeting the same criteria. The Subrecipient must provide certification of enrollment in the Federal E-Verify program to the County before execution of this Agreement. The Subrecipient will remain enrolled in the program for the duration of this Agreement. The Subrecipient is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Subrecipient or any Subcontractor and the Department of Homeland Security upon request at any time during the term of this Agreement. Failure to provide this document may result in termination of this Agreement.

21. **SURVIVABILITY**

The terms and conditions contained in the Agreement that by their sense and context are intended to survive the expiration of this Agreement shall so survive. Surviving terms include, but are not limited to: Resolution of Disputes, Defend, Hold Harmless and Indemnification, Right to Inspection, Records and Reports, and Treatment of Assets.

22. **PROPRIETARY SOFTWARE APPLICATIONS**

In the event that the Subrecipient accesses the County's proprietary software applications to perform any work under this Agreement, the Subrecipient shall read and agree to the terms and conditions of the software license agreement, and shall not violate the terms and conditions of the software license agreement including, but not

limited to:

- A. The use of the software application shall be restricted to employees or subcontractors;
- B. The Subrecipient shall not “pirate” or reverse engineer the software application; and/or
- C. Otherwise use the application in any way that may harm the County.

23. LICENSING AND ACCREDITATION STANDARDS

The Subrecipient agrees to comply with all applicable local, state, and federal licensing standards, all applicable accrediting or certification standards, and any other standards or criteria established by the County to ensure quality of services, and to supply proof of said compliance upon demand.

24. TREATMENT OF SUBRECIPIENT ASSETS

- A. Title to all property furnished by the regulating authority shall remain with the regulating authority; and title to all property furnished by the County shall remain with the County.
- B. The Subrecipient shall obtain prior written approval by the County when purchasing non-expendable personal property if the cost of the personal property is to be reimbursed as a direct item of cost under this Agreement. This approval may be accomplished by inclusion in the Agreement Budget.
- C. Title of all non-expendable personal property purchased by the Subrecipient, the cost of which the Subrecipient is reimbursed as a direct item of cost under this Agreement, vest in the Subrecipient.
- D. Any non-expendable personal property furnished to, or purchased by, the Subrecipient, unless otherwise provided herein or approved by the County, be used only for the performance of this Agreement.
- E. As a precedent to reimbursement for the purchase of non-expendable personal property, the Subrecipient agrees to provide all necessary information and documents in order for the County to execute such security agreements and other documents as shall be necessary for the County to protect its interest in such property in accordance with the Uniform Commercial Code as codified in Article 9 of Title 62A RCW.
- F. The Subrecipient will furnish to the County by the fifteenth (15th) day of October, unless otherwise stated, an inventory of any and all property purchased with funds provided by the County for use under the terms of this Agreement. The inventory list shall include all non-expendable personal property, including small and attractive items, purchased with funds provided by the County under the terms of this Agreement. For the purposes of this clause, conducting and providing an inventory consists of sighting, tagging or marking, describing, recording, and reporting the property involved.

- G. The Subrecipient shall be responsible for any loss or damage to property of the County, including all expenses resulting from such loss or damage, which results from negligence, willful misconduct, or lack of good faith on the part of the Subrecipient, or which results from the failure on the part of the Subrecipient to maintain and administer the property in accordance with sound management practices. Furthermore, the Subrecipient shall ensure that all County property in its possession, when returned to the County, shall be in a like condition to that in which it was when furnished to the Subrecipient or the condition in which the property was when acquired by the Subrecipient through purchase, except that in all cases, reasonable wear and tear shall be allowed.
- H. Within three (3) calendar days of discovery of loss or destruction of or damage to County property, the Subrecipient shall notify the County in writing and include appropriate documentation (i.e., police, fire, or accident reports). The Subrecipient shall take all reasonable steps to protect that property from further damage.
- I. Within five (5) working days after termination, or completion of this Agreement, unless otherwise mutually agreed in writing between the Subrecipient and the County, the Subrecipient shall surrender to the County all property of the County.
- J. The County may, at its discretion, abandon in place any property in which title is vested in the County under the terms of this Agreement insofar as permitted by law, rule, or regulation.
- K. Non-expendable personal property acquired by the Subrecipient, the cost of which is reimbursed by the County or the Subrecipient with funds provided through this Agreement, shall be subject to the same constraints, procedures, treatment, handling, disposition, and other matters as specified above. The Subrecipient shall take all steps necessary to ensure that the interest of the County in such property shall be protected and safeguarded.
- L. The Subrecipient will maintain property record cards and property identification tabs as may be directed by the County. This applies only to property purchased with federal, state, and/or County funds specifically designated for such purchase.

25. PROJECT IMPLEMENTATION AND PROGRESS

Failure to lawfully plan, administer, and implement the project or to demonstrate substantial progress within ninety (90) days of the effective date of this Agreement, shall cause the County to re-evaluate the need for and methods of the project. The result of such re-evaluation may necessitate restructuring of the scope, redefinition of milestones and/or units of service or termination of the Agreement for lack of need, ineffective or improper use of funds, and/or failure to implement the project in a timely and reasonable manner.

26. PROCUREMENT AND SUBCONTRACTS

The Subrecipient may, upon the County's prior review and specific written approval of the contract instrument, enter into any contract or procurement action authorized or necessary for the successful completion of this Agreement (other than contracts for

incidental procurements not directly related to the accomplishment of the project which do not require County approval). All procurement actions and contracts other than incidental procurements shall be structured in accordance with applicable state and federal law relating to contracting by public agencies.

27. CONFLICT OF INTEREST AND CODE OF CONDUCT

The County may, in its sole discretion, by written notice to the Subrecipient, terminate this contract if it is found, after due notice and examination by the County or its agent that there is a violation of chapter 42.23 RCW, or any similar statute involving the Subrecipient in the procurement of, or performance of this agreement.

In the event this agreement is terminated as provided above, the County shall be entitled to pursue the same remedies against the Subrecipient as it could pursue in the event of a breach of contract by the Subrecipient. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the County makes a determination under this section shall be an issue and may be reviewed as provided in the "resolution of disputes" section of this agreement.

28. PROPERTY, MATERIALS AND OPERATING SUPPLIES

- A. Non-expendable equipment, materials, operating supplies and other assets other than real property, purchased in whole or in part with Agreement funds, whose per unit fair market value (or total value for supplies) at the time of completion of use is in excess of \$5,000 and are to be utilized, maintained, inventoried, controlled and disposed of pursuant to applicable federal regulations.
- B. Any equipment, materials, operating supplies and other assets with per unit fair market value (or total value for supplies) at the time of completion of use of less than \$5,000, may be retained or disposed of by the Subrecipient. The County retains no financial interest in these items.

Note: Any assets whose fair market value is in question should be referred to the County for decision before any disposition action is taken by the Subrecipient.

29. COMPLIANCE WITH LOCAL AND FEDERAL REGULATIONS

The Subrecipient, its consultants, and contractors shall comply with all applicable local, state and federal laws and regulations, whenever and wherever they are applicable, including those listed below. The Subrecipient, its consultants, and contractors shall timely obtain all permits and approvals necessary to lawfully implement the project. The Subrecipient, its consultants, and contractors shall include in all contracts, subcontracts and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to non-discrimination in performance of the project and to the benefits deriving from.
- B. Executive Order 11246 dealing with non-discrimination in employment based on sex, sexual orientation, gender identity, or national origin, as amended by Executive Orders 11375, 11478, 12086, and 13672.

- C. The relocation, acquisition and displacement requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- D. The National Environmental Policy Act of 1969 and other statutory environmental requirements.
- E. Executive Orders 11625, 12138 and 12432, and Public Law 98-507, dealing with the use of minority and women owned business enterprises.
- F. The provisions of the Hatch Act limiting political activities of government employees.
- G. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).
- H. Current EPA general terms and conditions available at: <https://www.epa.gov/grants/grant-terms-and-conditions>
- I. Current EPA Cybersecurity Condition available at: <https://www.epa.gov/grants/cybersecurity-grant-condition-other-recipients-including-intertribal-consortia>

Note: A listing of these applicable laws and regulations are to be incorporated in each contract, subcontract and consultant agreement issued by the Subrecipient or its contractors.

30. **COUNTY MONITORING/ASSESSMENT PROCEDURES**

- A. The County will conduct monitoring and performance assessments of all services provided under this Agreement, in the manner and at reasonable times, with reasonable notice, as the County considers appropriate.
- B. Monitoring and assessment activities include, but are not limited to, review of service and financial reports, including all books, records, documents, and other data, facilities, activities, and on-site visits by County staff or their designee, state, or federal representatives.
- C. Unless the County elects to terminate this Agreement for cause, when findings from monitoring efforts or audits show that there are apparent violations of the terms or conditions of this Agreement, the Subrecipient and the County shall negotiate a mutually agreeable plan of action to address the identified problem. If the parties are unable to come to agreement, the Subrecipient may file a complaint, as specified in this Agreement.

31. **RIGHT OF ENTRY-SEE EXHIBIT D**

If the subrecipient will be accessing County owned property in order to complete Tasks, Exhibit D outlines the notification process and standard provisions.

Exhibit A

Scope of Work

This Agreement is between Pierce County and the Subrecipient for the project identified as Floodplains for the Future – Puyallup, White & Carbon Rivers (Round 4 – 2019-2021). This is a partial pass-through of award #SEAFBD 2019 PiCoPW 00059 from Washington State Department of Ecology.

Task and subtask numbers in this Scope refer to specific deliverables within Pierce County's agreement with the Department of Ecology and may not be sequential.

Period of Performance: November 1, 2022, through June 15, 2023.

The subrecipient agrees to provide work for the following Tasks:

- 5.9 Lower White River Restoration at 24th St 2022-2023 Construction to complete the relocation of utilities, including power, water, and sewer lines to outside of the project area. Prior to bid, subrecipient must provide for review Bid Documents, including construction plans and specifications.
- 5.10 Lower White River Restoration at 24th St 2022-2023 Construction (Utility Phase): Provide annotated digital photographs showing conditions before, during, and after construction. Upload to EAGL and notify ECOLOGY Project Manager.

Task 5.9 and 5.10 will restore approximately 162 acres of floodplain on the left bank of the Lower White River as it moves through the City of Sumner, creating 3 new miles of habitat and relocating critical infrastructure (utilities) out of the floodplain.

Responsibilities of Subrecipient:

- Relocate power, water and sewer lines to outside the project area.
- Procure all subcontracted services in compliance with state guidelines.
- Provide procurement documents, construction plans and specifications to Pierce County.
- Follow the Ecology Yellow Book guidelines and the Floodplains by Design 19-21 grant guidelines while implementing work.

Deliverables:

- Procurement documents for all hired services.
- Bid documents including construction plans and specifications for the Utility Phase of construction.
- Annotated digital photographs showing conditions before, during and after construction.

Exhibit B

Compensation and Financial Requirements

1. COMPENSATION

In consideration of the mutual promises given and the benefit to be derived from this Agreement, the County agrees to provide funds up to the amount listed on page 1, Section 1; Funds Available to Subrecipient to accomplish tasks in the scope of services described in Exhibit A – Scope of Work.

Payment will be made upon 100% completion of the following deliverables:

5.9	Lower White River Restoration at 24th St 2022-2023 Construction to complete the relocation of utilities, including power, water, and sewer lines to outside of the project area. Prior to bid, subrecipient must provide for review Bid Documents, including construction plans and specifications.	\$1,499,500.00
5.10	Lower White River Restoration at 24th St 2022-2023 Construction (Utility Phase): Provide annotated digital photographs showing conditions before, during, and after construction. Upload to EAGL and notify ECOLOGY Project Manager.	\$500.00

2. FINANCIAL REQUIREMENTS

A. Applicable Regulations and Restrictions

It is understood that where applicable, funds provided by this Agreement are state funds administered by the County and are subject to requirements for grants-in-aid now in effect or which hereafter may be made applicable by local, state or federal laws or regulations. All of the above are incorporated in this Agreement by reference.

B. Audits and/or reviewed financial statement must be submitted to the County within thirty (30) calendar days of issuance. The review must be conducted in accordance with the Statements and Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants for non-profits or the Government Auditing Standards issued by the Comptroller General of the United States for government entities.

C. Approved Uses, Grant Funds

It is expressly understood that funds may only be used for costs included in the approved project budget and may not be used for the general administration or operation of the Subrecipient and may not replace non-federal funds in any jointly funded project. The Subrecipient shall clearly separate allowable costs from unallowable costs.

D. Inappropriate Funds Obligation

1. Funds shall not be obligated for:
 - a. Any action subsequent to written notification from the county suspending or terminating the Agreement, except as authorized by the County.
2. The Subrecipient shall refund to the County any payment or partial payment expended by the Subrecipient, its Contractors or Consultants which is subsequently found to be ineligible, inappropriate or illegal.

E. Request for Payment

1. Reimbursement requests will not be approved unless Subrecipient submits timely performance reports and all information necessary to demonstrate compliance with regulations, eligibility, goals and objectives.
2. Request for payment by the Subrecipient shall include only the request for payment or reimbursement of cost actually incurred per the approved budget and supported by documentation. All reimbursement requests must be accompanied by copies of substantiating receipts, pay stubs, invoices or other proof of incurred costs and must be signed by a signature authority designee(s). A signature authority designee(s) form must be on file prior to the first contract payment request submission of the contract period. All backup documentation and a signed copy of the contract payment request are to be submitted electronically to pcpwcontractservices@piercecountywa.gov with organization name and service period in the subject line of the Email.
3. The Subrecipient is prohibited from submitting request for payment in excess of actual requirements for carrying out the project.
4. Subject to the terms and conditions of this Agreement, the Subrecipient shall submit an invoice on a monthly basis within twenty-one (21) working days following the month in which the Subrecipient has incurred expenditures for services and costs as outlined in this Agreement. The amount requested must be supported by actual costs incurred and paid for by the Subrecipient/vendor. The County shall issue payment no later than thirty (30) working days after the receipt of complete and accurate billing information as determined by the County. The submission of incomplete or inaccurate billing information may delay the reimbursement process, and shall not be considered a breach of contract.
5. Exceptions to these procedures must be requested in writing and agreed upon between the parties.
6. The County's payment options for Subrecipients includes electronic payments via Automated Clearing House (ACH). The ACH payment is a safe and efficient electronic payment option that credits the Subrecipient's bank account directly and provides for an increase in efficiency for both the Subrecipient and the County. In order to participate in the ACH option,

the Subrecipient is required to complete the County's Supplier ACH Payment Enrollment form and W-9. Each form must be completed in their entirety by the Subrecipient and returned to: Pierce County Finance Department, ATTN: Accounts Payable , 950 Fawcett Avenue, Suite 100 , Tacoma, WA 98402. Enrollment forms are available upon request by e-mailing PCAccountsPayable@piercecounitywa.gov. Once enrolled, the ACH payment process will remain in effect for the Contractor until such time as the County receives written notice of revocation from the Subrecipient

F. Multiple Agency Funding

Projects funded by multiple agencies or sources shall indicate in the project budget the agency or source from which the funds derive and how the funds will be utilized.

Exhibit C

Applicable Definitions

The following terms shall have the following definitions:

"Acquisition Cost" shall mean that amount expended for property, excluding interest, plus, in the case of property acquired with a trade-in, the book value (acquisition cost less amount depreciated through the date of trade-in) of the property traded in. Non-expendable personal property, the value of which was expended when acquired, has a book value of zero (0) when traded in.

"Agreement" shall mean the Basic Agreement and any Statements of Work and Exhibits that are attached to and incorporated by reference to the Basic Agreement.

"BARS" shall mean Budget, Accounting, and Reporting System for counties, cities, and other local governments.

"Business Entity" shall mean any person, or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit with the County. The term business entity shall include, but not be limited to partnerships, corporations, Subrecipients, and subcontractors doing business with the County.

"Client", "Consumer", "Participant", "Patient", or "Recipient" shall mean any individual applying for or receiving services under this Agreement.

"CFR" shall mean Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov>

"Contract" shall mean the Basic Agreement and any Statements of Work and Exhibits that are attached to and incorporated by reference to the Basic Agreement.

"Contract Budget" shall mean the budget incorporated in this Agreement, identifying a plan for the expenditure of contracted funds.

"Cost Reimbursement" shall mean that payment to the Subrecipient is based upon the actual reimbursable costs incurred under this Agreement.

"Debarment" shall means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

"E-Verify", PCC 2.106.022 and 2.106.025, shall mean the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Pub. L. No. 104-208, Division C, Title IVY s. 403(a), as amended, and operated by the United States Department of Homeland Security, or a successor electronic verification of work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. No. 99-603.

"Fee for Service" shall mean paying the Subrecipient a negotiated fixed rate, based upon performance of a defined unit of service.

"Financial Statement" shall mean a combined report, or separate reports, of financial information prepared by the Subrecipient's accountant that identifies the Subrecipient's financial position, operating results, and other pertinent information. The reporting period of the document(s) shall correspond with the Subrecipient's calendar or fiscal year.

"Independent Auditor" shall mean either a certified public accounting firm or a certified public accountant.

"Information Technology (IT) Purchases" include, but are not limited to, computers, software, desk telephones, and cellular telephones, but do not include keyboards and mouse.

"Non-expendable Personal Property" shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000.00 or more per unit, unless a greater amount is specified in an Appendix or Work Order.

"PCC" shall mean Pierce County Code.

"Personal Property" shall mean property of any kind, including small and attractive items and IT equipment, except real property.

"Price Related" shall mean a price-analyzed payment structure in which payments are either made as a lump sum, or made at a rate-per-unit basis, and without consideration of the Subrecipient's actual or anticipated costs.

"RCW" shall mean the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/RCW/>

"Real Property" shall mean any interest in land.

"Regulating Authority" shall mean any federal, state county or local entity which has the ability to enforce laws regulations or requirements upon the Subrecipient.

"Small and Attractive Items" shall mean those items with a value of \$300.00 or more that are particularly vulnerable to loss. Examples of these items include, but are not limited to, communication equipment, cameras, IT accessory equipment such as scanners, office equipment, televisions, cellular telephones, and VCRs.

"Subcontract" shall mean any agreement between the Subrecipient and a Subcontractor or between a Subcontractor and another Subcontractor that is related to this Agreement, provided that the Subcontract does not include the purchase of supplies or support services that do not directly affect the funded services. The terms Subcontract and Subcontracts shall mean Subcontract(s) in any tier.

"Subcontractor" shall mean any person, partnership, corporation, association, or organization, not in the employment of the Subrecipient, who is performing part of the contract or Subcontract from a Subcontractor. The terms Subcontractor and Subcontractors shall mean Subcontractor(s) in any tier. "Subrecipient" shall mean a non-federal and non-state entity that expends federal or state awards received from a pass-through entity to carry out a federal or state program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal or state awards directly from a federal or

state awarding agency.

"Subrecipient" for purposes of E-Verify, PCC 2.106.022 and 2.106.025, shall mean a person, employer or business entity that enters into a contract or an agreement with the County to perform any service or work, or to provide a certain product in exchange for valuable consideration. For purposes of PCC 2.106.022 and 2.106.025, the term Subrecipient shall **not** include government agencies; legal, architectural and engineering service providers; those whose contracts would be exempt from competitive bidding under PCC 2.106.060 B; those whose contracts issue under PCC 2.106.070, those whose supplies and services are purchased under PCC 2.106.410; regulated providers of insurance, bonding, banking, or investment services; or public utilities.

"Useful Life" of non-expendable personal property shall mean that useful service life as based upon the United States Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless the Subrecipient or Subcontractor documents in writing some different period that the County agrees to in writing.

"Unit Cost Rate" shall mean a payment mechanism where reimbursable costs incurred in a prior period, divided by the units of service delivered in the prior period and multiplied by the units identified in the current period, determines the total amount paid.

