



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

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 232 432 910 936 Passcode: 6uHEd4

[Download Teams](#) | [Join on the web](#)

Or call in (audio only) [+1 323-886-6453,,539397162#](#) United States, Los Angeles

Phone Conference ID: 539 397 162#

[Find a local number](#) | [Reset PIN](#)

CALL TO ORDER

COMMITTEE BUSINESS

1. Ordinance No.: 2856 Adopting International Property Maintenance Code
2. P&S Agreement - Robinson Property
3. Transportation Comprehensive Plan: Status Update
4. ROW Acquisition - Manke Residential Parcels
5. White River Restoration - Construction Management Contract Award
6. Elm Street Sidewalk - Consultant Services Contract
7. Utility Rate Analysis - Consultant Services Contract
8. City Hall Roof Replacement - Construction Contract
9. Salmon Creek Realignment - Construction Contract
10. July PWC - Alternate Meeting Date
11. TC:Main and Wood PSE Agreement: Schedule 74 Construction Work

REPORTS

1. Project Management Report

ADJOURNMENT



PUBLIC WORKS COMMITTEE MEETING

DATE: June 6, 2023

AGENDA BILL: 23-3250

SUBJECT: Ordinance No.: 2856 Adopting International Property Maintenance Code

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2856

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

In order to protect the public health, safety, general welfare and property of the citizens of the City of Sumner, it is now necessary to adopt the 2021 International Maintenance Code. The City has not adopted this yet and we need to do so to be in compliance with the code.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/6/2023
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No.: 2856; Adopting International Property Maintenance Code

**ORDINANCE NO. 2856
CITY OF SUMNER,
WASHINGTON**

**AN ORDINANCE ADOPTING THE INTERNATIONAL PROPERTY
MAINTENANCE CODE, 2021 EDITION, PUBLISHED BY THE
INTERNATIONAL CODE COUNCIL.**

WHEREAS, Washington Administrative Code 51-11R-501.4 requires alterations, repairs, additions and changes of occupancy to, or relocation of, existing buildings and structures shall comply with the provisions for alterations, repairs, additions and changes of occupancy or relocation, respectively, in this code and the International Residential Code, International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, Uniform Plumbing Code, International Property Maintenance Code, and NFPA 70; and

WHEREAS, in order to protect the public health, safety, general welfare, and property of the citizens of the City of Sumner, it is now necessary to adopt the 2021 International Property Maintenance Code.

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

Section 1. That Section 15.50 of the Sumner Municipal Code is added to read as follows:

Chapter 15.50 PROPERTY MAINTENANCE CODE

15.50 Code adopted.

Pursuant to RCW 35A.12.140, the International Property Maintenance Code, 2021 Edition, published by the International Code Council, is adopted by this reference. This adoption by reference shall include any amendments or successive editions hereto, which adoption shall take place immediately upon publication of any amended or updated version.

Section 2. Severability. If any section, subsection, sentence, clause, or phrase of this chapter is, for any reason, held by a court to competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portion of this chapter.

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 ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

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

official newspaper.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington,
at a regular meeting thereof this 20th day of June, 2023.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC City Clerk

Andrea Marquez, City Attorney

Date Adopted:

Date of Publication:

Effective Date:

SUBJECT: P&S Agreement - Robinson Property

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$221,000 Park Impact Fees

Within Budget Allocation: N/A

ATTACHMENTS:

1. Purchase & Sale Agreement, Deed

STAFF CONTACT: Derek Barry, Community Services Manager

SUMMARY BACKGROUND:

The City of Sumner purchased 3.96 acres at 4811 E Valley Hwy in 2020 with funding assistance through Pierce County Conservation Futures. In 2021 staff contracted with HBB to create a park master plan for the property. During that process it became evident that access was a concern. A 0.25 acre vacant lot bordered the northwest corner of the future park property and would create better access for the neighborhood and community. Later that year, Tierra Right of Way Services began negotiating with the property owner. Recently, a mutually acceptable purchase price was agreed upon.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/6/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of parcel 0520187002 for a total amount of \$221,000 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by and between **Kirk B. Robinson, as a separate estate** (hereinafter "Seller") and the **City of Sumner, a municipal corporation and political subdivision of the state of Washington** (hereinafter "Purchaser"). Seller and Purchaser may hereinafter collectively be referred to as "Parties" or individually as a "Party."