"Vendor" shall mean a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program.

"WAC" shall mean the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>

"Work Order" shall mean a document attached to and incorporated by reference to the Basic Agreement which states the goods, services, and/or benefits to be delivered, and any other terms and conditions that apply to the work.

Exhibit D

Rights of Entry for County Property

If the Contractor wishes to enter into or perform tasks on County owned property in order to complete the Scope of Work, Contractor must request a right of entry from the Project Manager(s) in writing (email is permissible) at least three (3) business days prior to the proposed entry date. Contractor's written request must include the parcel number(s), address(es), purpose of proposed activity, and proposed duration.

After review of Contractor's request, the Project Manager or designee will respond with either a written denial or with a written "short form" right of entry. If the County issues a short form right of entry, that right of entry is issued only on the terms set forth below in the "Standard Right of Entry Provisions." The below "Standard Right of Entry Provisions" are incorporated by reference into any right of entry issued pursuant to this Agreement without the need to set those provisions out in full in the right of entry. The short form right of entry will:

- reference this Agreement by name and County contract number,
- specify the County real property Contractor may enter,
- specify access location and/or method,
- specify permissible purposes for Contractor's entry and use of the property,
- specify authorized duration of Contractor's entry or use, and
- provide any special conditions limiting or restricting Contractor's entry onto or use of the specified real property.

The short form right of entry may be in any written format that includes the information listed above, including an email message.

Project Manager(s) to whom written request must be made. Contractor must provide the written request to all persons listed:

Surface Water Management Division Project Managers:

Kathleen Berger Kathleen.berger@piercecountywa.gov

Helmut Schmidt helmut.schmidt@piercecountywa.gov

Standard Right of Entry Provisions

Grantor: Pierce County, acting through its Planning and Public Works Department

Grantee: Pierce Conservation District

PO Box 1057

Puyallup, WA 98371

1. Grant of Right-of-Entry: Grantor, a municipal corporation and political subdivision of the state of Washington, is the owner of the real property described in any Right of Entry issued pursuant to this Agreement (the Property). Upon issuance of a specific Short Form Right of Entry by the Project Manager referenced by this Agreement, Grantor will grant to Grantee a nonexclusive, temporary right-of-entry, subject to these Standard Right of Entry Provisions and subject to any specific conditions in Short Form Right of Entry. Grantee's intended and actual use of the Property is referred to in these Standard Provisions as "the Activity," and the area to which entry is authorized is referred to as "the ROE Area."

2. Insurance: Grantee shall provide, at its sole expense, Commercial General Liability and Commercial Automobile Liability insurance, each with bodily injury and property damage liability coverage of \$1,000,000 each occurrence OR combined single limit coverage of \$2,000,000 with not greater than a \$1,000 deductible. Pierce County shall be named as an additional insured. Proof of insurance in the form of a certificate shall be provided prior to the execution of this right-of-entry agreement. Grantee shall keep the policy in effect throughout the term of this right-of-entry agreement.

3. General Obligations: Grantee shall bear all costs and expenses related to the Activity. Grantee shall also bear all costs and expenses for any harm or damages, including death at any time that occurs to any officer, employee, or agent of Grantee or to any other Activity participant or to any person affected by the Activity. Grantee, not the Grantor, shall be solely responsible for the safety of the Activity participants and of any person affected by the Activity. Grantee shall take all necessary steps to prevent injury to persons or property, including any necessary or prudent training, orientations, or other meetings. Grantee shall keep the ROE Area clean and free from litter and shall return the ROE Area to its pre-Activity condition prior to the expiration or termination of this right-of-entry agreement. If Grantee fails to do so, Grantee agrees that Grantor may make such appropriate repairs at Grantee's expense. Grantee agrees to promptly pay any bills for such work submitted by Grantor.

4. Prohibited Uses: Grantee shall not use or permit the ROE Area to be used for any purpose other than as expressly set forth in any Right of Entry issued by the Project Manager without the prior written consent of Grantor, which consent may be granted, withheld, conditioned, or delayed by Grantor in its sole and absolute judgment and discretion. Further, Grantee shall not use the ROE Area in violation of any statute, rule, ordinance, permit, order, regulation, or code in effect and applicable to the Property or the Activity. Nor shall Grantee do or permit to be done in, on, under, or about the ROE Area, or any part thereof, or bring into, keep, or permit to be brought into or kept in or about the Property or the ROE Area anything that may constitute a waste, nuisance, or unreasonable annoyance, or that may injure or damage the Property. In addition to the foregoing, Grantee shall not transport, generate, handle, store, or dispose of any Hazardous Substance in, on, under, or about the Property or the ROE Area other than as expressly authorized in this right-of-entry agreement. As used herein, the term "Hazardous Substance" means any hazardous, toxic, or dangerous waste, or material which is, or becomes, regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination, or cleanup. Grantee shall hold harmless, protect, indemnify, and defend Grantor from and against any damage, loss, claim, or liability of any kind, type, or nature whatsoever arising out of or relating in any way to any breach of this section, including any attorneys' fees and costs incurred. The indemnity and hold harmless provisions of this section shall survive the expiration or earlier termination of this right-of-entry agreement.

5. Indemnification: Grantee agrees to defend, indemnify, and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorneys' fees and costs, by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Grantee, his/her/its subcontractors, successors, assigns, servants, or employees, the County, or its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. If this contract is subject to RCW 4.24.115, as now or hereinafter amended and if the liability results from the concurrent negligence of the County and the Contractor, then the parties agree that this provision is valid and enforceable only to the extent of Contractor's negligence. With respect to the performance of this right-of-entry agreement and as to claims against the County, its officers, agents, and employees, the Grantee expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Grantee. This waiver is mutually negotiated by the parties to this right-of-entry agreement.

6. Assignment, Termination, and Waiver: This right-of-entry agreement is personal to Grantee and may not be assigned to any other entity or person without prior written consent of the Grantor, which consent may be granted, withheld, conditioned, or delayed by Grantor in its sole and absolute judgment and discretion. In the event of such assignment, this right-of-entry agreement binds any successors or assigns of the parties.

Grantor may, without waiving any right or remedy, terminate this right-of-entry agreement, order Grantee to vacate the Property, or pursue any other legal remedy. Grantor reserves the right to terminate this agreement at any time in its sole discretion. Grantor's failure to promptly exercise any right or remedy under this right-of-entry agreement is not a waiver of any provision of this right-of-entry agreement or remedy available to Grantor.

7. Grantor Access: Grantor reserves and shall at all times have the right to enter upon the Property for any and all purposes not inconsistent with Grantee's right-of-entry and to observe Grantee's activities thereupon.

8. Miscellaneous:

A. Entire Understanding: The terms set forth in this right-of-entry agreement are intended by the parties as a final, complete, and exclusive expression of the terms of their agreement and may not be contradicted, explained, or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any inconsistent additional terms.

B. Notices: All notices related to this right-of-entry agreement shall be in writing and shall be deemed to have been given or made when mailed, first class, registered or certified mail, postage prepaid, and addressed as listed on page one of this right-of-entry agreement.

C. Choice of Law: This right-of-entry agreement, including all matters of construction, validity, and performance shall be governed, construed, and enforced in accordance with the laws of the State of Washington, as applied to contracts executed and to be fully performed in Washington by citizens of Washington and without reference to principles of conflicts of law. Venue of any action arising out of this right-of-entry agreement shall be had first in the Superior Court of the State of Washington for Pierce County.

D. Attorneys' Fees: In the event of a suit by any party to enforce or to settle any dispute arising out of any provision of this right-of-entry agreement, each party agrees to bear its own costs and attorneys' fees, subject to the limitations set forth in Section 10 of this right-of-entry agreement and RCW 4.84.330.

E. Severability: Each provision of this right-of-entry agreement is intended to be severable, and if any provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this agreement.

9. Signature Authority: By signing the Agreement of which this Exhibit and these Standard Right of Entry Provisions are a part, County and Contractor have agreed to all terms herein and also represent and warrant that all necessary signatures and consents to enter into this right-of-entry agreement and to assume and perform the obligations hereunder have been duly and properly obtained.

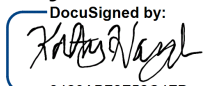
PIERCE COUNTY
Agreement Signature Page

Agreement # SC-109706

IN WITNESS WHERE OF, the parties have executed this Agreement on the days indicated below:

SUBRECIPIENT:

City of Sumner

DocuSigned by:

3420AB72F52C4FD... 1/20/2023

Signature Date
Mayor

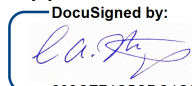
Contact Name: Kathy Hayden, Mayor
Contact Phone Number: 253-299-5790
Contact Email: khayden@sumnerwa.gov

Mailing Address: 1104 Maple Street
Sumner, WA 98390

UBI No.: 277-000-014

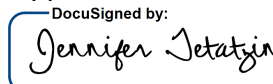
PIERCE COUNTY:

Approved as to form:

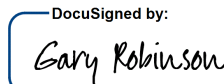
DocuSigned by:

899CE74C5CDC4C6... 1/24/2023

Deputy Prosecuting Attorney Date

Approved:

DocuSigned by:

AF90D0210080455... 1/20/2023

Dept. Director Date

DocuSigned by:

88F99CA97BBD418... 1/20/2023

Finance Director Date

DocuSigned by:

1BD2210628D6495... 1/24/2023

Pierce County Executive Date
(\$250,000 or more)

SUBJECT: 24th Street and 142nd Intersection Stormwater Treatment - Construction Contract Award

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: \$326,666

Within Budget Allocation: Yes

ATTACHMENTS:

1. Bid Tab
2. Small Works Construction Contract

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist, Michael Kosa, City Engineer

SUMMARY BACKGROUND:

When 24th Street and 142nd Avenue were constructed, six catch basins were routed in a way which had them bypassing the stormwater ponds, leading to untreated stormwater entering the White River. The project to intercept the stormwater flow and install treatment was bid in January 2023. The lowest responsive and responsible bidder was TITAN Earthwork, Inc. Their bid came in at \$326,666, which was below the engineer's estimate of \$374,910. This project is within the small works threshold, so no council action is required.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/7/2023

COMMITTEE RECOMMENDATION: This item is for information only.

STAFF RECOMMENDATIONS/MOTION:

This item is for information only.

[illegible]

PUBLIC WORKS SMALL WORKS ROSTER CONTRACT

between City of Sumner and

TITAN Earthwork

THIS CONTRACT is made and entered into this day _____, by and between the City of Sumner, a Washington municipal corporation (hereinafter the "City"), and TITAN Earthwork organized under the laws of the State of Washington, located and doing business at 1585 Valentine Ave SE, Pacific, WA 98047, 253-255-4308, Nick Seeley (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope and Schedule of Work, attached hereto and incorporated herein by reference.

See Exhibit A – 24th and 142nd Intersection Treatment (CIP 21-20)

a. Contractor 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 such services are performed.

b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for the following items which will be furnished by the City:

N/A

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated. In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;

(vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Terms and provisions of the Contract
2. Addenda,
3. Proposal Form,
4. Special Provisions, including APWA General Special Provisions, if they are included,
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I **WITHIN 30 working days**. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed **\$326,666.00, plus any applicable Washington State Sales Tax**, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. Any payment by the City shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily

complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.

- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY, TIMELY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

IV. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

V. TERMINATION. The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract except those amounts authorized and satisfactorily

completed prior to the termination date. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

VI. LIQUIDATED DAMAGES. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$1,633.33** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

VII. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification.

For small public works projects under \$2,500 inclusive of tax, the City may permit the Contractor to submit a combined Intent to Pay and Affidavit of Wages Paid form (the "Combined Form"). The Combined Form does not have a corresponding form/filing fee. Before commencing work on the Contract, the Contractor is required to request the use of the Combined Form. If the City authorizes the Contractor to utilize the Combined Form process, the Contractor shall obtain the pre-approved L&I Combined Form directly from the City. Contractor shall complete and submit the Combined Form to the City together with its final invoice at the completion of the Contract work. Upon receipt, the City will review and approve the form before causing it to be filed with L&I within thirty (30) days of receipt from the Contractor.

Irrespective of the above process, Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

VIII. HOURS OF LABOR. Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq., the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. DAYS AND TIME OF WORK. The working hours for this project will be limited to Monday through Friday from 7:00 a.m. to 6:00 p.m. unless otherwise approved by the City.

XI. WORKER'S COMPENSATION. The Contractor shall maintain Workmen's Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workmen's Compensation Laws. In jurisdictions not providing complete Workmen's Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workmen's Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XV(D), within

fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Contractor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of 20% of the total consideration paid to the Contractor under this Contract and in a form acceptable to the City. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not initiate or complete the corrective work within a reasonable time in the sole discretion of the City, the City may elect to complete the identified defect(s) and pass through any and all costs of correction to the Contractor. By signature hereon, Contractor agrees to be responsible for any and all costs expended by the City to correct identified defects in Contractor's work within the above warranty periods.

XI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor 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.

XII. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the Contractor's 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

XIII. INSURANCE. The Contractor shall, at least ten (10) days prior to the commencement of work, obtain and keep in force during the term of the Contract, insurance against claims for property damage or personal injury which may arise from or in connection with the performance of the contract work by the Contractor, their agents, representatives, employees, or subcontractors as follows:

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor 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

Contractor 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, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk

insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance and Builders Risk:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor'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.

D. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation

The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers

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

Verification of Coverage

Contractor 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 Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

G. Subcontractors

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request by the City, the Contractor shall provide evidence of such insurance.

XIV. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor 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 Contractor's own risk, and Contractor 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.

XV. BOND. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish a performance and payment bond to the City in the full amount of the bid with a surety company as surety, ensuring that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bond shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company providing such bond shall agree to be bound to the laws of the state of Washington, and subjected to the jurisdiction of the state of Washington and the Pierce County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bond is supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$150,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 10% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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

XVII. 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 Contract 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.

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 the 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 Contractor.

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

	By: _____ (signature)
	Print Name: <u>Jason Wilson</u>
	Its <u>City Administrator</u> (Title)
	DATE: _____
	Attest: _____ Approved as to form: _____
	_____ City Clerk DATE: _____ _____ City Attorney DATE: _____

NOTICES TO BE SENT TO: CONTRACTOR: Nick Seeley, Project Manager TITAN Earthwork 1585 Valentine Ave SE Pacific, WA 98047 253-255-4308 nick.seeley@titanearth.com	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

SCHEDULE OF PRICES 24th Street E and 142nd Avenue E Intersection Treatment ALL ENTRIES SHALL BE WRITTEN IN INK OR TYPED TO VALIDATE BID (Note: Unit prices for all items, all extensions, and total amount of bid must be shown.)				
ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICED BID	UNIT PRICE Dollars Cts.	AMOUNT Dollars Cts.
100	1 EQ. ADJ.	Minor Change, per Equity Adjustment 1-04	\$ 5,000.00 (figures)	\$ 5,000.00 (figures)
101	1 LS	Roadway Surveying, per Lump Sum 1-05	LUMP SUM (figures)	\$ 5,000.00 (figures)
102	1 LS	Record Drawings (Min. Bid \$500), per Lump Sum 1-05	LUMP SUM (figures)	\$ 500.00 (figures)
103	1 FA	Property Restoration, per Force Account 1-07	\$ 10,000.00 (figures)	\$ 10,000.00 (figures)
104	1 LS	Mobilization, per Lump Sum 1-09	LUMP SUM (figures)	\$ 32,000.00 (figures)
105	1 LS	Project Temporary Traffic Control, per Lump Sum 1-10	LUMP SUM (figures)	\$ 10,000.00 (figures)
106	1 LS	Removal of Structures and Obstructions, per Lump Sum 2-02	LUMP SUM (figures)	\$ 10,000.00 (figures)
107	30 SY	Removing Asphalt Conc. Pavement, per Square Yard 2-02	\$ 100.00 (figures)	\$ 3,000.00 (figures)
108	23 LF	Curb Removal, per Linear Foot 2-02	\$ 50.00 (figures)	\$ 1,150.00 (figures)
109	10 SY	Cement Conc. Sidewalk Removal, per Square Yard 2-02	\$ 50.00 (figures)	\$ 500.00 (figures)
110	3 EA	Potholing, per Each 2-02	\$ 1,000.00 (figures)	\$ 3,000.00 (figures)
111	1 LS	Dewatering, per Lump Sum 2-08	LUMP SUM (figures)	\$ 25,000.00 (figures)
112	1 LS	Shoring or Extra Excavation Class B, per Lump Sum 2-09	LUMP SUM (figures)	\$ 10,000.00 (figures)
113	1 LS	Shoring - Stormwater Quality Vault, per Lump Sum 2-09	LUMP SUM (figures)	\$ 10,000.00 (figures)

FIRM NAME TITAN Earthwork, LLC

SCHEDULE OF PRICES 24th Street E and 142nd Avenue E Intersection Treatment ALL ENTRIES SHALL BE WRITTEN IN INK OR TYPED TO VALIDATE BID (Note: Unit prices for all items, all extensions, and total amount of bid must be shown.)				
ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICED BID	UNIT PRICE Dollars Cts.	AMOUNT Dollars Cts.
114	19 SY	Construction Geotextile for Soil Stabilization, per Square Yard 2-12	\$ 5.00 (figures)	\$ 95.00 (figures)
115	10 TN	Crushed Surfacing Top Course, per Ton 4-04	\$ 150.00 (figures)	\$ 1,500.00 (figures)
116	10 TN	Crushed Surfacing Base Course, per Ton 4-04	\$ 150.00 (figures)	\$ 1,500.00 (figures)
117	7 TN	Commercial HMA, per Ton 5-04	\$ 700.00 (figures)	\$ 4,900.00 (figures)
118	149 LF	Solid Wall PVC Storm Sewer Pipe 12 in. Diam., per Linear Foot 7-04	\$ 250.00 (figures)	\$ 37,250.00 (figures)
119	2 EA	Connection to Existing Stormwater Structure, per Each 7-05	\$ 3,000.00 (figures)	\$ 6,000.00 (figures)
120	1 EA	Catch Basin Type 2 48 In. Diam., per Each 7-05	\$ 20,000.00 (figures)	\$ 20,000.00 (figures)
121	1 EA	New Frame and Grate, Adjust to Grade, per Each 7-05	\$ 2,000.00 (figures)	\$ 2,000.00 (figures)
122	1 EA	New Ergo Access Assembly, Adjust to Grade, per Each 7-05	\$ 2,000.00 (figures)	\$ 2,000.00 (figures)
123	1 EA	Modular Wetland Unit MWS-L-4-8-8'-7"-V-UG, per Each 7-06	\$ 91,311.00 (figures)	\$ 91,311.00 (figures)
124	17 TN	Quarry Spalls for Modular Wetland Vault Foundation, per Ton 7-06	\$ 130.00 (figures)	\$ 2,210.00 (figures)
125	27 CY	Unsuitable Pipe Foundation Excavation Incl. Haul, per Cubic Yard 7-08	\$ 80.00 (figures)	\$ 2,160.00 (figures)
126	2 EA	Plugging Existing Pipe, per Each 7-08	\$ 1,000.00 (figures)	\$ 2,000.00 (figures)
127	1 LS	Erosion Control and Water Pollution Prevention, per Lump Sum 8-01	LUMP SUM (figures)	\$ 2,500.00 (figures)

FIRM NAME TITAN Earthwork, LLC

SCHEDULE OF PRICES 24th Street E and 142nd Avenue E Intersection Treatment ALL ENTRIES SHALL BE WRITTEN IN INK OR TYPED TO VALIDATE BID (Note: Unit prices for all items, all extensions, and total amount of bid must be shown.)				
ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICED BID	UNIT PRICE Dollars Cts.	AMOUNT Dollars Cts.
128	3 EA	Inlet Protection, per Each 8-01	\$ 100.00 (figures)	\$ 300.00 (figures)
129	395 LF	Silt Fence, per Linear Foot 8-01	\$ 5.00 (figures)	\$ 1,975.00 (figures)
130	37 CY	Topsoil Type A, per Cubic Yard 8-02	\$ 125.00 (figures)	\$ 4,625.00 (figures)
131	0.4 CY	Bark or Wood Chip Mulch, per Cubic Yard 8-02	\$ 125.00 (figures)	\$ 50.00 (figures)
132	312 SY	Sod Installation, per Square Yard 8-02	\$ 20.00 (figures)	\$ 6,240.00 (figures)
133	2 EA	PS Acer platanoides 'Columnnarbroad'/Parkway Maple, per Each 8-02	\$ 800.00 (figures)	\$ 1,600.00 (figures)
134	1 LS	Plant Establishment - 1 Year (Min. Bid \$2,500), per Lump Sum 8-02	LUMP SUM (figures)	\$ 2,500.00 (figures)
135	23 LF	Extruded Cement Conc. Curb, per Linear Foot 8-04	\$ 100.00 (figures)	\$ 2,300.00 (figures)
136	1 FA	Resolution of Utility Conflicts, per Force Account 8-05	\$ 5,000.00 (figures)	\$ 5,000.00 (figures)
137	10 SY	Cement Conc. Sidewalk, per Square Yard 8-14	\$ 150.00 (figures)	\$ 1,500.00 (figures)
TOTAL =				\$ 326,666.00

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

TITAN Earthwork

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. 1650: Pierce County Grant Acceptance - Ryan House Rehabilitation

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Public Benefit Agreement
2. Resolution No. 1650 Pierce County Grant Acceptance - Ryan House Rehabilitation

STAFF CONTACT: Drew McCarty, Engineering Assistant, Alisa O'Haver-Ayala , Associate City Engineer

SUMMARY BACKGROUND:

As part of the efforts to fund construction of the Ryan House Rehabilitation project, the City applied for grant funding from the Pierce County Lodging Tax Program and it includes funding for Phase 1 Construction in the amount of \$400,000. This grant will go towards building renovations, which include structural upgrades, a new roof, and the exterior envelope.