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is unconditionally acknowledged by Seller and Purchaser, the Parties agree as follows:

1. **The Property.** Seller is the sole owner in fee simple of certain real property located in Pierce County, Washington identified by parcel number 0520187002 and legally described as:

That portion of the following described property:

Lot 2 of City of Sumner Short Plat NO. PLN2002-14, recorded December 9, 2022 under Recording No. 200212095003, in Pierce County, Washington.

Situate in the Town of Sumner, County of Pierce, State of Washington.

2. **Purchase and Sale.** Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, upon the terms, covenants, and conditions set forth in this Agreement, all of Seller's right, title, and interest in and to the Property, including all after-acquired property. Seller warrants that Seller has full right, title, authority, and capacity to execute this Agreement and sell the Property. Purchaser warrants that Purchaser has full right, title, authority, and capacity to execute this Agreement and purchase the Property.

3. **Purchase Price and Payment.** The total purchase price for the Property (hereinafter "Purchase Price") is Two Hundred Thousand Twenty One Dollars and 00/100 (\$221,000.00) and shall be paid by Purchaser to Seller by cashier's check, certified check, or wire transfer of immediately available funds to Seller at closing.

4. **Conveyance of Title.** Seller shall convey title to the Property legally described in item No. 1 to Purchaser by Warranty Deed (hereinafter "Deed").

5. **Closing; Possession.** Closing shall occur upon payment of the Purchase Price to Seller from Purchaser and delivery of the executed Deed from Seller to Purchaser (hereinafter "Closing Date"), but in no event later than **July 1, 2023**. The Parties agree to execute any and all documents necessary to effectuate the intent of this Agreement. Purchaser shall be entitled to possession of the Property legally described in item No. 1 as of the Closing Date.

6. **Approval by the Sumner City Council.** The Parties acknowledge that this Agreement shall not be deemed accepted by or binding on the Purchaser until approved by the Sumner City Council in an open public meeting.

7. **Risk of Loss.** Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date. Thereafter, Purchaser shall bear the risk of loss. In the event of material

loss of or damage to the Property prior to the Closing Date, Seller shall promptly notify Purchaser in writing and Seller shall not be obligated to restore the Property nor pay damages to Purchaser by reason of such loss or damage. Upon receipt of written notice pursuant to Section 10 below, Purchaser may within five (5) business days terminate this Agreement by giving written notice of such termination to Seller and such termination shall be effective immediately; provided, however, that Purchaser may elect to purchase the Property in the condition then existing; provided that, Purchaser delivers notice of such election pursuant to Section 10 below within five (5) business days of receipt of Seller's notice of a material loss of or damage to the Property as provided for in this Section 8.

8. Closing Costs & Prorations. Seller shall pay its own attorney fees. Purchaser shall pay the cost of recording the Deed, its own attorney fees, and all other costs and expenses allocated to Purchaser and Seller pursuant to the terms of this Agreement; excepting only the Seller's payment of its own attorney fees as provided for above in this Section 8 and any prorations for which it is responsible pursuant to the following sentence. Any taxes, liens, assessments, insurance, or charges imposed by law upon the Property shall be prorated as of the Closing Date, with such prorations to be a final settlement between the Parties.

9. Notices. Except as specifically set forth herein, any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail first class, postage prepaid and addressed as follows:

PURCHASER	SELLER
City Administrator City of Sumner 1104 Maple Street Sumner, WA 98390	Kirk B. Robinson 10817 NE 62 nd St. Kirkland, WA 98033-7225

The foregoing addresses may be changed by written notices to the other party as provided herein.

10. Time. Time is of the essence in every provision herein contained.

11. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representative, successors, and assigns of the Parties.

12. Attorneys' Fees. In the event of any litigation regarding the rights and obligations of the parties under this Agreement, the prevailing party shall recover its costs and attorneys' fees, including such costs and attorneys' fees for appeals.

13. Negotiation and Construction. This Agreement was negotiated by the Parties and shall be construed according to its fair meaning and not strictly for or against either Party.

14. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings,

oral or written, between the Parties relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties.

15. Counterparts. This Agreement may be signed in two or more counterparts, which taken together shall constitute the complete Agreement.

16. Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

SELLER'S SIGNATURE PAGE

Dated: 05/11, 2023

Grantor:

By: Kirk B Robinson
Kirk B. Robinson

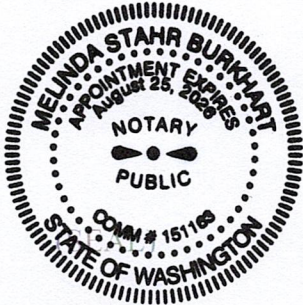
STATE OF WASHINGTON)

: ss

County of Pierce)

On this 11 day of May before me personally appeared Kirk B. Robinson to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Melinda Stahr Burkhardt

Notary Public in and for the State of
Washington, residing at East Wenatchee

My commission expires 8-25-2026

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

ESCROW AGREEMENT

TO: Chicago Title
Brian Henderson
1142 Broadway, Suite 200
Tacoma, WA 98402
253-671-6623

Owner Name: Kirk B. Robinson
10817 NE 62nd St.
Kirkland, WA 98033-7225
Parcel No.: 0520187002
Commitment No.: 213633-TC

DATE: May 11, 2023

Kirk B. Robinson, and the undersigned, mutually agree and direct you to close this escrow in accordance with the following instructions:

1. The undersigned grantors hereby authorize the issuance of a City of Sumner warrant payable solely to the above-named Escrow Agent, for our benefit.
2. Receive the Warranty Deed handed herewith from me as grantor to City of Sumner as grantee, conveying the lands described in your above-referenced Preliminary Commitment.
3. Receive the sum of \$221,000.00 in the form of a City of Sumner warrant that you are instructed to distribute as follows:

Pay and eliminate of record all encumbrances on said premises shown in your Guarantee dated March 8, 2022, and together with any other encumbrances appearing of record against said premises, on the statement of holder or holder's representative prior to closing, except those noted in paragraphs 1-8, Schedule B.
4. Note: All escrow and recording fees shall be paid by City of Sumner.
5. City of Sumner, at its discretion, reserves the right to withdraw the funds for this transaction from escrow and close this transaction independently or deposit said funds with the Clerk of the Court if deemed necessary.
6. When ready to vest title in City of Sumner, record the instrument shown in instruction 2 above and prepare a CLOSING DETAIL STATEMENT as explained on the reverse hereof.
7. Remit the balance by your check to: Kirk B. Robinson, 10817 NE 62nd St., Kirkland, WA 98033-7225 with your CLOSING DETAIL STATEMENT.
8. Issue standard form Owner's policy of title insurance in the sum of \$221,000.00 insuring City of Sumner as the owner of the estate conveyed.
9. Upon closing, mail recorded instruments, title policy, and copy of CLOSING DETAIL STATEMENT to City of Sumner, Public Works Department, 1104 Maple Street, Ste. 260, Sumner, WA 98390-1423.

City of Sumner

Kirk B. Robinson

By: _____
Mike Dahlem

Kirk B. Robinson

It's: Public Works Director

CLOSING DETAIL STATEMENT

As indicated on the Escrow Instructions, the Escrow Agent shall furnish, upon the completion of the escrow transaction, a CLOSING DETAIL STATEMENT that will show thereon:

- (a) The date of receipt and total amount of escrowed funds.
- (b) The fee for escrow services and a statement that the entire escrow fee has been paid solely by the City of Sumner.
- (c) The date on which the City of Sumner's grantor is notified that the Escrow Agent is ready to disburse funds to the City of Sumner's grantor.
- (d) Date of closing of the escrow.
- (e) Detail of tax lien payout:
- (f) Detail of utilities payoff:
- (g) Sums, if any, withheld from distribution to City of Sumner's grantors at time of closing, and for what reason.
- (h) Endorsements to the effect that:
 - 1. The statement has been read by the City of Sumner's grantor, approved, and acknowledgment of receipt of the funds indicated as the net balance due from the Escrow Agent.
 - 2. The closing officer certifies that the statement is true and correct.

In case the Escrow Agent has withheld funds from distribution to the City of Sumner's grantors for any reason, the Escrow Agent shall furnish to the City of Sumner copies of correspondence transmitting such withheld funds at the time of their final disposition.