The project is currently in the design phase. Funds are expected to be spent by the end of 2023.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/7/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: 1650; authorizing the Mayor to enter into agreement with Pierce County to receive grant funding in the amount of \$400,000 for the Ryan House Rehabilitation Project (CIP 19-07).

Title: Ryan House Rehabilitation Project
Funding Source: Tourism 170-00
Start Date: January 1, 2023
End Date: December 31, 2023
FY/\$: FY 23 \$400,000
Contractor: City of Sumner
Address: 1104 Maple St
Sumner, WA 98390
Contact: Carmen Palmer
Telephone: (253) 299-5503
Email: carmenp@sumnerwa.gov

PUBLIC BENEFIT AGREEMENT

City of Sumner, hereinafter called Contractor, and Pierce County, hereinafter called County, agree as set forth in this Agreement, including:

- I. General Terms and Conditions,
- II. Statement of Work, and
- III. Compensation.

The term of this Agreement shall commence on January 1, 2023 and shall, unless terminated or renewed elsewhere in the Agreement, terminate on December 31, 2023.

The maximum consideration for the initial term of this Agreement or for any renewal term shall not exceed \$400,000 (Four-Hundred Thousand dollars and 00/100).

Contractor acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs D, F, K, L, R, and AA of Section I, are totally and fully part of this Agreement and have been mutually negotiated by the parties.

I. GENERAL TERMS AND CONDITIONS

A. Scope of Contractor's Services.

The Contractor agrees to provide to the County services and any materials set forth in Section II, Statement of Work during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

B. Accounting and Payment for Contractor Services.

1. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Section III, Compensation and Financial Requirements. Where this Agreement requires payments by Pierce County, payment shall be based upon billings, supported by documentation of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "**Contracting Officer**") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this Agreement.

2. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor no more often than MONTHLY through the County voucher system for the Contractor's service as set forth in the Budget attached to and incorporated in this Agreement.

C. Assignment and Subcontracting.

No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

D. Independent Contractor.

1. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.
2. The Contractor acknowledges that the entire compensation for this Agreement is specified in Section III and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this Agreement to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.
3. Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

E. No Guarantee of Employment.

The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

F. Taxes.

1. The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.
2. The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including,

but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

G. Insurance Requirements

1. Throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain general liability insurance with an insurance carrier licensed to do business in the State of Washington, and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate, with a deductible of not greater than \$5,000.
2. Where automobiles are used in conjunction with the performance of this Agreement throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain automobile liability insurance with an insurance carrier licensed to do business in the State of Washington and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, \$1,000,000 each occurrence or combined single limit coverage of \$1,000,000.
3. General liability insurance and, if applicable, automobile liability insurance coverage shall be provided under a comprehensive general and automobile liability form of insurance, such as is usual to the practice of the insurance industry, including, but not limited to all usual coverage referred to as Personal Injury--including coverage A, B and C. If applicable, automobile liability insurance shall include coverage for owned, non-owned, leased or hired vehicles.
4. Pierce County shall be named as an additional insured on all required policies except automobile insurance and all such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution.
5. Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.
6. In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 930 Tacoma Ave South, Tacoma, WA 98402.
7. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

H. Bond.

The Contractor shall maintain, throughout the life of this agreement, an annual fidelity or performance bond in an amount not less than 25 percent of the value of this Agreement. Coverage for employee dishonesty in the amount not less than 25 percent of the value of the Agreement may be maintained in lieu of bond.

I. Regulations and Requirement.

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. Unless specifically noted to the contrary, the Contractor shall obtain all permits, authorities and approvals necessary to implement this project.

J. Right to Review.

1. Whenever the value of this Agreement exceeds \$25,000, the County may require that the Contractor obtain an agency-wide, or program-wide, basic financial audit. The results of that audit shall be immediately reported to the County.
2. This Agreement is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement.
3. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

K. Defense & Indemnity Agreement.

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees

It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

L. Industrial Insurance Waiver.

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless

provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

M. Withholding Payment.

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

N. Future Non-Allocation of Funds.

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

O. Contractor Commitments, Warranties and Representations.

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

P. Ownership of Items Produced.

All writings, programs, data, public records or other materials prepared by the Contractor and its subcontractors in connection with the performance of this Agreement shall be the sole and absolute property of the County.

Q. Property.

It is the County's policy that non-expendable property required for this project not be purchased with County funds. When specialized equipment is necessary and purchase

of such equipment is approved by the Contracting Officer, it shall be detailed in the contract budget. Such property shall be properly accounted for and maintained.

R. Patent/Copyright Infringement.

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

1. That Contractor shall be notified promptly in writing by County of any notice of such claim.
2. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

S. Modifications.

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

T. Termination for Default.

1. If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.
2. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

U. Termination for Public Convenience.

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

V. Disputes.

1. General. Differences between the Contractor and the County, arising under and by virtue of the Agreement Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.
2. Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
3. Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

W. Equal Opportunity, Nondiscrimination & Affirmative Action.

The Contractor, its employees, its subcontractors and their employees, by acceptance of this Agreement, certify that they will not engage in any unlawful discrimination, in any work place, during the life of this Agreement.

The Contractor and its subcontractors should make a realistic, good faith effort to employ women, minorities, and Pierce County residents for any new job openings or positions for advancement or training that may become available during the life of this Agreement.

X. Waiver.

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

Y. Waiver of Non-Competition.

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

Z. Official Benefits Prohibited.

No federal, state or local elected or appointed official, nor members of their families, nor their business associates, shall be admitted to any share or part of the funds provided by this Agreement, nor to any benefit to arise therefrom.

The Contractor hereto shall maintain a Code of Conduct which shall govern his/her performance in the award and administration of this, or any other contracts or procurement actions funded in whole or in part by funds made available hereunder. The Contractor shall not participate in the selection, award, or administration of any such contract if a conflict of interest, real or apparent, would exist.

AA. Confidentiality.

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

BB. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the contracting Officer and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

CC. Venue and Choice of Law.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Law of the State of Washington shall govern this Agreement.

DD. Severability.

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

EE. Survival.

The provisions of paragraphs D, E, F, I, J, K, L, M, N, O, P, R, T, U, V, X, Y, AA, and CC of Section I of this Agreement shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

FF. Entire Agreement.

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

II. STATEMENT OF WORK

A. County Responsibilities.

To accomplish the intent of this agreement, the County:

1. May provide administrative and financial oversight and direction in accordance with established laws and regulations;
2. Shall monitor and evaluate program performance against performance criteria noted in Section B, below;
3. Shall pay, on a timely basis, all requests for payment which are eligible and appropriate for payment and which are supported by sufficient documentation.

B. Contractor Responsibilities.

1. **Scope of work.** The Pierce County Tourism Strategic Plan directs funding recipients to implement programs that support four key priorities: generates incremental overnight stays, leverages proven or identified demand generators, identifies specific target markets, and provides a balanced funding approach via specific funding allocation categories. The Contractor shall plan, administer, implement, and complete the following project(s) in 2023 which support these four priorities:

- Asset Development: Ryan House Rehabilitation Project

Specific budget detail for the project listed above is provided in Attachment 1.

2. If the event or activity related to any of the projects listed above is modified or canceled due to COVID-19 restrictions, Contractor will reduce expenditures or not expend any funds related to the event/project. The Contractor and Economic Development Department staff will communicate at least monthly regarding project and COVID-19 updates to make timely funding adjustments to the projects as necessary.
3. Comply with all noted regulations, requirements and conditions of the Agreement.
4. Evidence contract compliance by accomplishment of the above described project or program in the manner specified and in accordance with the project schedule.
5. Complete reports and provide information as required by the County to demonstrate compliance with regulations, eligibility, goals and objectives including:
 - **Contractor may be asked to provide an in-person presentation to the LTAC Committee regarding project progress; Contractor will be notified by the Economic Development Department regarding date and time of presentation if applicable.**
 - **Provide Quarterly Written Progress Reports using reporting template provided by Pierce County Economic Development Department; due by:**
 - April 15, 2023 (covering Jan 1-Mar 31)
 - July 15, 2023 (covering Apr 1-Jun 30)
 - October 15, 2023 (covering Jul 1-Sept 30)
 - January 15, 2024 (covering Oct 1-Dec 31), including a year-end report card

- **Provide Financial Reports:** N/A
- **State Reporting,** Complete and submit the forms required by the Joint Legislative Audit and Review Committee (JLARC).

III. COMPENSATION AND FINANCIAL REQUIREMENTS

A. Reimbursement.

Contractor agrees to submit reimbursement requests to the County for services rendered under this agreement as follows:

1. Requests shall be submitted on the Contractor's letterhead, and
2. Shall include the Contract No., and
3. Be supported by appropriate documentation of amounts actually incurred, and
4. Where applicable, include actual hours or days worked, and
5. Include the total dollar amount requested.
6. Contractor shall submit payment requests by the 15th of each month following the month in which the expenditures were incurred.

B. Use of Funds.

It is expressly understood that Agreement funds may only be used for expenses, items, activities and costs which are included in the attached Budget. Line item adjustments to the Budget must be in writing and agreed to by the Contracting Officer and the Contractor. County funds shall not be obligated for:

1. Costs incurred prior to the date the Agreement becomes effective unless specifically authorized; or
2. Costs found to be ineligible or inappropriate pursuant to state law and/or applicable regulations.

C. Refunds.

The Contractor shall refund to the County any payment or partial payment expended by the Contractor or its Subcontractors which is subsequently found to be ineligible, inappropriate or illegal. Further, the Contractor shall refund to the County any funds remaining at the end of the period of performance.

D. Multiple Source Funding.

Projects funded by multiple sources, or from multiple funding years shall have relationships and procedures between funding sources clearly documented in the Budget.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2023.

Contractor must complete the tax status information for the business entity. Corporate name must exactly match that which is registered with the Internal Revenue Service.

☒ **CORPORATION:**

City of Sumner
Print Name of Corporation

Signature of Corporate Officer Date

Jason Wilson, City Administrator
Print name and Title of Authorized Signatory

91-6001282 277-000-014
EIN UBI

☐ **PARTNERSHIP:**

Name of Partnership

Authorized Signatory Date

Print name and Title of Authorized Signatory

☐ **SOLE PROPRIETORSHIP**

Business Name

Print Owner Name

Signature of Owner Date

Owner SSN/EIN

PIERCE COUNTY:

Approved:

Department Director Date

Approved:

Finance Date

Approved:

County Executive (over \$250,000) Date

Approved as to form only:

Deputy Prosecuting Attorney Date

ATTACHMENT 1

Public Benefit Agreement Budget
Agreement with: City of Sumner
Project: Ryan House Rehabilitation Project
FY23 AMOUNT: \$400,000

Capital Projects Budget

FUNDING/TIMELINE	Responsible parties, methods, means	Begin (Dates or periods)	End (Dates or periods)	Amount requested from PC Lodging Funds	Other funds committed -or- proposed	TOTALS
Design & Inspection	ARG Design & Feasibility Study - Past funding by PCLTAC	2019	2019		\$100,000	\$100,000
Other Consultants	AKANA Cost Estimate/MIG Landscape Design - Past funding by PCLTAC	2021	2021		\$25,000	\$25,000
Permits & Fees	Included in costs listed below for each part of renovation.					
Site Development & Landscape	MIG estimated at \$488,000. Future phase, no funding identified yet.	2024	2025		\$488,000	\$488,000
Buildings (new construction)						
Building Renovations (includes access)	Structural/Foundational; Roof & Joists; Exterior siding & paint; Mechanical, Electrical & Plumbing; Windows & Doors	2023	2023	\$400,000		\$400,000
Other (specify):	Porch renovation --funded by City of Sumner	2020	2020		\$20,000	\$20,000
Other (specify):	Remove false walls/paneling in cabin & assess further needs - funded by City of Sumner	2022	2023		\$125,000	\$125,000
Other (specify):	New ADA Door Access - funded by Port of Tacoma Local Economic Development	2022	2023		\$15,380	\$15,380
Other (specify):	Kitchen & bath remodel/addition; floors & interiors --Pending request for State of WA Heritage Capital Projects (HCP) grant*	2023	2025		\$304,635	\$304,635
TOTAL				\$400,000	\$1,078,015	\$1,478,015

RESOLUTION NO. 1650

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM PIERCE COUNTY**

WHEREAS, the city of Sumner applied for a Pierce County Lodging Tax Grant for the rehabilitation of the Ryan House; and

WHEREAS, Pierce County awarded the City a grant of \$400,000 towards the Ryan House Rehabilitation Project; and

WHEREAS, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

WHEREAS, it is in the City's interests to accept the grant funds and enter into any necessary grant agreements 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 Pierce County Lodging Tax grant and authorizes the Mayor to execute any necessary funding agreements, and any and all 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.

Section 3. Effective Date. This resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this 21st day of February, 2023.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

SUBJECT: Ryan House Historic Rehabilitation - Consultant Agreement

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: \$99,920

Within Budget Allocation: Yes

ATTACHMENTS:

1. WJE Consultant Contract

STAFF CONTACT: Drew McCarty, Engineering Assistant

SUMMARY BACKGROUND:

WJE was selected to provide consulting services for the Ryan House Rehabilitation (CIP 19-07) project through a qualification-based selection process. The contract was executed on 1/31/2023 in the amount of \$99,920. The scope includes construction documents, cost estimates, and construction management services for Phase 1 of the project. Phase 1 will include structural repairs, exterior upgrades & ADA accessibility.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/7/2023

COMMITTEE RECOMMENDATION: Information Only

STAFF RECOMMENDATIONS/MOTION:

Information Only

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

Wiss, Janney, Elstner Associates, Inc.

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Wiss, Janney, Elstner Associates, Inc., organized under the laws of the State of Washington, located and doing business at 960 South Harney Street, Seattle, WA 98108, 206-622-1441, Becky Wong (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 – Ryan House Rehabilitation (CIP 19-07). 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 \$99,920.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

VIII. INSURANCE. The Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, and/or its agents, representatives, or employees.

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

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

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

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 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: DocuSigned by: By: <u>Becky Wong</u> A54D18A5074E456... (signature) Print Name: <u>Becky Wong</u> Title: <u>Senior Associate</u> DATE: <u>1/30/2023 2:52 PM EST</u>	CITY OF SUMNER: DocuSigned by: By: <u>Kathy Hayden</u> 3420AB72F52C4FD... (signature) Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> DATE: <u>1/30/2023 12:28 PM PST</u> DocuSigned by: By: <u>Jason Wilson</u> 6007C00DBF964A7... (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> DATE: <u>1/30/2023 12:05 PM PST</u> Approved as to Form: Attest: <u>Michelle Converse</u> <u>Andrea Marquez</u> City Clerk City Attorney DATE: <u>1/30/2023 4:25 PM PST</u> DATE: <u>1/30/2023 11:54 AM PST</u>
NOTICES TO BE SENT TO: CONSULTANT: Becky Wong, PMP, Senior Associate Wiss, Janney, Elstner Associates, Inc. 960 South Harney Street Seattle, Washington 98108 206-622-1441 bwong@wje.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Drew McCarty, Engineering Assistant City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5719 drewm@sumnerwa.gov

EXHIBIT A

Wiss, Janney, Elstner Associates, Inc.
960 South Harney Street
Seattle, Washington 98108
206.622.1441 tel
www.wje.com

January 17, 2023

Ms. Drew McCarty
Engineering Assistant
City of Sumner
drewm@sumnerwa.gov

Proposal for Professional Design Services

Ryan House Rehabilitation
Revision 1
WJE No. 2022.7629

Dear Ms. McCarty:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this scope and fee proposal for the Ryan House Rehabilitation project located at 1228 Main Street in Sumner, Washington. We are excited for the opportunity to work with you and your team and appreciated the time discussing the project on Thursday, December 15, 2022. As requested, and to further expand upon our Statement of Qualifications, please find our proposed scope of services and associated fees for this project. I have enclosed each of our subconsultant's proposals for your reference as well. As mentioned in our Request for Qualifications (RFQ) response and interview presentation, our project design team (design team) is comprised of the following:

- WJE, lead architect and primary project contact: historic preservation, architectural, structural, and material finishes
- Design West Engineers (Design West), subconsultant: mechanical, electrical, plumbing, and fire protection
- MxM Landscape Architecture (MxM), subconsultant: landscape architecture
- NOVO Laboratory and Consulting Services Inc. (NOVO), subconsultant: hazardous materials
- O'Connor Construction Management, Inc (OCMI), subconsultant: cost estimating
- Vector Engineering, Inc. (Vector), subconsultant: civil and site engineering

The proposal has been revised to reflect the requested cost breakout by Phases with the understanding that Phase 1 work will encompass treatment to the building envelope and structural systems, Phase 2 work will include interior repairs and upgrades/alterations, and Phase 3 work would be focused on landscape. We understand the goal for this project is to get contractors engaged to start work on the house around May 2023, which will focus on Phase 1 repair work. A proposal for Phases 2 and 3 are provided in a separate document.

SCOPE OF SERVICES

Based on our understanding of the project and documents reviewed to date, we propose the following scope of services.



Phase 1 – Building Envelope and Structural Repairs

Task 1 – Kick Off and Document Review

Kick-Off Meeting. This phase would start with an in-person kick-off meeting with you and your team and other stakeholders. During this meeting, the WJE team, including representatives from each subconsultant, will be present to discuss project goals, approach, and requirements. The meeting is intended to be an open dialogue to ensure we understand your project goals and objectives, site access, project schedule, and City of Sumner (City) templates to be used for drawings and specifications.

Document Review. The design team will also review any available documents pertinent to this project that have not already been provided in the RFQ. Information can include documentation on the 1998 foundation work, past repairs, existing equipment information, or other items you believe important for us to consider as part of the design.

Task 2 – Site Survey and Structural Analysis

This phase would include three non-consecutive days of on-site time to complete documentation of the house for the rehabilitation design. The design team will utilize the 2019 as-built drawings provided to us to use as reference for onsite observations. The days will not be consecutive as this would also include targeted inspection openings (that will remove finishes in certain locations) for us to review the underlying structural components. We will coordinate all proposed inspection openings with you prior to performing such work. The design team will not repair any openings but will document these locations for repair in the construction documents for Phase 2. If any openings are performed at the exterior, WJE will coordinate with the City staff or City contractor to direct temporary weatherproofing repairs with permanent repairs to be designed in the construction documents.

During our site visits, we anticipate performing the following:

1. Perform a detailed exterior condition assessment on the property to capture changes to the preliminary conditions listed in the previous study by others and obtain repair quantities.
2. Perform unique detail documentation.
3. Perform targeted inspection openings to assess conditions and document the as-built structural components, which influences our structural analysis.

After the work described above is completed, we will issue a written report summarizing our findings (OPTIONAL). The report will also include a structural assessment of the existing structure to meet the requirements established in **Task 1**, including what specific structural work may be required. This report may provide a basis for adjusting the project approach as needed before transitioning into the development of construction documents. The report will be illustrated by photographs to describe conditions observed and provided electronically.

Task 3 – Construction Documents

The design team will utilize AutoCAD files (.dwg) provided by you from the 2019 study to develop design documents for the Ryan House Rehabilitation. Phase 1 focused on the exterior envelope and structural



systems. Draft construction documents will be submitted for your review and comment at 60 percent completion. Following resolution of comments from the 60 percent construction documents, the WJE team will progress on the design and issue a final 100 percent construction document set. Construction documents will include drawings, specifications, and cost estimate. We intend on providing technical specification sections for the following divisions:

- **Division 02 Existing Conditions** – selective demolition, etc.
- **Division 04 Masonry** – cleaning and repairs to mortar and brick (if needed) at chimneys and fireplaces.
- **Division 06 Wood** – structural frame repairs, wood trim/siding repairs.
- **Division 07 Thermal & Moisture Protection** – new integrated flashings for roofs, new cedar shingle roof assemblies (inclusive of new plywood sheathing, gutters, and downspouts), new roof and wall insulation, and joint sealants.
- **Division 08 Openings** – restoration of wood windows and door assemblies (inclusive of hardware and glazing). Installation of new storm windows.
- **Division 09 Finishes** – exterior coatings.

If the City of Sumner has specific templates or design guidelines, we would appreciate receiving this information prior to us authoring any design documents. In addition, we anticipate the City of Sumner will author Division 00 and 01 to complete the design package that can be assembled with our specifications into a Project Manual for bidding purposes.

Our drawings will include a detailed scope of work, updated code compliance narrative, floor and roof plans, elevations, wall sections, enlarged plans/elevations, window and door schedules, details to provide direction to the contractor without impacting means and methods. We have also budgeted for two one-hour conference calls to go over any comments you may have on the design for each submission.

Our construction documents (specifications and drawings) are to be used for permitting, bidding, cost estimation, construction, and consultation with required parties to ensure compliance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. We assumed that the City would submit for permitting and consultation with appropriate parties utilizing documents provided in this phase.

Task 4 – Bidding Support and Construction Period Services - Allowance

During this phase, the WJE team can work with the City during the bidding process to select a contractor to perform the work at the Ryan House. Our support can include answering Requests for Information (RFIs) that may be submitted during the bidding window, being present at site walks, and evaluating submitted bids. During construction, we typically support our clients by reviewing submittals from the contractor, participating in regular progress meetings, observing trial repairs or mockups, answering RFIs, and performing regular site visits and documenting our observations in written site visit reports that follow.



We can be available as needed during the construction phase of this project to help document and ensure the work follows the intent of the drawings and specifications as we are invested in the success of every project and retaining the historic environment.

As the estimated timeline for construction and qualifications for the selected contractor is not yet known, a budget for this phase is not included. As requested, we estimate a fee for this phase to range from \$20,000 to \$55,000 based on an assumption that construction for this phase will last three months and WJE would perform biweekly or weekly site visits and a corresponding site visit report documenting observations would be provided. In addition, for costs we assumed we would participate in one kick-off construction meeting, review fifteen submittals (not including resubmittals), and respond to five requests for information (RFIs). The cost for this phase can be refined once the selected contractor and construction timeline is known.

COMPENSATION

The WJE team proposes to perform the work for the scope of services described in Phases 1 through 3 above for a fixed fee of:

- Phase 1 – Building Envelope and Structural Repairs: **\$99,920** without presented options or **\$102,650** with optional 100 percent client comment and design meetings. See breakout in Table 1.

Our services will be performed at rates in effect at the time of work and in accordance with the current *Terms and Conditions for Professional Services*. Please note that fees may be reallocated within work scope phases depending on the extent of required involvement for each task. WJE current rates are shown in Table 2. Work will not be performed above the fee without prior authorization from the City of Sumner.

Phase 1 – Building Envelope and Structural Repairs

Table 1. Budget by Task – Phase 1

Task			Fee
Phase 1 – Building Envelope and Structural Repairs			\$5,100
Task 1 – Kick Off and Document Review			
WJE Breakout – Kick off meeting, document review, subconsultant coordination, and City contracting coordination.			
<i>Staff Title</i>	<i>Rate</i>	<i>Hours</i>	
Associate Principle (Architectural and Structural)	\$250	6	\$1,500
Senior Associate (Project & Sub Management/Preservation/Conservation and Structural)	\$225	16	\$3,600
Task 2 – Site Survey			\$30,095
WJE Breakout –			
Condition Assessment and Detail Documentation			
<i>Staff Title</i>	<i>Rate</i>	<i>Hours</i>	
Senior Associate (Preservation/Conservation and	\$225	30	\$6,750



Task			Fee
Structural)			
Associate III (Architectural/Engineering)	\$195	30	\$5,850
Inspection Openings			
<i>Staff Title</i>	<i>Rate</i>	<i>Hours</i>	
Senior Associate (Structural)	\$225	8	\$1,800
Structural Analysis			
<i>Staff Title</i>	<i>Rate</i>	<i>Hours</i>	
Associate Principal (Architectural and Structural)	\$250	10	\$2,500
Senior Associate (Structural)	\$225	16	\$3,600
Associate III (Architectural/Engineering)	\$195	16	\$3,120
Condition Assessment Summary Report			
<i>Staff Title</i>	<i>Rate</i>	<i>Hours</i>	
Associate Principal (Architectural and Structural)	\$250	4	\$1,000
Senior Associate (Preservation/Conservation)	\$225	7	\$1,575
Associate III (Architectural/Engineering)	\$195	20	\$3,900
Task 3 – Construction Documents			\$67,455
WJE Breakout –			
60 Percent Drawings			
<i>Staff Title</i>	<i>Rate</i>	<i>Hours</i>	
Principal (Architectural and Structural)	\$300	4	\$1,200
Associate Principal (Architectural and Structural)	\$250	20	\$5,000
Senior Associate (Preservation/Conservation and Structural)	\$225	40	\$9,000
CAD Technician	\$165	60	\$9,900
60 Percent Specifications			
Principal (Architectural and Structural)	\$300	4	\$1,200
Associate Principal (Architectural and Structural)	\$250	20	\$5,000
Senior Associate (Preservation/Conservation and Structural)	\$225	30	\$6,750
Meetings with Client			
<i>Staff Title</i>	<i>Rate</i>	<i>Hours</i>	
Senior Associate (Preservation/Conservation and Structural)	\$225	2	\$450
Associate III (Architectural/Engineering)	\$195	2	\$390
60 Percent Client Comment Incorporation			
Senior Associate (Preservation/Conservation and Structural)	\$225	4	\$900



Task	Fee		
CAD Technician	\$165	8	\$1,320
100 Percent Drawings			
<i>Staff Title</i>	<i>Rate</i>	<i>Hours</i>	
Principal (Architectural and Structural)	\$300	4	\$1,200
Associate Principal (Architectural and Structural)	\$250	10	\$2,500
Senior Associate (Preservation/Conservation and Structural)	\$225	20	\$4,500
CAD Technician	\$165	20	\$3,300
100 Percent Specifications			
Principal (Architectural and Structural)	\$300	4	\$1,200
Associate Principal (Architectural and Structural)	\$250	10	\$2,500
Senior Associate (Preservation/Conservation and Structural)	\$225	15	\$3,375
Meetings with Client (OPTIONAL)			
<i>Staff Title</i>	<i>Rate</i>	<i>Hours</i>	
Senior Associate (Preservation/Conservation and Structural)	\$225	2	\$450
Associate III (Architectural/Engineering)	\$195	2	\$390
100 Percent Client Comment Incorporation (OPTIONAL)			
Senior Associate (Preservation/Conservation and Structural)	\$225	4	\$900
CAD Technician	\$165	6	\$990
Cost Estimator – OCMI (see enclosed proposal for breakout)			\$5,040
Task 4 – Bidding Support and Construction Period Services - Allowance			\$20,000 to \$55,000
Phase 1, Tasks 1 through 3, TOTAL with Optional 100% Design Meetings			\$102,650
Phase 1, Tasks 1 through 3, TOTAL without Optional 100% Design Meetings			\$99,920

Table 2. Hourly Billing Rates

Professional Staff		Professional Support Staff	
Senior Principal	\$370.00	CAD/Senior Specialist	\$165.00
Principal	\$300.00	Specialist	\$145.00
Associate Principal	\$250.00		
Senior Associate	\$225.00	Senior Technician	\$125.00
Associate III	\$195.00	Technician II	\$110.00
Associate II	\$175.00	Technician I	\$95.00
Associate I	\$140.00		



Ms. Drew McCarty
City of Sumner
January 17, 2023
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CLOSING

Thank you for this opportunity to work on this exciting project with the City of Sumner. Please contact me if you have any questions regarding the proposed scope of services. If this proposal is deemed acceptable, please sign in the space provided below and return a copy to us. We will consider receipt of the signed proposal as our notice to proceed.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

A handwritten signature in black ink that reads 'Rebecca Wong'. The signature is written in a cursive, flowing style.

Rebecca Wong, PMP
Senior Associate

Enclosures:
Terms and Conditions for Professional Services

Description	Lump Sum
Schematic Design Estimate	\$7,970
Final Design Documents Estimate	\$7,480
Total	\$15,450

Project: Sumner House Renovation
Project SF: 3400 SF
Prepared by: Conor Clarke
Scope of Work: Schematic Design Estimate
Date: 22-Dec-22

Schematic Design Estimate Fee Proposal

ITEM		ACTIVITY & LEVEL OF EFFORT				COST		
REF #	DESCRIPTION	ESTIMATING	DATA ENTRY & REPORT	MGT / MTGS / SUPPORT	TOTAL	RATE CATEGORY	HOURLY RATE	TOTAL COST
		HR	HR	HR	HR		\$/HR	\$
2	Cost Model - Renovation							
	Demolition	4	2		6	COST MGR	\$ 155.00	\$ 930
	Envelope	6	4		10	COST MGR	\$ 160.00	\$ 1,600
	Interior fit out	4	2		6	COST MGR	\$ 160.00	\$ 960
	MEP systems	16	4		20	COST MGR	\$ 160.00	\$ 3,200
	Sitework / utilities	4			4	COST MGR	\$ 160.00	\$ 640
3	Follow up / Revisions / General Management			4	4	COST MGR	\$ 160.00	\$ 640
TOTAL COST		34	12	4	50			\$ 7,970

Project: Sumner House Renovation
Project SF: 3400 SF
Prepared by: Conor Clarke
Scope of Work: Final Design Documents Estimate
Date: 22-Dec-22

Final Design Documents Estimate Fee Proposal

REF #	ITEM	ACTIVITY & LEVEL OF EFFORT				COST		
	DESCRIPTION	ESTIMATING	DATA ENTRY & REPORT	MGT / MTGS / SUPPORT	TOTAL	RATE CATEGORY	HOURLY RATE	TOTAL COST
		HR	HR	HR	HR		\$/HR	\$
2	Cost Model - Addition							
	Demolition	2	2		4	COST MGR	\$ 187.00	\$ 748
	Envelope	4	2		6	COST MGR	\$ 187.00	\$ 1,122
	Interior fit out	4	2		6	COST MGR	\$ 187.00	\$ 1,122
	Specialties / equipment	2			2	COST MGR	\$ 187.00	\$ 374
	MEP systems	14	2		16	COST MGR	\$ 187.00	\$ 2,992
	Sitework / utilities	1	1		2	COST MGR	\$ 187.00	\$ 374
3	Follow up / Revisions / General Management			4	4	COST MGR	\$ 187.00	\$ 748
	TOTAL COST	27	9	4	40			<u>\$ 7,480</u>

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

Wiss, Janney, Elstner Associates, 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.

DocuSigned by:

Becky Wong

NAME

Senior Associate

TITLE

1/30/2023 | 2:52 PM EST

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: WWTF Access Platform & Piping Modifications - Construction Contract Award

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: \$100,648

Within Budget Allocation: Yes

ATTACHMENTS:

STAFF CONTACT: Drew McCarty, Engineering Assistant

SUMMARY BACKGROUND:

A Small Works Request for Bids was published on January 18th, 2023 for the WWTF Access Platform & Piping Modifications Project. This project will include the installation of the influent screen access platform and piping modifications needed for the water piping system to the existing screenings washer/compactor. The apparent low bidder was Aqua Tech with a bid amount of \$100,648.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/7/2023

COMMITTEE RECOMMENDATION: Information Only

STAFF RECOMMENDATIONS/MOTION:

Information Only

SUBJECT: Resolution No. 1648: TIB Grant Acceptance - Elm Street Sidewalk

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1648 TIB Grant Acceptance- Elm Street Sidewalk
2. TIB Grant Agreement - Elm Street
3. Project Funding Status Form - Elm Street

STAFF CONTACT: Andrew Leach, Public Works Manager, Michael Kosa, City Engineer

SUMMARY BACKGROUND:

The City of Sumner was awarded an Urban Active Transportation Program (ATP) grant from the Transportation Improvement Board (TIB) to improve pedestrian safety by constructing curb, gutter, curb ramps, and sidewalk on the north side of Elm Street between Wright Avenue and Bonney Avenue. The project will also install a flashing beacon at the crosswalk leading to Seibenthaler Park located at the intersection of Elm Street and Bonney Avenue. Other improvements will include minor roadway widening to accommodate curb and gutter, utility relocates, and stormwater improvements such as catchment conveyance.

This grant provides \$359,200 towards completion of the project. Acceptance of the grant requires the City to enter into a grant agreement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/7/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acceptance of \$359,200 in grant funds from the Washington State Transportation Improvement Board for use in the Elm Street Sidewalks project (CIP 23-02), and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

RESOLUTION NO. 1648

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING AN URBAN ACTIVE TRANSPORTATION PROGRAM GRANT FROM WASHINGTON STATE'S TRANSPORTATION IMPROVEMENT BOARD.

WHEREAS, the City of Sumner applied for an Urban Active Transportation Program grant from Washington State's Transportation Improvement Board (TIB) to design and construct the Elm Street Sidewalks Project; and

WHEREAS, TIB awarded the City a grant of \$359,200 towards the completion of the Elm Street Sidewalks Project;

WHEREAS, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

WHEREAS, it is in the City's interests to accept the TIB grant funds and enter into a Grant 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 Transportation Improvement Board grant and authorizes the Mayor to execute any necessary funding agreements, and any and all 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.

Section 3. Effective Date. This resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this 21st day of February, 2023.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney



City of Sumner
P-P-131(P03)-1
Elm Street Sidewalks
Bonney Ave to Wright Ave

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Sumner
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Elm Street Sidewalks, Bonney Ave to Wright Ave (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Sumner, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 65.0155 percent of approved eligible project costs up to the amount of \$359,200, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Project Funding Status Form

Agency Name **SUMNER**
Project Name: **Elm Street Sidewalks**
Bonney Ave to Wright Ave

TIB Project Number: **P-P-131(P03)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SUMNER	193,284	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	193,284	

Signatures are required from two different agency officials. Email a signed copy of this form to your TIB Engineer.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title

SUBJECT: Resolution No. 1649: TIB Grant Acceptance - Stewart Road Bridge Replacement

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1649 TIB Grant Acceptance- Stewart Road Bridge
2. TIB Grant Agreement - Stewart Road Bridge
3. Project Funding Status Form - Stewart Road Bridge

STAFF CONTACT: Michael Kosa, City Engineer, Drew McCarty, Engineering Assistant

SUMMARY BACKGROUND:

The City of Sumner was awarded an Urban Arterial Program (UAP) grant from the Transportation Improvement Board (TIB) to improve mobility by replacing the existing bridge over the White River, which is considered “functionally obsolete” and is operating at overcapacity due to the increasing traffic volumes using this corridor. Replacing this bridge is vital to providing the transportation infrastructure for development of the Sumner/Pacific Manufacturing Industrial Area.

This grant provides \$6,000,000 towards completion of the project. Acceptance of the grant requires the City to enter into a grant agreement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/7/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acceptance of \$6,000,000 in grant funds from the Washington State Transportation Improvement Board for use in the Stewart Road Corridor Completion: White River Bridge project (CIP 13-08), and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

RESOLUTION NO. 1649

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING AN URBAN ARTERIAL PROGRAM GRANT FROM WASHINGTON STATE'S TRANSPORTATION IMPROVEMENT BOARD.

WHEREAS, the City of Sumner applied for an Urban Arterial Program grant from Washington State's Transportation Improvement Board (TIB) to replace the Stewart Road Bridge; and

WHEREAS, TIB awarded the City a grant of \$6,000,000 towards the completion of the Stewart Road Corridor Completion: White River Bridge project;

WHEREAS, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

WHEREAS, it is in the City's interests to accept the TIB grant funds and enter into a Grant 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 Transportation Improvement Board grant and authorizes the Mayor to execute any necessary funding agreements, and any and all 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.

Section 3. Effective Date. This resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this 21st day of February, 2023.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney



City of Sumner
8-1-131(008)-1
Stewart Road White River Bridge
Butte Ave E to 140th Ave Ct E

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Sumner
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Stewart Road White River Bridge, Butte Ave E to 140th Ave Ct E (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Sumner, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 21.8600 percent of approved eligible project costs up to the amount of \$6,000,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Project Funding Status Form

Agency Name **SUMNER**
Project Name: **Stewart Road White River Bridge**
Butte Ave E to 140th Ave Ct E

TIB Project Number: **8-1-131(008)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SUMNER	2,189,970	
WSDOT	0	
Federal Funds	0	
Pierce County	4,260,000	
City of Auburn	150,000	
FMSIB	3,000,000	
FHWA	4,847,380	
NHFP	7,000,000	
TOTAL LOCAL FUNDS	21,447,350	

Signatures are required from two different agency officials. Email a signed copy of this form to your TIB Engineer.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title

SUBJECT: Stewart Road Bridge PSE Construction Agreement

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: 381,549.11 (includes 10% Contingency) Within Budget Allocation: Yes

ATTACHMENTS:

1. PSE Agreement
-

STAFF CONTACT: Michael Kosa, City Engineer, Drew McCarty, Engineering Assistant

SUMMARY BACKGROUND:

The Stewart Road corridor provides an important transportation link between West Valley Highway, East Valley Highway, and SR 167 from Auburn, Pacific, Bonney Lake, Pierce County, and Sumner. The existing bridge over the White River is considered “functionally obsolete” and is operating at overcapacity due to the increasing traffic volumes using this corridor. Replacing this bridge is vital to providing the transportation infrastructure for development of the Sumner/Pacific Manufacturing Industrial Area.

To complete the project, Puget Sound Energy (PSE) will need to relocate their existing overhead transmission and distribution power lines, as well as their existing gas line attached to the underside of the existing bridge. Their gas line is located in existing right-of-way and therefore will be relocated at no cost to the city under PSE's franchise agreement. Their two sets of overhead power lines are located with existing PSE easements, so the City will be required to pay for relocations at project expense.

PSE has provided an agreement and construction cost estimate to relocate the two power lines, which is subject to change due to construction requirements. The City has budgeted an additional 10% of the contract value as a contingency.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
--

MEETING/STUDY SESSION DATE: 2/7/2023

COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Puget Sound Energy, in an amount not-to-exceed \$381,549.11 for the Stewart Road Corridor Completion: White River Bridge (CIP 13-08), substantially in a form approved by the City Attorney.

FACILITY MODIFICATION/RELOCATION AGREEMENT

This Facility Modification/Relocation Agreement, dated as of this 10th day of November, 2022, is made by and between PUGET SOUND ENERGY, Inc., a Washington corporation and the City of Sumner, a municipal corporation of the State of Washington . The Company and the City of Sumner are sometimes referred to herein collectively as the “Parties”.

RECITALS

A. The Company owns and operates certain facilities: (i) White River-Stanwood 115 KV (PSE work order # 111027069), White River-Obrien 115 KV (PSE work order # 111027990) and distribution facilities attached to these transmission lines (such facilities are collectively referred to herein as “Facilities”). Some or more of the Facilities occupy and use existing easements.

B. The City of Sumner plans to construct improvements to replace Stewart Bridge which includes improvements from the corner of 140th thru Butte Ave. Some or more of the Improvements cross over, under, along, in, upon, and through the Right of Way. Project # WA14.0185.00, WA14.0185.01

C. The Improvements necessitate the modification and/or relocation of the Facilities. In connection with the Improvements, the City of Sumner has requested the Company to modify and/or relocate a portion or portions of the Facilities to ensure proper operating clearances are maintained between such Facilities and the Improvements in accordance with prudent utility practices (“Relocated Facilities”). Acquisition of additional and/or new operating rights sufficient for the Facilities (including the Relocated Facilities) may also be necessary.

D. The Parties desire to enter into this Agreement to govern the engineering, design, construction and installation of the Relocated Facilities.

AGREEMENT

Now, therefore, the Parties agree as follows:

1. Facilities Modification

1.1 Scope of Work

The following is the scope of work for the Relocated Facilities: Replace, relocate and remove transmission & distribution poles/ primary and service wires/guy wires. The design for the Work will meet the Company's engineering design standards and all required approval by government authorities.

1.2 Obligations of the City of Sumner

The City of Sumner shall coordinate with the Company concerning the design and construction of the Improvements and the Relocated Facilities, and shall, at its expense, surveying, alignment, grading, trenching, bare conduit, restoration, acquire necessary easements in PSE's behalf and apply for the necessary environmental permits.

1.3 Obligations of the Company

The Company shall coordinate with the City of Sumner concerning the design and construction of the Relocated Facilities and the Improvements and shall design and perform the Work, except for any of the Work to be performed by the City of Sumner.

1.4 Work Schedule

Prior to the commencement of the Work, the Company and the City of Sumner shall mutually agree upon a schedule that sets forth milestones for completing the Work ("Work Schedule"). The Work Schedule may be revised from time to time by mutual agreement of the Parties.

The Company and City of Sumner shall perform the Work in accordance with the Work Schedule, provided, however, that the ability of the Company to perform the Work is subject to any and all conditions placed upon the Company by governing jurisdictions. The Parties acknowledge that delays caused by any jurisdictional agency or property

owner from whom permits, easements, and other operating rights are required may occur. So long as the Company exercises reasonable effort to perform the Work in accordance with the Work Schedule, the Company shall not be liable to the City of Sumner (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising in connection with the Work Schedule.

1.5 Ownership of Facilities

The Company shall own, operate, and maintain all Relocated Facilities installed pursuant to this Agreement.

1.6 Permits

The Parties acknowledge that the governing jurisdictions require the Company to secure the following permits prior to commencement of the construction necessary to complete the Work: City of Sumner right of way permits

1.7 Right of Way

The Facilities lie within Right of Way specifically described in documents recorded under Auditor's File Number(s) (existing easements) [AFN 200008100778](#), [AFN 201912190497](#), [AFN 200107190640](#). The Parties acknowledge that additional and/or replacement operating rights are required for the Relocated Facilities, which affects the real property listed as parcel #'s 042001-2-025, 042001-2-022 & 2-024, 042001-2-019 , 042001-2-024 , 049540-040-1

2. Costs

2.1 General

The City of Sumner shall be responsible for, and shall reimburse the Company for, all Costs and Expenses necessarily incurred for or allocable to the Work. For the purposes of this Agreement, "Costs and Expenses" shall include, without limitation, any and all direct or indirect costs necessarily incurred or reasonably allocated to this Agreement or its performance, including, but not limited to, the cost of labor, personnel, consultants, attorneys and other professionals, travel, printing, supplies, taxes, permits, approvals, assessments, inspections, tests, transportation, material, supplies, equipment, tools, utilities, services, rental charges, consumables, premium for bonds or insurance,

disposal costs, overhead, administration and general expenses, and any other charges authorized by applicable tariffs.

2.2 Payment

Upon completion of the Work to be performed by the Company pursuant to paragraphs 1.1 and 1.2 above the Company shall deliver to the City of Sumner a written statement of the actual Costs and Expenses to design and perform the Work. Within thirty (30) days after the receipt of such statement, the City of Sumner shall remit to the Company a payment equal to the amount of the actual Costs and Expenses.

2.3 Estimate of Costs and Expenses

As of the date of this Agreement, the estimate for all Costs and Expenses to perform the Work in accordance with this Agreement is --**STARWOOD 115KV LINE & DISTRI UNDERBUILT** Two Hundred Twelve thousand five hundred six dollars & forty three cents (\$212,506.43) **OBRIEN 115KV LINE-** One hundred thirty four thousand three hundred fifty six dollars and forty cents (\$134,356.40). This Estimate does not affect or limit the recoverability by the Company of any actual Costs and Expenses in excess thereof.

The Parties further agree that the foregoing Estimate is subject to change for reasons that include, but are not limited to, the following:

- a) the City of Sumner revises its construction plans for the Improvements in a manner that requires the Company to revise its construction plans for the Relocated Facilities (“Revision”); or
- b) the City of Sumner (or its agents, servants, employees, contractors, subcontractors, or representatives) cause delays in the Company’s installation of the Relocated Facilities; or
- c) Construction has not started within ninety (90) days from the date of this Agreement.

2.4 Change Order Proposals

If the estimated Costs and Expenses for a Revision are greater than 10% of the Estimate herein, the Company shall require the City of Sumner to sign a Change Order Proposal describing the Revision and the estimated Costs and Expenses associated with

said Revision. The City of Sumner shall be responsible for, and reimburse the Company for, the actual Costs and Expenses of the Revision pursuant to paragraphs 2.1 through 2.3.

2.5 Costs Upon Termination of Work

In the event that the City of Sumner cancels the Improvements or the Work to be performed under this agreement, the City of Sumner shall reimburse the Company for all costs reasonably incurred by the Company in connection with the Work prior to the date the Company is notified by the City of Sumner in writing of such cancellation.

3. Limitation of Liability

The Company's liability in connection with the work hereunder shall be limited to property damages or personal injuries caused by the intentional or negligent acts of the Company, its employees or agents, limited to the extent of negligence attributable to the Company, its employees or agents. In no event shall the Company be liable for any consequential, indirect, special, or incidental damage, nor shall the Company be liable for injuries or damages of any kind that arise from causes beyond the control of the Company, including but not limited to acts of God, weather, labor disputes, procurement delays, delays in plan or permit approvals, or other third party actions.

4. Indemnity

The City of Sumner releases and shall defend, indemnify, and hold the Company harmless from all claims, losses, harm, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) caused by, arising out of, or in connection with the performance of the City of Sumner's duties under this Agreement. During the performance of such activities the City of Sumner's employees shall at all times remain employees of the City of Sumner

The Company releases and shall defend, indemnify, and hold the City of Sumner harmless from all claims, losses, harm, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) caused by, arising out of, or in connection with the performance of the Company's duties under this Agreement. During the performance of such activities the Company's employees shall at all times remain employees of the Company.

In witness whereof, the parties have executed this Agreement as of the date set forth above.

CITY OF SUMNER

PUGET SOUND ENERGY, INC.

By

By

Luanne Yu

Signed:

Signed: 11/10/2022

Draft



FACILITY CONVERSION/MODIFICATION BILLING DETAIL

To: CITY OF SUMNER
1104 MAPLE ST # 260

SUMNER, WA 98390

Attn: MICHAEL KOSA

Project Description: CITY OF SUMNER STEWART BRIDGE RELOCATE (OBRIEN 115 KV- PSEORDER # 111027990)

Location:

PSE Project Manager: LUANNE YU

Scope of Work

ALL WORK NECESSARY FOR THE RELOCATION/REPLACEMENT OF TRANSMISSION LINES White River-OBRIEN

Activity: PSE Order #:	PSE Design Cost		PSE Construction Cost Estimate		Customer Installed Duct and Vault		Change Orders	
	Customer Cost	100%	Customer Cost	100%	PSE Cost Share	60%		
PSE Materials				\$24,495.94			Customer Obligation	\$0.00
PSE Construction Labor			\$	\$2,325.34			PSE Obligation	\$0.00
PSE Project Management		\$8,079.01						
PSE Inspection								
PSE Overheads		\$9,366.81		\$29,604.78				
Federal Income Tax		\$1,476.61		\$9,007.90				
Total Actual Costs:		\$ 18,922.43		\$ 115,433.96		0		
TOTAL PROJECT VALUE:							\$134,356.40	
CITY OF SUMNER Obligation Incl/CO's:							\$134,356.40	
CITY OF SUMNER Credit for D+V:							\$0.00	
PSE Billable Amount to Customer							\$134,356.40	

Date: 4/5/2018



FACILITY CONVERSION/MODIFICATION BILLING DETAIL

To: City of Sumner
1104 Maple St # 260
Sumner WA 98390

Scope of Work

ALL WORK NECESSARY FOR THE RELOCATION/REPLACEMENT OF TRANSMISSION LINES White River-Stanwood 115 KV, AND DISTRIBUTION LINES WITHIN EASEMENT

Attn: Michael Kosa

Project Description: Location: CITY OF SUMNER STEWART BRIDGE RELOCATE (PSE
ORDER # 111027069)
PSE Project Manager: LUANNE YU

Activity: PSE Order #:	PSE Design Cost		PSE Construction Cost Estimate		Customer Installed Duct and Vault		Change Orders	
	Customer Cost	100%	Customer Cost	100%	PSE Cost Share	60%		
PSE Materials				\$26,764.12			Customer Obligation	\$0.00
PSE Construction Labor				\$93,854.15			PSE Obligation	\$0.00
PSE Project Management		\$13,776.50						
PSE Inspection								
PSE Overheads		\$15,972.69		\$45,556.01				
Federal Income Tax		\$2,517.97		\$14,064.99				
Total Actual Costs:		\$32,267.16		\$180,239.27		0		
TOTAL PROJECT VALUE:							\$212,506.43	
							\$212,506.43	
							\$0.00	
PSE Billable Amount to Customer							\$212,506.43	

Date: 4/5/2018

SUBJECT: Biosolids Equipment Modernization Project - Design Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$699,950

Within Budget Allocation: Yes

ATTACHMENTS:

1. Supplement #2
-

STAFF CONTACT: Michael Kosa, City Engineer

SUMMARY BACKGROUND:

The City of Sumner, in conjunction with the City of Bonney Lake, operates a Wastewater Treatment Facility (WWTF) that produces a Class A Biosolid that allows for a relatively cost effective disposal of biological waste materials from the WWTF process. The dryer used in the creation of the Class A biosolid is approaching the end of its service life.

Gray and Osborne Inc. (G&O), was selected to provide consulting services through a qualification-based selection process. The consultant has completed a conceptual facility plan and is ready to begin final design. Once final design is complete, the City will have the necessary contract drawings and specifications to advertise for bids and move forward with the dryer procurement and final installation of the new dryer and associated biosolids components. Additionally, there are expenses from a field visit completed jointly by City of Sumner and G&O staff that are captured in this amendment.

The original agreement amount for preliminary design was \$79,600. Supplement #1 was a no-cost supplement executed in December 2022 to extend the agreement expiration date only. This is Supplement #2 of the design agreement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/7/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Gray and Osborne's Consultant Services Contract for the WWTF Biosolids Modernization Project (CIP 21-17), increasing the contract amount by \$699,950 to a total authorized amount not-to-exceed \$779,550, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 2

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Gray & Osborne, Inc.**

CONTRACT NAME & PROJECT NUMBER: **WWTF Equipment Modernization (CIP 21-17)**

ORIGINAL AGREEMENT DATE: **January 25, 2022**

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

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

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

See attached Exhibit A & Exhibit B.

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

Original Contract Sum, <i>including applicable WSST</i>	\$79,600.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$N/A
Current Contract Amount <i>including all previous amendments</i>	\$79,600.00

Current Amendment Sum	\$699,950.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$779,550.00

Original Time for Completion (insert date)	12/31/2022
Revised Time for Completion under prior Amendments (insert date)	12/31/2024
Add'l Days Required (±) for this Amendment	365 calendar days
Revised Time for Completion (insert date)	12/31/2025

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

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

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

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

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

EXHIBIT A

SCOPE OF WORK

CITY OF SUMNER BIOSOLIDS EQUIPMENT MODERNIZATION PROJECT ENGINEERING DESIGN SERVICES

The services to be furnished by Gray & Osborne under this contract include the necessary engineering tasks for the design of the Biosolids Equipment Modernization Project at the Wastewater Treatment Plant (WWTP) for the City of Sumner. Gray & Osborne, Inc. will provide the necessary civil, mechanical, structural, architectural, and electrical design to adequately show and describe all new facilities and improvements and modifications to the existing WWTP. The design of the new facilities will be consistent with the recommendations presented in the *Draft Wastewater Treatment Plant Facility Plan Amendment No. 3, City of Sumner* (January 2023). The scope of these services will include Project Management (Task 1), preparation of specifications for the procurement of the biosolids drying equipment (Task 2), engineering design services for the Biosolids Equipment Modernization Improvements (Task 3), Environmental Documentation and Permitting (Task 4), Air Emissions Permitting (Task 5) and Quality Assurance/Quality Control (Task 6). The specific tasks in the scope of work for this project are described more fully below. The cost proposal for these services is presented in Exhibit “B”.

Bid and award services are not included as part of this scope. These services will be furnished separately as part of the future construction services scope of work.

BACKGROUND

The elements of this project are identified in the *Biosolids Dryer Alternatives Analysis and Selection Technical Memorandum* (December 2022) and the *Draft Wastewater Facility Plan Addendum 3* (February 2023). These improvements will generally include, but not be limited to the following items:

1. Biosolids Dryer Replacement
 - a. Design a new expansion to the existing Solids Handling Building to house the new biosolids drying equipment, including the thermal fluid heater, biosolids dryer, dried biosolids screening, cooling and conveyance systems. The building expansion will be a single-story structure, equal in height to the existing Solids Handling Building and will be separated into two rooms. One room will house the biosolids dryer, dried biosolids screening, cooling and conveyance equipment, while the other room will house the thermal fluid heater.

- b. The new building expansion will be located on the south side of the existing biosolids haul truck loading bay, in the location of the existing canopy/roof structure, which will require demolition of the existing canopy/roof structure. A new roof will also be designed to cover the open area between the existing Solids Handling Building and new building expansion to the west of the biosolids haul truck loading bay.
 - c. Design the installation of a new continuously fed, indirect biosolids dryer to dry anaerobically digested dewatered biosolids to greater than 90 percent solids, meeting Class A exceptional quality biosolids criteria. The dryer that will be used as the basis of design will be selected via a pre-procurement bidding process and have an evaporative capacity of at least 1,640 lb/hr and a design wet sludge feed rate of 2,100 lb/hr assuming a dewatered cake solids concentration of 20 percent.
 - d. Design the installation of a new 2.5 MMBTU/hr thermal fluid heater capable of utilizing a mixture of digester gas and natural gas.
 - e. Design the installation of dried biosolids conveyance, cooling and screening systems, including recycle of fines and separation of oversize particles.
 - f. Design a bridge crane for the dryer room to facilitate maintenance of the drying equipment.
2. Biosolids Storage Hopper and Dewatered Biosolids Conveyance Modifications
- a. Design the necessary revisions to the existing 50 cubic yard dewatered biosolids storage hopper and conveyors. These modifications are anticipated to include replacement of the existing sludge hopper auger drive motors with new VFD rated motors and the installation of new VFDs to allow the output of these conveyors to be modulated to meet the feed sludge flow rate to the biosolids dryer. Design the necessary revisions or replacement of the existing dryer conveyor to all this conveyor to discharge to the hopper of the new dewatered cake pump(s).

- b. Design the installation of new multi-stage progressing cavity cake pumps(s) to convey dewatered cake to the inlet of the new biosolids dryer.

3. Thickening and Dewatering Polymer Systems

Design the installation of two new automatic polymer preparation/dilution systems to be located in the existing Solids Handling Building in roughly the same location as the existing Fenton dryer. One new polymer system will provide polymer to the new waste activated sludge thickener and will be relatively small system capable of using only emulsion polymer and will not include mixing and aging tanks. The second new polymer system will serve the dewatering operations and will be capable of utilizing either emulsion or dry polymers. This system will include a polymer mix tank, a polymer transfer pump, a polymer aging/feed tank and a post-dilution/polymer feed skid. This polymer system will also be provided with a frame and hoist system to allow utilization of super sacs. This work also includes the demolition of the existing dewatering polymer system.

4. Waste Activated Sludge (WAS) Thickening System

Design the installation of new waste activated sludge (WAS) thickening system in the existing Solids Handling Building. This will involve the design of all mechanical, electrical and control systems for a new rotary screen thickener and the associated thickened WAS pumps. This will also involve the demolition of the existing dissolved air floatation thickener (DAFT) and associated equipment, polymer systems, thickened waste activated sludge pumps that are currently located in Equipment Building 2.

5. Digested Sludge Grinder System

Design the installation of a new in-line sludge grinder on the suction side of the existing digester recirculation pumps. This design shall include piping that will allow the sludge grinder to be bypassed when it is taken out of service for maintenance.

6. Digested Sludge Pump Modifications

Replace the existing gear reducers and drives on the two existing digested sludge pumps to increase the capacity of these pumps and bring them into alignment with the capacity of the larger of the two centrifuges.

7. Future Biosolids Hydrolysis System

The design of the Solids Handling Building improvements shall accommodate the installation of a chemical waste activated sludge hydrolysis system at a future date. It is recommended that this system be piloted prior to installation to ensure that it performs as anticipated, prior to purchase and installation.

8. Solids Handling Building Restroom

Design the installation of a new restroom in the Solids Handling Building to provide staff working in this area easy access to restroom facilities. Work with treatment plant staff to determine the optimal location for these facilities.

9. Sludge Haul Truck Loading Bay Modifications

Design revisions to the haul truck loading system to minimize dust generation and automate load distribution in the haul truck bed/container. These modifications will also include load cells or scales to accurately monitor the weight and distribution of the biosolids in the haul truck bed.

10. Odor Control System Modifications

Design the modifications to the existing odor control system that are required to remove foul air from the off gas from the new biosolids drying equipment. Given that the off-gas flow rate from the new biosolids dryer will be significantly lower than the flow rate from the existing dryer, as will the temperature of the off gases, these revisions are expected to include additional duct work and system balancing.

11. Digester Gas Compressor and Treatment System

Design the installation of a new digester gas compressor and treatment system. The digester gas compressor system will be designed to boost the digester gas pressure to allow it to be blended with natural gas and utilized as a fuel source in the new thermal fluid heater for the biosolids drying operation. The digester gas treatment system will be a hydrogen sulfide scrubber designed for the removal of hydrogen sulfide from the digester gas prior to either being utilized in the thermal fluid heater or flared in the waste gas burner.

12. Waste Gas Burner

Design the installation of a new 4-inch enclosed waste gas burner with a rated capacity of approximately 5,000 cubic feet per hour. The new waste gas burner will have a greater capacity than the existing flare and will meet all applicable Puget Sound Clean Air Agency (PSCAA) regulations.

13. Process/Yard Piping

Design and layout all new and relocated/modified process and yard piping, including drains, potable water, natural gas, digester gas, non-potable water and stormwater piping.

14. Electrical Systems

- a. Design power distribution, controls and instrumentation systems for all modified and new treatment plant components. Design switchgear, motor control centers, control panels, cables, conduit, junction boxes, control stations, heat tracing, and instruments to accommodate the new and modified treatment components and building equipment. New motor control equipment will be installed either in the existing Solids Handling Building Electrical Room or in the existing generator room that will be repurposed into a new electrical room as part of this project.
- b. Design PLC and HMI equipment upgrades to integrate with existing control systems. This scope of work does not include PLC and HMI programming.
- c. Design a new diesel generator to provide standby power to the portions of the liquid stream system that are powered from the Solids Handling Building and to critical solids handling components. The new generator will be housed in its own weather proof acoustic enclosure, will be equipped with a sub-base fuel tank and will be located roughly in the location of the existing diesel fuel storage tank, that will be demolished as part of this project.

15. Site Work

- a. Design new asphalt areas, fencing, and site drainage as needed.
- b. Provide landscaping and irrigation design for the new areas of the treatment plant site consistent with existing landscaping features.

SCOPE OF WORK

The specific tasks in the scope of work for this project are described below.

Task 1 – Project Management

During the course of the design work, Gray & Osborne’s Principal-in-Charge and Project Manager will supervise the design team, coordinate with City Public Works staff, allocate resources, and manage the quality assurance/quality control (QA/QC) program. Periodic meetings with City staff will also be scheduled and conducted. The schedule will be coordinated with the appropriate government agencies.

Task 2 – Biosolids Drying Equipment Procurement Specifications and Contract Documents

Subtask 2-A – Preparation of Biosolids Drying Equipment Contract Documents

Concurrently with beginning on the design of the other elements in the project scope, Gray & Osborne will prepare technical specifications and contract documents to allow the City to pre-purchase the biosolids drying equipment for this project. The specified equipment will include the indirect biosolids dryer, thermal fluid heater, final product screening, cooling and conveying systems, and all related controls and automation. These documents will include provisions to allow the City to assign the procurement contract to the Contractor for supply, installation and start-up and warranty services. Based on the recommendations in the *Biosolids Dryer Alternatives Analysis and Selection Technical Memorandum* (December 2022), two manufacturers will be allowed to bid. These two manufacturers will be Andritz Separation Inc. and Komline-Sanderson Corporation.

Subtask 2-B – Submittals

1. Submit four copies of the draft procurement contract and specifications to the City for review and comment. Respond to review comments and incorporate revisions in the final contract documents.
2. Provide four hard copies and one electronic copy on CD in PDF format of the final procurement contract and specifications to the City.
3. Assist the City with evaluating the bids received based on comparable equipment provided by the manufacturer and provide a letter of award recommendation to the City.

Task 3 – Biosolids Equipment Modernization Improvements Final Design Services

This task will advance the design from the predesign level of completion outlined in the *Draft Wastewater Facility Plan Addendum 3* (February 2023) to the final level of completion for solicitation of bids from qualified construction contractors. Design work shall include all necessary civil, mechanical, structural, architectural, electrical design, project management, and quality assurance/quality control (QA/QC) to adequately show and describe all improvements and modifications to the WWTP, as described below. Plans, specifications, and cost estimates for the work will be prepared in a format for public bid and use by general contractors to perform the required work.

The general scope of design work shall include the following tasks:

Subtask 3-A – Site Visits

Conduct site visits and determine as-built conditions. Gather record drawings, specifications, and other documentation on the existing facility. Discuss project requirements with City Public Works staff.

Subtask 3-B - Geotechnical

Review previous geotechnical studies and provide recommendations for the design of building and structure foundations. Based on the scope of the project it has been assumed that no field exploration of the project areas will be required.

Subtask 3-C – Plans, Specifications, and Cost Estimates

Prepare draft plans, specifications, and cost estimates for the WWTF improvements to approximately 50 percent (cost estimate and plans only), 90 percent (cost estimate, plans and specifications), and 100 percent/final (cost estimate, plans and specifications) levels of completion for review by the City. Include the following items in the engineering documents:

1. Site drawing showing project location.
2. Civil drawings showing location, contours, grading, site work, drainage, retaining walls, road improvements, water supply, natural gas supply, landscaping, and fencing.
3. Mechanical drawings and details including dewatering system feed pumps, dewatered cake pumps, digested sludge grinder, thickening and dewatering polymer systems, waste activated sludge thickener and thickened sludge pump, biosolids drying equipment, dried biosolids screening equipment, thermal fluid heater, conveyors, biosolids haul truck scales, digester gas treatment and booster

equipment, waste gas burner, piping and valve installation, hoists, water supply, natural and digester gas supply, heating and ventilation of the new structures, and other miscellaneous details.

4. Electrical drawings and details including site plans, switchgear, transformers, motor control centers, control panels, electrical disconnects, lighting, telemetry, instrumentation, cable and conduit, single-line diagrams, elementary diagrams, loop diagrams, PLC I/Os, and computer system block diagrams.
5. Structural drawings and details, including the expansion to the existing solids handling building, modifications to the existing solids handling building and haul truck loading bay, and other structures, including all associated building slabs, footings, and foundations.
6. Architectural drawings showing exterior elevations, materials, finishes, and details for all new buildings.
7. Landscape design drawings, including plantings required to match existing conditions.

Subtask 3-D - Meetings

Meet with City staff to review project progress, discuss project issues, and provide design information. Prepare meeting minutes detailing the issues discussed and distribute copies to all members of the project team, along with a list of meeting attendees. A total of 12 (approximately monthly) meetings are assumed.

Subtask 3-E – Submittals

Provide services for preparation of submittals for document review and approval. The following submittals shall be provided to the City and the appropriate agencies for review and approval.

1. City of Sumner – Plans and cost estimate at 50 percent completion; plans, specifications and cost estimate at 90 percent completion; and plans, specifications and cost estimate at 100 percent completion (final). Provide four hard copies and one electronic copy in PDF format to the City. Respond to review comments and incorporate revisions into the final design.
2. Washington State Department of Ecology – Plans and specifications at 90 percent completion for review and comment and final plans and specifications with comments incorporated.

Task 4 –Environmental Documentation and Permitting

Subtask 4-A – Permitting

Provide the following permitting services:

1. State Permitting
 - a. Potential use of a State Revolving Fund Loan from the Department of Ecology will require State Environmental Review Process (SERP) documentation, which includes preparation of a State Environmental Policy Act (SEPA) Checklist, alternatives analysis and financial impacts analysis as documented in the *Wastewater Facility Plan Addendum 3*, and an adequately advertised public hearing to discuss environmental impacts, rate impacts and environmental benefits of the proposed project. We have assumed 40 hours for this work.
 - b. Construction Stormwater Permit (Department of Ecology). We have assumed 8 hours for this work
2. Local Permitting
 - a. Shoreline Substantial Development Permit. We have assumed 20 hours for preparation of the permit application and presentations to the Hearing Examiner.
 - b. Building Permit. We have assumed 8 hours for preparation of the permit application.

Subtask 4-B – Cultural Resources Report

Consult with Department of Archeology and Historical Preservation and any concerned Tribes and perform a cultural resources survey for the project site to establish whether cultural resources exist and if mitigating measures will have to be included in the design. The cultural resources report will be completed in accordance with the National Historic and Preservation Act, Section 106, and will be submitted to the Department of Archeology and Historic Preservation for consultation in accordance with Section 106. The completed report will be submitted to the City and Ecology. We have assumed that no excavation monitoring will be required and have not included excavation monitoring it the scope of design services.

Task 5 – Air Emissions Permitting

The initial task will be to arrange a preapplication meeting with PSCAA to review the project and attempt to obtain guidance on the scope of the applications. Key issues will be to:

- Obtain guidance about whether the updated solids management facilities are included with the wastewater collection treatment and treatment exemption in Regulation 1, §6.03.
- Determine the scope of the BACT evaluation for the WGC and the thermal fluid heater.

Based on available process flow information, identify emissions units. Using applicable emission factors and operating rates, prepare a project emissions inventory.

After completing the emissions inventory, summarize applicable air emissions requirements based on the emissions units identified, estimated emissions, and applicable regulatory requirements.

Prepare a preliminary Best Available Control Technology (BACT) assessment. All new or modified emissions sources are required to use Best Available Control Technology (BACT) to reduce emissions rates, regardless of emissions limits and standards. BACT analysis is conducted by PSCAA during project permitting review. Applicants are generally required to provide information needed by PSCAA for BACT review. Although BACT is determined by PSCAA, permitting is aided if the applicant provides a preliminary BACT analysis as part of the NOC submittal.

We assume low emissions equipment is selected and that it will be accepted by PSCAA as BACT for combustion emissions except SO₂. For SO₂, a preliminary BACT assessment will be included in the application and will provide information on 50 percent, 90 percent, and 99 percent removal of H₂S from the biogas, on both hourly and annual bases. We also assume that emissions of all TAPs will be less than SQERs.

After completing the emissions inventory and applying BACT, we will conduct dispersion modeling to assess potential impacts to air quality. For criteria air pollutants, the modeling evaluation will be a Significant Impacts Analysis, in which predicted incremental ambient impacts from the project are compared with allowable significant impact levels (SILs). If Project impacts are less than all SILs, then no further ambient impacts analysis is needed.

Modeling will be conducted using the AERMOD model (Version 21112 or more recent). AERMOD is EPA's preferred dispersion for industrial air source permitting. AERMOD uses input data prepared by the AERMINUTE, AERMET and AERMAP pre-processor

programs; AERMET and AERMAP produce the input files for meteorological data and terrain characteristics, respectively.

Prior to conducting modeling, we will review modeling procedures and assumptions with PSCAA and the Washington Department of Ecology, as appropriate.

Prepare a notice of construction (NOC) application for submittal to PSCAA. The NOC application will be prepared in draft for review by the City. After receipt of comments, we will prepare a final version of the NOC application for submittal to PSCAA. Payment of all permitting fees will be the responsibility of the City.

Task 6 – Quality Assurance/Quality Control

Oversee quality assurance/quality control reviews of engineering products to include design and constructability reviews, risk management assessment, and identification and review of critical-path items.

SCHEDULE

Assuming a project start date towards the end of February 2023, the following project schedule for the major milestones is proposed.

Submit draft procurement specifications to the City	End of March 2023
Submit Final Procurement Specifications to the City and Advertise for Bid.....	Early April 2023
Open Biosolids Drying Equipment Bids.....	Late April 2023
Submit 50 Percent Plans and Cost Estimate to the City	Late of August 2023
Submit 90 Percent Plans and Specifications to City and Ecology	Early October 2023
Submit Final Plans and Specifications to City and Advertise for Bid	Early February 2024
Open Bids	Early March 2024

BUDGET

Based on the Scope of Work described above, the fee for design services is \$683,500, as shown in Exhibit B.

EXHIBIT A

SCOPE OF WORK

CITY OF SUMNER WASTEWATER FACILITIES PLAN ADDENDUM WWTF BIOSOLIDS MONDERIZATION PROJECT CONTRACT AMENDMENT

FLOW AND LOAD PROJECTION UPDATES AND DRYER INSTALLATION SITE VISITS DECEMBER 21, 2022

The scope of these services are in addition to the previous scope of work for preparing the Wastewater Facilities Plan Addendum, dated December 2022, and include updating the flow and load projections in the *2020 Sanitary Sewer Comprehensive Plan* (BHC Consultants) and a four day trip to visit four existing dryer installations. The services to be furnished by Gray & Osborne are more fully described below in the scope of work.

SCOPE OF WORK

Task 1 – Update Flow and Load Projections

When scoping this project, it was assumed that the flow and load projections presented in the *2020 Sanitary Sewer Comprehensive Plan* (BHC Consultants) would be utilized to estimate the design year the existing treatment facility will reach capacity, which was expected to be beyond the 20-year planning period. After further review of these flow and load projections and more recent flow and load data, it was determined that the flow and load projections needed to be updated for the *Wastewater Treatment Facility Final Comprehensive Facility Plan Addendum 3*. This task includes the additional work to update the flow and load projections.

Task 2 – Site Visits to Existing Dryer Installations

Given the importance of selecting the most reliable and cost-effective dryer equipment for this project, it was deemed appropriate to visit four existing dryer installations in Wisconsin. This task includes 32 hours for the trip and expenses for the consultant and City staff.

BUDGET

Based on the Scope of Work described above, the fee for design services is \$16,450, as shown in Exhibit B.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Sumner - WWTP Biosolids Equipment Modernization Project Design Services

Tasks	Project Manager Hours	Civil Engineer Hours	Mechanical Engineer Hours	Senior Structural Engineer Hours	Structural Engineer Hours	Architect Hours	Environmental Technician/ Specialist Hours	AutoCAD/ GIS Technician/ Engineer Intern Hours
1 Project Management	100							
2 Biosolids Drying Equipment Procurement Specifications and Contract								
A. Preparation of Biosolids Drying Equipment Contract Documents	24	68						
B. Submittals	4	12						
3 Biosolids Equipment Modernization Improvements Final Design Services								
A. Site Visits	8	8	8		8			
B. Geotechnical	4				4			
C. Plans, Specifications, and Cost Estimates	260	740	120	100	240	120		932
D. Meetings	24	24						
E. Submittals	4	8						
4 Environmental Documentation and Permitting								
A. Permitting	16	8					72	
B. Cultural Resources Report	4							
5 Air Emissions Permitting	16	24						
6 Quality Assurance/Quality Control	12	12	8	12	12	8		12
Hour Estimate:	476	904	136	112	264	128	72	944
Fully Burdened Billing Rate Range:*	\$140 to \$235	\$115 to \$155	\$115 to \$155	\$140 to \$210	\$123 to \$185	\$140 to \$210	\$93 to \$165	\$60 to \$165
Estimated Fully Burdened Billing Rate:*	\$225	\$130	\$155	\$200	\$160	\$190	\$140	\$150
Fully Burdened Labor Cost:	\$107,100	\$117,520	\$21,080	\$22,400	\$42,240	\$24,320	\$10,080	\$141,600

Total Fully Burdened Labor Cost:	\$ 486,340
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 710
Printing	\$ 345
Subconsultant:	
Electrical (Connetix, Inc.)	\$ 150,000
Air Quality Permitting (Cole Creek Environmental Associates)	\$ 36,000
Geotechnical (PanGEO, Inc.)	\$ 5,105
Cultural Resources	\$ 5,000
TOTAL ESTIMATED COST:	\$ 683,500

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

*City of Sumner
Wastewater Facilities Plan Addendum
WWTF Biosolids Modernization Project
Contract Amendment*

Flow and Load Projection Updates and Dryer Installation Site Visits

Tasks	Project Manager Hours	Civil Eng. Hours
1 Update Flow and Load Projections		40
2 Site Visits to Existing Dryer Installations	32	
Hour Estimate:	32	40
Fully Burdened Billing Rate Range:*	\$140 to \$235	\$115 to \$155
Estimated Fully Burdened Billing Rate:*	\$225	\$150
Fully Burdened Labor Cost:	\$7,200	\$6,000

Total Fully Burdened Labor Cost: \$ 13,200

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 3,250

TOTAL ESTIMATED COST: \$ 16,450

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



Monthly Project Management Report

February 2023

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Major Projects

Project: Stewart Road Bridge Replacement (13-08)		Project Manager: Michael Kosa	Budget: \$33,500,000
Finance: \$7,000,000 NHFP Grant, \$6,000,000 TIB Grant, \$2,800,000 Congressional Appropriation, \$6,833,959 STP Grant, \$187,074 City of Sumner, \$4,260,000 Pierce County, \$50,000 Tarragon, \$3,000,000 FMSIB, \$50,000 Port of Tacoma, \$150,000 City of Auburn			
Description: This project will replace the existing two lane bridge over the White River at Stewart Road. The existing bridge will be removed. The new bridge will accommodate four lanes of traffic, and a separated shared use path on the north side of the roadway. Adjacent intersections at Butte Avenue and 140th Street Court East will be modified to accommodate the new roadway grade and lane configurations.			
Schedule/Milestones: ■ Selection of Design Consultant (10/13) ■ Design Consultant Contract Award (12/13) ■ ROW Environmental Review Completed (11/16) ■ Start Final Design (2/21) ☐ ROW Acquisitions (3/23) ☐ Design Complete (1/23) ☐ Construction Contract Award (05/23) ☐ Construction Complete (08/26)		Status: City is Reviewing 90% Design Plans, Acquiring Right-of-Way and Permitting, and Coordinating Utility Relocations City is reviewing 60% Design Plans Developing 60% Design Plans Final Design Kickoff completed, Value Engineering Effort Underway. BergerABAM is completing the environmental design and right-of-way acquisitions. Project is in formal ESA consultations since 2/2019. Project awarded new grants (City of Auburn \$150,000)(Federal STP funds \$4,920,000, construction phase; Port of Tacoma, \$50,000, design phase) Pacific has received full funding for the design, ROW and construction of their adjacent project. The right-of-way services are now under contract. BergerABAM is beginning the preliminary work to engage the property owners. The Scope and Budget for Right of Way services has been received and will go to the 6/19 Council Meeting. The City is currently working with BergerABAM on the Scope & Fee for Right of Way services. The City is working with WSDOT and PSRC to finalize a process that will allow the right of way to proceed concurrent with the environmental studies of the White River currently being undertaken.	
Next Critical Activities (dates): Approve ROW purchases (3/23)			
Next Council Actions (dates): Right-of-Way Acquisition (ongoing)			
Next Public Actions (dates):			

Project: East Sumner Neighborhood Stormwater Ponds – Phase II (13-10)		Project Manager: Michael Kosa	Budget: \$2,000,000
Description: Complete the design and construction of a regional stormwater pond and relocation of Salmon Creek on City properties located near Sumner Tapps Hwy, between 64 th St E and 60 th St E.			
Schedule/Milestones: ■ Design Consultant Contract Award (09/13) ■ Design Complete (07/15) ■ Construction Contract Award (08/15) ■ Construction Complete (12/19) ■ Complete Plant Establishments (01/22)		Status: Project in Closeout Project in plant establishment period. Project 90% constructed. 60th reopened to traffic, there are no other major traffic impacts planned during project. Work restarted July 2019. The culvert has been delivered to the site. 60th Street may be closed for culvert installation, depending on contractor availability. Corps permit secured, contractor beginning project restart. The City is currently waiting on permit approval from the Army Corps of Engineers. Permit meeting occurred on site and an ESA consultation is pending. The contractor is currently on winter shutdown. Contractor to start work mid-September. Plantings at the mitigation site are 100% complete. Contractor to provide construction schedule for Mitigation Pond the week of 8/8/16. Contract has been suspended until further notice.	
Next Critical Activities (dates):			
Next Council Actions (dates): Project Acceptance (3/23)			
Next Public Actions (dates):			

Project: 166th Ave E Widening (13-11)		Project Manager: Michael Kosa	Budget: \$16 Million (10% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP), \$500,000 State Leg Appropriation			
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps			
Schedule/Milestones: ■ Consultant Award (12/18) ■ Intersection Control Evaluation (6/20) ■ Concept Report Complete (07/20) ■ WSDOT Preliminary Design Approval (1/23) ☐ Complete Fish Passage Culvert Design/Permitting (12/23) ☐ Design/ROW Complete (2/25) ☐ Construction Complete (12/27)		Status: Design Development underway for preliminary roadway and culvert/creek design. Updated scope in progress. Concept report approved. Project will contact adjacent property owners, then publicize the findings. Concept Report (Intersection Control Evaluation) being reviewed at WSDOT.	
Next Critical Activities (dates): ☐ Complete Fish Passage Culvert Design/Permitting (12/23)			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Fryar Ave Trail (14-01)		Project Manager: Andrew Leach	Budget: \$5,000,000 (construction unfunded), \$580,000 design, federal and City REET
Finance: \$197,760.00 (CMAQ-Design Only) and \$30,864 (City)			
Description: To design the last missing link of trail in town between Bridge Street Bridge and Fryar Bridge. The trail currently consists of a sidewalk & bike lane.			
Schedule/Milestones: ☒ Selection of Design Consultant (05/14) ☒ Design Consultant Contract Award (05/14) ☒ Consultant Supplement Award (6/21) ☒ Resume Design (7/21) ☐ Design Complete (12/23) ☐ Begin ROW Phase (6/23) ☐ Begin Construction Phase (2/25) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: The City will be receiving grant funding for the ROW phase of the project. The City is currently moving forward with the design and environmental phases of the project. The City is currently looking at grant opportunities to purchase right of way and moving forward with the environmental phase of the project. The design on this project is moving forward. A few alternatives for the trail layout were reviewed and a final layout was selected. Selecting the final layout will allow for the environmental phase to move forward. The design on this project is on hold until FEMA discussions allow for the trail to be constructed in the floodway. BergerABAM is proceeding with the design.	
Next Critical Activities (dates): Design Complete (12/23)			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Left Bank Setback/White River Restoration (14-10)		Project Manager: Alisa O'Haver-Ayala/Robby Wright	Budget: \$60 Million
Description: Enhance nearly 3.2 miles of riverbank. The channel will be widened by up to 200ft landward of the ordinary high to allow capacity for 100-yr event			
Schedule/Milestones: ☒ Selection of Design Consultant (09/14) ☒ Design Consultant Contract Award (09/14) ☒ Design Complete – 24 th St (05/22) ☒ Bid Award – 24 th St (06/22) ☐ Construction Complete (12/25) ☐ ROW Acquisition (TBD) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: Preparing CM consultant RFQ for expected advertisement early February. The Contractor for the 24 th St E Utility Relocation project has mobilized and is working on drilling for the new sewer and water lines. Working through pre-construction and material procurement with the 24th St Utility Relocation project (CIP 18-03) contractor (Johansen Construction). Construction is expected to start in January 2023. Bids opening on 6/7/22 for 24th St Utility Relocation project (CIP 18-03). Permit Submitted to June Corp April 2021, out for Public Comment Moving from 65% to 90% Plans	
Next Critical Activities (dates):		NSD Consultant Supplement Contract PW committee Meeting August A meeting took place on 5/11 and the next meeting is scheduled for 6/8.	
Next Council Actions (dates): ROW Acquisition (TBD) CM Contract (Expected May)		Draft Hydraulic and Sediment reports have been presented to the Dialogue Group and the next meeting is scheduled for May 11 th . Hydraulic and Sediment models are under review.	
Next Public Actions (dates):		The dialogue group continues to meet. Consultant has begun hydraulic and sediment work. Two (2) Consultant Service Contracts are going to the 7/18/16 Council Meeting. One is Amendment #2 with West Consultants and the 2nd is with Natural Systems Design.	

Project: Pacific Pointbar / Stewart Setback (14-10)		Project Manager: Alisa O'Haver-Ayala/Robby Wright	Budget: \$59,474,432
Description: Over 30 acres of floodplain reconnection and fish habitat. Installation of a floodwall along 16th and levee along 140th for increased flood protection.			
Schedule/Milestones: ☐ 90% Design Complete (12/23) ☐ Property Acquisitions Complete (12/24)		Status: Awaiting counteroffer on Ream/Robison Property. Mierendorf Property Acquired The contract to demolish the structures on the Bushore and Eagle properties has been awarded. Staff is preparing a notice to proceed authorizing the contractor to move forward with the demolition work.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Decant Facility (15-02)	Project Manager: Michael Kosa	Budget: \$747,000	Finance: \$390K Ecology Grant
Description: Design and construct upgrades to the Decant Facility. Improvements will include a concrete slab and a pre-engineered metal building.			
Schedule/Milestones: ■ Selection of Design Consultant (10/16) ■ Design Consultant Contract Award (11/16) ■ Design Complete (04/17) ■ Construction Contract Award (09/17) ■ Construction Complete (11/19) ■ Asphalt Contractor Selected (6/21) ■ Start Construction (8/21) ■ Construction Complete (9/21)	Status: Project in closeout Asphalt Paving Complete, Landscaping remaining Asphalt pavement work begins in mid-August Asphalt pavement work advertising for construction as small works project Project awaiting asphalt pavement after SR 410/Traffic Ave Interchange Contractor is complete Project in closeout Working on final Ecology Reimbursement. Stormwater pond construction is complete. Project is entering close out. Negotiating change order with contractor to construct stormwater pond required by Ecology. Coordinating plans with ecology, plan to construct storm water pond and asphalt paving in 2019. Notified of \$390K Ecology Grant		
Next Critical Activities (dates): Completion Report (3/23)	Building construction complete. Investigating adding asphalt driving surface to project. This project is under construction and the contractor is currently working on final completion and punchlist.		
Next Council Actions (dates):	This project is under construction and the contractor is currently working on floor slabs. This project is under construction and the contractor is currently working on subgrade and foundations. Western Engineering Constructors, Inc., was awarded the construction contract at a Special Council Meeting on 8/14/17. Contracts are currently being signed.		
Next Public Actions (dates):			

Project: 410/Traffic Ave Interchange (15-04)	Project Manager: Andrew Leach	Budget: \$17,000,000; Construction 100% grant funded
Description: Construct a new overpass for the SR 410/Traffic Ave Interchange to meet the demands of freight and commuter traffic.		
Finance: <i>Design:</i> Sound Transit \$100K, WA State Legislature #1 \$300K, Private Dev. \$75K, Port of Tacoma #1 \$11.5K, City of Sumner \$75K, STP Grant \$313K <i>Construction:</i> FIMSB \$2.5M, Sound Transit \$5.0M, Port of Tacoma #2 \$45k, WA State Legislature #2 \$500K, Private Development \$1.0M, TIB \$3M		
Schedule/Milestones: ■ Selection of IJR Consultant (10/15) ■ Preliminary Design Consultant Contract Award (08/16) ■ Final Design Consultant Contract Award 07/17) ■ Final Design Complete (12/18) ■ Construction Contract Award (07/19) ■ Construction Complete (1/22) ☐ Project Acceptance (5/23)	Status: City is working on the project closeout process with the contractor. Contract is in the plant establishment period of the project. Contractor has completed final paving. Contractor is now working on streetlights and landscaping. New signals have been installed. Contractor is working near final paving. Contractor is working on new signals on either end of the new bridge. Construction on new bridge has started. Construction has begun, contractor is working on temp water main. Ceccanti, Inc. was awarded the contract at the July 22nd special council meeting. A preconstruction meeting will be scheduled for early August. Bids opened 7/3/19. The final design is currently underway. The consultant agreement with Parametrix has been executed and the final design will begin in July.	

Project: Operations Facilities (17-13)	Project Manager: Alisa O’Haver-Ayala	Budget: \$30-40 Million (General and Utility Funds)
Description: Construct a new operations facility to house the water, sewer, storm and street maintenance staff and equipment. The current shops facility will be modified to house the Parks & Facilities maintenance staff and equipment as well as the community float, 1932 Kenworth fire engine, DARE GTO and the Police Department’s impound and oversized evidence.		
Schedule/Milestones: ☒ Consultant Services Contract (08/18) ☒ Design Complete (8/22) ☐ Construction Contract Award (TBD) ☐ Construction Complete (9/24)	Status: Conditional Use Permit was presented to the Hearing Examiner on 1/9/23. Package for Demolition Permit has been resubmitted. Building Permit has been submitted and is in review. Consultant working towards 100% plans and submitting for Building Permit. Open House 9-30-21 4 – 7 pm onsite Amendment being brought to February PWC for final design and construction management. Review of final concept 11-24-20 Work group session have begun and waiting for review of sessions. The Consultant contract has been fully executed. Consultant has been selected and working through scope and fee. RFP for Consultant Services to be advertised in February. Properties are under contract with new phase 1 environmental being done soon. Consultant is working on initial diagram/layout of facility. In negotiations with property owners and wrapping up. Design consultant has done 3-D modeling/massing studies at multiple locations. Site locations have been narrowed down and the City is moving forward with contacting property owners.	
Next Critical Activities (dates): Property Acquisition		
Next Council Actions (dates):		

Project: Biosolids Dewatering Improvements (17-18)	Project Manager: Michael Kosa	Budget: \$2,068,000
Description: Procurement and installation of a second centrifuge for the dewatering of biosolids at the Waste Water Treatment Facility. This will also include construction of a structural platform and electrical/telemetry modifications to accommodate the new centrifuge.		
Schedule/Milestones: ■ Consultant Services Contract (12/17) ■ Construction Contract Award (09/19) ■ Construction Complete (12/21)	Status: Project in Closeout (Nov 2020 Update) The new centrifuge is operational. Notice to proceed with construction was issued, effected 11/1/19. Project was awarded in September 2019. Bids for construction were received in August 2019. Project was advertised in July 2019 and bids are requested in August 2019. 95% Plans and Specifications have been submitted to the City for review. Gray and Osborne is finishing up the design. An equipment procurement package has been submitted to the City staff for review. A technical memorandum and draft equipment procurement package was submitted for City review on 3/22/18, and comments returned by the City on 4/10/18. Gray and Osborne has been awarded the design contract and is proceeding with design services. Gray and Osborne has been selected as the most qualified firm to complete this work. Finance has recommended soliciting for Request for Qualifications (RFQ) for this work.	
Next Critical Activities (dates):		
Next Council Actions (dates): Construction Acceptance (3/23)		

Project: Rainier View Covered Court (18-04)		Project Manager: Andrew Leach	Budget: \$970,000
Description: This project consists of renovating the basketball court at Rainier View Park. The court will be covered with a new roof to encourage use in all weather conditions and include ADA upgrades. The court will also be painted to accommodate basketball, volleyball and pickle ball courts. The City has received grant funding from RCO and Washington State's Local Community Project Program.			
Schedule/Milestones: ■ Consultant Services Contract (10/21) ☐ Design Complete (3/23) ☐ Construction Contract Award (TBD) ☐ Construction Complete (12/23)		Status: The City is moving forward with the design of the project. The Consultant contract has been fully executed.	
Next Critical Activities (dates): Design Complete (3/23)			
Next Council Actions (dates): Construction Contract Award (TBD)			

Project: Sumner Tapps Highway Guardrail Upgrade (19-01)		Project Manager: Alisa O'Haver-Ayala	Budget: \$1,455,300
Finance: City Funds \$112,700, Federal HSIP Funds \$448,600, Federal STP Funds \$749,000			
Description: Evaluate and construct upgrades to existing obsolete guardrail along Sumner-Tapps Highway, resurface Sumner-Tapps Highway			
Schedule/Milestones: ☒ Design Award (12/19) ☒ Design Complete (06/20) ☒ Obligate Construction (8/20) ☒ Award Construction Contract (11/20) ☒ Complete Resurfacing Construction (6/21) ☒ Advertise Guardrail Construction (10/21) ☒ Award Guardrail Construction (1/22) ☒ Complete Guardrail Construction (5/22) ☐ Project Acceptance (2/23)		Status: Guardrail relocation work is complete, project is in closeout. Contractor for Guardrail relocation is making good progress. Aerial utility relocations in the vicinity of the replaced guardrail are ongoing. Resurfacing project in closeout, Guardrail relocation begins in February. Guardrail project bid opening complete, award in January Resurfacing Punchlist in progress Resurfacing Construction Underway Resurfacing scheduled to begin in late April, weather permitting Project delayed until April 2021. Bids opened and came in underbudget. Guardrail portion of project in design. Funding secured for Phase 1 resurfacing construction. Resurfacing project will construct in 2020. Consultant kickoff in February. The survey fieldwork is complete. Consultant agreement at council. Consultant qualifications being evaluated. RFQ is out for advertisement. Funding has been obligated. Staff is working w/ WSDOT to obligate Design funds. Staff is preparing paperwork to add project to federal programming	
Next Critical Activities (dates):			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Main St/Wood Ave Intersection Improvements (19-02)		Project Manager: Courtney Littrell and Alisa O'Haver-Ayala	Budget: \$209K (Design), \$250K (ROW), \$1.8M (Con.)
Finance: City funds \$1,864,000, Federal STP Funds \$405,000, \$225,000, \$1,330,000.			
Description: Develop design for replacing the obsolete signal and complete ADA upgrades to bring the intersection into compliance			
Schedule/Milestones: ☒ Design Award (10/19) ☒ Begin ROW Acquisition (09/20) ☒ 90% Design (5/21) ☒ Design Complete (6/22) ☒ Complete ROW Acquisition (6/22) ☒ Obligate Construction (8/22) ☒ Advertise for Construction (10/22) ☒ Contract Award (12/22) ☐ Begin Construction (5/23) ☐ Complete Construction (9/23)		Status: Project is currently suspended due to material procurement. Construction is anticipated to being in May. Project is out for bid and the Construction Management Services Consultant has been selected. Project to be advertised for construction in October Additional federal funding acquired. WSDOT Review set being developed, 2 of 4 ROW acquisitions complete 90% Design at City for Review Beginning 90% design, ROW acquisition, City funding Construction phase in 2022 Internal review of 30% Design. Additional funding acquired for right of way acquisition phase. Project progressing toward 30% design. Project survey complete in November. Consultant agreement award at Council.	
Next Critical Activities (dates): Begin Construction (5/23)			

Next Council Actions (dates):	Consultant selection completed. Developing consultant agreement.
Next Public Actions (dates):	Staff is completing federal obligation paperwork.

Project: Alder & Kincaid Utility Improvements (19-05)	Project Manager: Alisa O'Haver-Ayala	Budget: \$7,002,990
Description: Replacement of utilities in the Alder and Kincaid Right-of-Way in the vicinity of the Red Apple property. Necessary to replace aging infrastructure and support the town center plan redevelopment.		
Schedule/Milestones: ☒ Select Design Consultant (10/19) ☒ Award Final Design Contract (7/20) ☒ Bid Award (06/22) ☐ Construction Complete (06/23)	Status: Kincaid Avenue has been re-opened and Cherry Avenue is closed for construction. Contractor is approximately 35% complete. Contractor is approximately 25% complete. Kincaid Avenue should have the majority of the concrete poured this month and re-opened. Contractor is making progress on installation of waterline and water service connections in Kincaid Avenue, Academy Street, and Park Street. There are some material procurement challenges with the parts for the water service connections. Contractor is making progress on installation of the waterline in Kincaid Avenue, Academy Street, and Park Street. Contractor is approximately 12% complete at the end of September. City gave Notice to Proceed (NTP) to the contractor (Reed) on 8/8/22. Work is progressing on Kincaid Avenue between Main Street and Maple Street. Construction bids opened on 05/19. Pending award. Consultant is packaging phase 1 of the bid set plans/specs with the Academy Street Bike Lanes project for construction under the Town Center: Utility and Woonerf project. Design work has begun to incorporate Main Street Visioning streetscape components along with the Academy Street Bike Lanes within Alder and Kincaid around Heritage Park. Design development work has been completed and staff is recommending a final design contract for council approval. Request for Qualifications were received in August. Staff is working on finalizing the project extents before negotiating a scope and budget with the consultant. Project requirements are being compiled in advance of design consultant selection.	
Next Critical Activities (Dates): Substantial Completion (6/23)		
Next Council Actions (dates): Project Acceptance (TBD)		
Next Public Actions (dates):		

Project: Ryan House Historic Rehabilitation (19-07)		Project Manager: Drew McCarty	Budget: \$825,000
Description: Rehabilitation of the Ryan house Phase 1 to include structural upgrades, structural repairs and ADA accessibility.			
Schedule/Milestones: ■ Design Consultant (November 2022) □ Select Contractor () □ Construction Complete ()		Status: January 2022 - WJE Selected as Design Consultant	
Next Critical Activities (dates): 2/9 – Project Kick Off			
Next Council Actions (dates): 2/7 – Ryan House Consultant Contract 2/7 – Ryan House Grant Contract Resolution			

Project: 160 th Retrofit and Pervious Sidewalks (19-08)		Project Manager: Andrew Leach	Budget: \$450,000 (State and City funds)
Finance: Ecology and Complete Street Funds			
Description: Installing pervious sidewalks on 160 th that will fill in the sidewalk gap between the YMCA and main Street			
Schedule/Milestones: ■ Selection of Design Consultant (09/19) ■ Design Consultant Contract Award (03/20) ■ Design Complete (3/22) ■ Construction Contract Award (4/22) □ Construction Complete (12/23)		Status: Project is substantially complete and is in the plant establishment period. Construction has begun. Contractor has installed the storm line and is graded for curb and gutter. The project is awarded and awaiting start of construction. Plans have been approved by Ecology. The project will be going out to bid. The 100% plans have been submitted to Ecology for review. 90% Plans have been accepted by Ecology. The City is finalizing the 100% plans and will be sending them to Ecology for review before bidding the project for construction. The 90% design is with Ecology for Review. Design is 30% complete and moving forward to final design. Starting project design. Grant agreement passed by Council. City is working on grant agreement with DOE. Staff is currently reviewing SOQs to select a design consultant for the project.	
Next Critical Activities (dates): Physical Completion (12/23)			
Next Council Actions (dates): Project Acceptance (3/24)			
Next Public Actions (dates): N/A			

Project: South Tank Seismic Retrofit (19-10)	Project Manager: Andrew Leach/Courtney Littrell	Budget: \$2,463,900
Description: Design and construction of seismic improvements to improve the resiliency of the south tank reservoir.		
Schedule/Milestones: ☒ Select Design Consultant (1/20) ☐ Bid Award (5/23) ☐ Construction Complete (9/23)	Status: Plans and specifications approved by Department of Health, seeking permission to advertise from FEMA. A delay in the design was encountered due to damages to the facilities during the Sumner Grade Fire that prevent the tank from being drained. Design work resumed in March 2021.	
Next Critical Activities (Dates): Construction Contract Award (5/23)		
Next Council Actions (dates): Construction Contract Award (5/23)		
Next Public Actions (dates): N/A		

Project: LS #2 and #6 Control Panel Replacement (20-04)	Project Manager: Drew McCarty and Michael Kosa	Budget: \$1,010,000
Description: Design and installation of replacement control panels at lift stations #2 and #6		
Schedule/Milestones: ☒ Select Design Consultant (10/20) ☐ Bid Award (2/23) ☐ Construction Complete (12/23)	Status: Project moving forward, will advertise in February 2023. Design is complete & finalizing project specs/front end documents to advertise 02/2023	
Next Critical Activities (Dates):		
Next Council Actions (dates): Bid Award 2/23		
Next Public Actions (dates): N/A		

Project: Rivergrove Community Pedestrian Bridge over SR 410 (20-07)		Project Manager: Andrew Leach	Budget: \$5,000,000
Finance: Sound Transit funds (\$452,000) (Design Only)			
Description: Construct a new pedestrian bridge over SR 410 at Sumner Ave to provide a non-motorized connection to the Rivergrove Neighborhood.			
Schedule/Milestones: ■ Grant Agreement Complete (06/20) ■ RFQ (06/20) ■ Consultant Agreement Award (12/20) ☐ Design Complete (12/24) ☐ Right of Way Acquisition Complete (12/22) ☐ Construction Complete (12/26)		Status: The 30% plans have been reviewed and approved by WSDOT. The 30% plans are complete and have been sent to WSDOT for approval. The Consultant is working towards 30% design of the project. Contract will be awarded at the December Council Meeting The City has completed consultant interviews and will be working with V+M Structural Design to execute a scope and fee. City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): Consultant Design Supplement (6/23)			
Next Council Actions (dates): Consultant Design Supplement (6/23)			
Next Public Actions (dates):			

Project: Academy Street Bike Lanes (20-08)		Project Manager: Alisa O’Haver-Ayala	Budget: \$1,342,700
Finance: Sound Transit funds (\$875,000)			
Description: Develop an east-west bicycle corridor extending east from the Sumner Sound Transit Station to Wood Avenue.			
Schedule/Milestones: ■ Grant Agreement Complete (06/20) ■ RFQ (06/20) ■ Consultant Agreement Award (10/20) ■ Preliminary Design Complete (3/21) ■ Public Outreach (04/21) ■ Design Complete (4/22) ■ Construction Contract Award (06/22) □ Construction Complete (06/23)		Status: Contractor is approximately 35% complete. Contractor has completed the waterline installation on Academy Street between Kincaid and Alder. Water services connections are still to be completed. Contract awarded to Reed Construction. Notice to Proceed (NTP) issued on 8/8/22. Work has started on the Alder/Kincaid Utilities portion of the Town Center: Utilities & Woonerf project, Contractor has not started on Academy Street yet. Construction bids opened on 05/19. Pending award. Consultant is packaging bid set plans/specs with the Alder/Kincaid Utilities project for construction under the Town Center: Utility and Woonerf project. Public Engagement completing, consultant beginning Final Design Consultant beginning conceptual design phase City is evaluating consultant qualifications City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): Substantial Completion (6/23)			
Next Council Actions (dates): Project Acceptance (TBD)			
Next Public Actions (dates):			

Project: Sidewalk Improvements (20-10)		Project Manager: Andrew Leach	Budget: \$1.7 million
Description: This project provides for the improvement of sidewalk and ADA curb ramps within the Sound Transit Focus Area and Rivergrove Area. The project also includes erosion control, installation of new hydrants, storm utilities and electrical conduit for future street lighting, as well as paving, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications.			
Schedule/Milestones: ■ Consultant Services Contract (09/20) ■ Design Complete (05/21) ■ Construction Contract Award (06/21) ■ Construction Complete (11/22)		Status: The City is working on the closeout process with the contractor. Project has reached substantial completion. Contractor is working on punchlist items. Contractor is steadily moving forward with sidewalk replacement. Contractor is almost complete with the sidewalk work in the Rivergrove Neighborhood. Contractor is currently working on Ryan Ave and Maple Street Construction is set to begin beginning of August Project is out to bid and the construct contract award will go to City Council in 06/21.	
Next Critical Activities (dates): Project Acceptance (4/23)			
Next Council Actions (dates): Project Acceptance (4/23)			

Project: Treatment Facility Access Platforms (21-04)		Project Manager: Drew McCarty and Alisa O'Haver-Ayala	Budget: \$135,000
Description: Installation of access platforms at the headworks screens and biosolids dryer.			
Schedule/Milestones: ■ Select Design Consultant (5/21) ☐ Bid Award (2/23) ☐ Construction Complete (6/23)		Status: The bid package is being prepared to solicit for construction bids. Bid package has been advertised & Bids are due on 2/2/2023 Staff has reviewed 90% design drawings.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Aeration Control Upgrade (21-05)		Project Manager: Michael Kosa	Budget: \$135,000 (Seeking \$34,000 Energy Saving Grants)
Description: Reprogram the blower operation based on Ammonia levels for increased plant efficiency.			
Schedule/Milestones: ■ Select Design Consultant (7/22) ■ Construction Complete (1/22)		Status: Probes installed, reprogramming in process Grant agreement approved, acquiring equipment The City has identified approximately \$34,000 in energy grant funding available for this project.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A		The design consultant is working on a design report and PSE energy savings grant application for the project.	

Project: ESN Salmon Creek Channel Realignment (21-08)		Project Manager: Robby Wright and Michael Kosa	Budget: \$ 380,000 (City Storm Funds)
Description: Reconfigure Salmon Creek to new stream channel, modify fish exclusions, and rehab existing culvert under 60th St.			
Schedule/Milestones: ■ Consultant Agreement (6/21) ■ Design Complete (5/22) □ Construction Contract Award (5/23) □ Construction Complete (xx/23)		Status: Project to re-advertise March 2023 All bids rejected. Project being revised and will be re-bid in Fall 2022 for Summer 2023 construction. Project pending award Project design underway RFQ Process Completed, Consultant Selected, Design Agreement heading to Council	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Auto Lane Sewer Force Main Replacement (21-09)		Project Manager: Andrew Leach/Courtney Littrell	Budget: \$300,000
Description: Replace portions of the sewer force main extending from Auto Lane into 166th Avenue E.			
Schedule/Milestones: ■ Select Design Consultant (6/21) ☐ Bid Award (5/23) ☐ Construction Complete (8/23)		Status: Project design is underway.	
Next Critical Activities (dates): ☐ Construction Contract Award (5/23)			
Next Council Actions (dates): ☐ Construction Contract Award (5/23)			

Project: Sumner Tank Recoating (21-10)	Project Manager: Andrew Leach/Courtney Littrell	Budget: \$657,000
Description: Recoating of the Sumner Springs Reservoir.		
Schedule/Milestones: ☒ Select Design Consultant (6/21) ☒ Bid Award (10/22) ☐ Construction Complete (5/23)	Status: Construction is underway. Construction contract Awarded to Coatings Unlimited. Work to begin in December 2022. Approved by department of health, pending advertisement 90% plans at Department of Health for Review	
Next Critical Activities (dates): Project Acceptance (6/23)		
Next Council Actions (dates): Project Acceptance (6/23)		

Project: Maple St Ped Signal, Citywide Backplates (21-11)	Project Manager: Alisa O'Haver-Ayala	Budget: \$431,000 (95% federal, 5% city general fund)
Description: Upgrade Traffic Ave and Maple St Crosswalk to a pedestrian signal, install signal backplates.		
Schedule/Milestones: ☒ Programming (9/21) ☒ Consultant Services Agreement (3/22) ☐ Design Complete (02/23) ☐ Construction Contract Award (06/23) ☐ Construction Complete (03/24)	Status: Consultant has completed 100% design and NEPA documentation has been resubmitted. Met with WSDOT for NEPA kick-off. Consultant is continuing design with preferred alternative. Consultant is beginning design. A consultant agreement will be at Council in March. Qualifications of firms are being evaluated. Interviews in January. RFQ advertised Project being programed and obligated to begin the design phase	
Next Critical Activities (dates):		
Next Council Actions (dates):		

Project: Biosolids Dryer Replacement (21-17)	Project Manager: Michael Kosa	Budget: \$10-13 Million
Description: Biosolids Equipment Modernization at the Waste Water Treatment Facility.		
Schedule/Milestones: ☒ Consultant Services Agreement (2/22) ☒ Concept Report (12/22) ☐ Final Design Complete (12/23) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)	Status: Preparing Scope for Final Design Project setting evaluation criteria, completing feasibility study and sizing Study in progress, draft study delayed due to non-responsive supplier estimates Dryer Repairs complete A committee consisting of Bonney Lake and Sumner staff have reviewed the Statements of Qualifications received and identified Gray & Osborne as the most qualified firm for this work.	
Next Critical Activities (dates):		

Next Council Actions (dates):	A Request for Qualifications to solicit interest from firms in the development, design, and implementation of this project has been published. Project may include the Dryer, Dissolved Air Flotation Thickener, Polymer Feed Systems, and Waste Gas Burner.
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Project: 24th / 142nd Intersection Treatment (21-20)	Project Manager: Robby Wright	Budget: \$350,000
Description: Add enhanced treatment to untreated storm drains on corner of 142nd and 24th.		
Schedule/Milestones: ☒ Consultant Task Order (7/21) ☐ Construction Start (6/23) ☐ Construction Complete (10/23)	Status: Awarding contract to TITAN Earthwork Construction bid advertised Design Complete	
Next Critical Activities (dates):	KPG Task Order / contract request in progress. Scope amended to keep within total task order allowance. 30% Design Completed January 2022. 60% Design in progress	
Next Council Actions (dates):		

Project: 63rd St Ct Trunk Line Relocation (21-21)	Project Manager: Robby Wright	Budget: \$198,900
Description: Reroute existing storm main from under existing building.		
Schedule/Milestones: ☒ Consultant Task Order (9/21) ☒ Design Complete (1/23) ☐ Construction Award (3/23) ☐ Construction Complete (6/23)	Status: Design complete, finalizing bid packet. Preliminary Design concept completed. Scope modified to include enhanced treatment. Utility potholing showed conflicts between proposed storm and existing sewer. Re-planning alternatives to minimize conflicts and disturbance.	
Next Critical Activities (dates):		
Next Council Actions (dates):		

Project: Cemetery Facility Building (22-03)	Project Manager: Drew McCarty	Budget: \$TBD
Description: New Construction of Cemetery Building that will include maintenance/storage area, office, breakroom and restrooms.		
Schedule/Milestones: o Design Consultant (August 2022) o Select Contractor () o Construction Complete ()	Status: Project at 60% Design	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Salmon Creek Culvert Replacements (22-06)	Project Manager: Robby Wright	Budget: \$609,700
Description: Replacement of remaining culverts on Salmon Creek, downstream of Main. Phase 1 will be design & permitting.		
Schedule/Milestones: ☒ Consultant Contract (6/23) ☐ Bid Award (3/23) ☐ Construction Complete (12/24)	Status: 125k Grant request put in to FCZD to help fund design Consultant contract with Osborn Consulting signed	
Next Critical Activities (dates):		
Next Council Actions (dates):		

Project: Elm Street Sidewalk (23-02)	Project Manager: Andrew Leach	Budget: \$550,000
Description: Project will improve pedestrian safety by constructing curb, gutter, curb ramps, and sidewalk on the north side of Elm Street between Wright Avenue and Bonney Avenue.		
Schedule/Milestones: ☐ Project Advertisement (2/23) ☐ Select Consultant (2/23) ☐ Design Complete (5/23) ☐ Construction Complete (12/23)	Status: Project has been advertised for design consultant selection.	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Sidewalk Repair Program (Street Tree, Helping Homeowners, ADA Program) (23-03)	Project Manager: Courtney Littrell	Budget: \$500,000 (Street Tree), \$50,000 (Helping Homeowners), & \$40,000 (ADA Program)
Description: Repair sidewalks that are failing due to street tree damages and sidewalks that have been damaged that are the responsibility of the homeowner, with the assistance of the city (50/50 cost share program).		
Schedule/Milestones: ☐ Identify Replacement Locations (4/23) ☐ Begin Project Design (5/23) ☐ Project Advertisement (2/24) ☐ Bid Award (3/24) ☐ Construction Complete (10/24) Next Critical Activities (dates): Identify Replacement Locations (4/23) Next Council Actions (dates): Bid Award (3/24)	Status: Design of sidewalk replacements to begin in Spring/Summer after replacement locations have been identified.	

Project: Town Center: Cherry and Maple Utilities	Project Manager: Alisa O’Haver-Ayala	Budget: \$4,330,800 (Utilities and Roadway Funds)
Description: Replacement of Utilities due to age and to support Town Center redevelopment.		
Schedule/Milestones: ☒ Select Design Consultant (10/19) ☒ Award Final Design Contract (7/20) ☒ 90% Plans Completed (03/21) ☐ Project Advertisement (2024) ☐ Select Contractor (2024) ☐ Construction Complete (2024) Next Critical Activities (dates): Next Council Actions (dates): N/A	Status: 90% Plans completed and this project work divided out as Phase 2. Phase 1 is the TCUW project. Phase 2 will be completed and bid in 2024. Design development work has been completed and staff is recommending a final design contract for council approval. Request for Qualifications were received in August. Staff is working on finalizing the project extents before negotiating a scope and budget with the consultant. Project requirements are being compiled in advance of design consultant selection.	

Small Works Projects

Project: Stewart Road Pond Repair (21-15)		Project Manager: Robby Wright	Budget: \$120,000 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (8/23) ☐ Select Contractor (9/23) ☐ Construction Complete (5/24)		Status: Waiting on pothole information from Shops and updates from Parametrix. Project pushed to 2023 after shops requested a chance in treatment system. Project under re-design Project being set up. Work areas being identified. Project may be pushed back to 2022.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: West Well Watermain and Cemetery Irrigation (23-04)		Project Manager: Andrew Leach	Budget: \$250,000
Description: A new water main will be routed to maintain the city connection between the City’s west well and the rest of the water distribution system. The Sumner Cemetery’s irrigation will also be updated to current standards.			
Schedule/Milestones: ☐ Project Advertisement (2/23) ☐ Select Consultant (2/23) ☐ Design Complete (12/24)		Status: Project has been advertised for design consultant selection.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: City Hall Roof Replacement (23-05)		Project Manager: Andrew Leach	Budget:
Description: Replace City Hall roof			
Schedule/Milestones: ☐ Project Advertisement () ☐ Select Contractor () ☐ Construction Complete ()		Status: Project to begin in 2023.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Roadway Paint Line Application (W-21-07)		Project Manager: Andrew Leach	Budget: \$71,050 (General Funds) (2 years of painting)
Description: Complete annual paint pavement marking			
Schedule/Milestones: ■ Verify Painting Schedule (7/21) ■ Complete Construction (9/21) ■ Select Contractor (7/22) ■ Complete Construction (9/22)		Status: 2023 project scheduled for September County contacted the City to notify of paint shortage, City staff put the work out to bid for contractors, contractor selected and currently being scheduled County to Schedule work in Summer 2021	
Next Critical Activities (dates): N/A			

Project: Crack Seal Application (W-21-06)		Project Manager: Andrew Leach	Budget: \$125,000 (General Funds) (2 years of sealing)
Description: Complete crack sealing application to local roads to preserve roadway surfaces			
Schedule/Milestones: ■ 2021 Project Advertisement (7/21) ■ 2021 Select Contractor (8/21) ■ 2021 Construction Complete (10/21) ■ 2022 Project Advertisement (7/22) ■ 2022 Select Contractor (7/22) ■ 2022 Construction Complete (08/22)		Status: 2022 Work is complete. 2022 work has begun. C.R. Contracting is the low bidder. 2021 work is complete. The project is in the closeout process. Contractor is almost complete with the project. About 2 tons of material are left to be placed. The low bidder was Central Paving, LLC. They are beginning work on 9/1/2021 and expect to be with the project in two weeks. 2021 Project is out to bid. Project being set up. Work areas being identified.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Heritage Park Masterplan, Activated Alley and Wayfinding (W-22-04)		Project Manager: Alisa O’Haver-Ayala	Budget: \$280,000 (Sumner & Pierce County LTAC)
Description: Heritage Park – Provide a master plan of the expanded park. Alley Activation – Develop the alley between Kincaid & Alder to 30% plans. Wayfinding Signs – finalizing elements such as posts, materials, etc.			
Schedule/Milestones: ■ Project Advertisement (05/22) ■ Consultant Selected (10/22) ■ Alley 30% Completed (03/23) □ Wayfinding Complete (04/23) □ Heritage Park Masterplan Complete (05/23)		Status: Alley draft 30% plans completed. Heritage Park Masterplan narrowed to 2 alternatives. Heritage Park Masterplan Open House 01/23 at Electric Coffee Alley Stakeholder Meeting at JMJ Office (11/22)	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Pavement Patching (W-23-02)		Project Manager: Andrew Leach/Gursimran Singh	Budget: \$249,150 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (2/23) ☐ Select Contractor (2/23) ☐ Construction Complete (5/23)		Status: Project pushed to 2023 Project being set up. Work areas being identified. Project may be pushed back to 2022. Project in design phase – finalizing Plans, specification and engineers estimate Project to go out to bid in late February	
Next Critical Activities (dates): 2023 Project Advertisement (2/23)			
Next Council Actions (dates): N/A			

Other Projects

Project: City Hall HVAC Replacement	Project Manager: Andrew Leach	Budget:
Description: Replace City Hall HVAC equipment		
Schedule/Milestones: ☐ Project Advertisement () ☐ Select Contractor () ☐ Construction Complete ()	Status: Project to begin in 2023.	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Senior Center Exterior Painting	Project Manager: Michael Kosa	Budget: \$40,000 (General Funds)
Description: Repaint Senior Center, which is currently peeling/end-of-life.		
Schedule/Milestones: ☐ Project Advertisement (12/23) ☐ Construction Complete (9/24)	Status: Project programmed to 2024	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Systemic Horizontal Curve Improvements	Project Manager: Michael Kosa	Budget: \$903,000 (Federal HSIP funds)
Description: Install curve warning signs, speed feedback signs, rumble strips, profiled striping, reflective markers, guardrail, and street lighting.		
Schedule/Milestones: ☐ Start Preliminary Design (5/23) ☐ Bid Award (3/24) ☐ Construction Complete (12/24)	Status: Project being programmed with WSDOT	
Next Critical Activities (dates):		
Next Council Actions (dates): Consultant Agreement (5/23)		

Project: Overlay Program		Project Manager: Andrew Leach	Budget: \$300,000 (General Funds)
Description: Place layer of new asphalt over existing base layer of asphalt to preserve roadway base.			
Schedule/Milestones: ☐ Project Advertisement () ☐ Select Contractor () ☐ Construction Complete ()		Status: Project to begin design in mid-2023.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Transportation Plan Update		Project Manager: Michael Kosa	Budget: \$250,000 (General Funds)
Description: Update the 2015 Transportation Plan in coordination with the 2024 Comprehensive Plan Update			
Schedule/Milestones: ☐ Begin Plan Update (12/22) ☐ Complete Plan Update (3/24)		Status: Project kickoff meeting occurred in January	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Trail Maintenance		Project Manager: Michael Kosa	Budget: \$100,000 (General Funds)
Description: Complete repairs to existing trails that have become damaged.			
Schedule/Milestones: ☐ Preliminary Design (9/23) ☐ Bid Award (2/24) ☐ Construction Complete (7/24)		Status: Project in pre-design	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Watershed Vegetation Management		Project Manager: Michael Kosa	Budget: \$50,000 (Water Utility Funds)
Description: Contract out for vegetation management services to effectively manage invasive species and dead trees in the watershed			
Schedule/Milestones: ☐ Preliminary Design (6/23) ☐ Bid Award (9/23) ☐ Construction Complete (12/23)		Status: Project in pre-design	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Utility Rate Study (CIP 23-01)		Project Manager: Andrew Leach	Budget: \$50,000
Description: Financial analyses of the Water, Wastewater, and Storm Water utilities			
Schedule/Milestones: ☐ Project Advertisement (1/23) ☐ Select Consultant (2/23) ☐ Study Complete (12/23)		Status: Project advertised for consultant selection.	
Next Critical Activities (dates): Select Consultant (2/23)			
Next Council Actions (dates): N/A			

Project: Sewer Main Replacement and Rehabilitation		Project Manager: Michael Kosa	Budget: \$150,000 (Sewer Utility Funds)
Description: Complete camera analysis of sewer manholes and pipes that require regular sewer jet activities and determine how best to eliminate regular maintenance issues.			
Schedule/Milestones: ☐ Begin Study (6/23) ☐ Study complete (6/24)		Status: Project in pre-design	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			