After recording return document to:

City of Sumner
1104 Maple Street, Suite 260
Sumner, WA 98390

Document Title: Warranty Deed
Reference Number of Related Document:
Grantor: Kirk B. Robinson
Grantee: City of Sumner
Legal Description: S.H. William's Acre Lot Addition of Sumner in S 18 T 20 R S
Additional Legal Description is on Page 3 of Document.
Assessor's Tax Parcel Number: 0520187002

WARRANTY DEED

Robinson Property – Acquisition

The Grantor, Kirk B. Robinson, as a separate estate for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey and warrant to the City of Sumner, a municipal corporation, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

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

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

WARRANTY DEED

Date: 05/11/2023

Kirk B Robinson

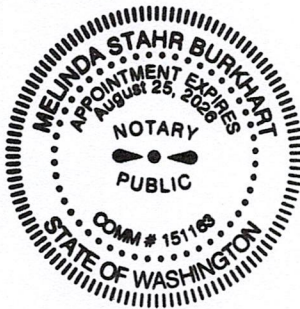
Kirk B. Robinson

STATE OF WASHINGTON)
County of Snowhomish) : ss

On this 11 day of May before me personally appeared Kirk B. Robinson to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)



Melinda Stahr Burkhardt
Notary Public in and for the State of
Washington, residing at East Wenatchee
My commission expires 8.25.2026

Accepted and Approved City of Sumner:

Approved to as form:

By: _____
Printed Name: Mike Dahlem
Title: Public Works Director
Date: _____

By: _____
Printed Name: Andrea Marquez
Title: City Attorney
Date: _____

WARRANTY DEED

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 0520187002

Parcel "C" of City of Sumner Boundary Line Adjustment No. PLN2003-0071, recorded April 20, 2004 under Recording No. 200404205001, in Pierce County, Washington, described as follows:

Lot 2 of City of Sumner Short Plat NO. PLN2002-14, recorded December 9, 2002 under Recording No. 200212095003, in Pierce County, Washington;

Together with the North 10 feet of the following described parcel which lies Easterly of the common lot line between Lots 1 and 2 of City of Sumner Short Plat NO. PLN2002-14, recorded December 9, 2002 under Recording No. 200212095003, in Pierce County, Washington extended:

Commencing at a point on the West line of S.H. William's Acre Lot Addition to Sumner, according to plat recorded in Book 5 of Plats at page 36, North 3°54' east. 950.62 feet from the Southwest corner of said tract;
thence running west 596.6 feet to the centerline of Beardsley Avenue;
thence along said centerline, North 3°54' East, 365.92 feet for the true point of beginning for this description;
thence east, 150 feet;
thence South parallel with the centerline of Beardsley Avenue, 100 feet;
thence West 150 feet to the centerline of Beardsley Avenue;
thence North along said centerline to the point of beginning.

Except Beardsley Ave.

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

Only for sales in a single location code on or after March 1, 2023.

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

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

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Kirk B. Robinson

Mailing address 10817 NE 62nd Street

City/state/zip Kirkland, WA 98033-7228

Phone (including area code) 425-864-4775

2 Buyer/Grantee

Name City of Sumner

Mailing address 1104 Maple Street, Suite 260

City/state/zip Sumner, WA 98390

Phone (including area code) 253-299-5702

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

Name _____

Mailing address _____

City/state/zip _____

List all real and personal property tax parcel account numbers

0520187002

Personal property?

☐

Assessed value(s)

\$ 205,900.00

4 Street address of property 152nd 46th Street Court East

This property is located in Sumner

(for unincorporated locations please select your county)

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

Lot 2 of City of Sumner Short Plat NO. PLN2002-14, recorded December 9, 2022 under Recording No. 200212095003, in Pierce County, Washington.

Situate in the Town of Sumner, County of Pierce, State of Washington.

5 91 - Undeveloped land (land only)

Enter any additional codes _____

(see back of last page for instructions)

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

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

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

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

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

If any answers are yes, complete as instructed below.

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

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

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

Deputy assessor signature _____

Date _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

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

(3) NEW OWNER(S) SIGNATURE

Signature _____

Signature _____

Print name _____

Print name _____

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

Signature of grantor or agent Kirk B Robinson

Name (print) Kirk B Robinson

Date & city of signing 05/11/2023 Monroe WA

Signature of grantee or agent _____

Name (print) _____

Date & city of signing _____

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

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

REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner 1104 Maple Street, Suite 260 Sumner, WA 98390		I hereby certify under penalty of perjury that the items and amounts I proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
GRANTOR OR CLAIMANT (NAME, ADDRESS, TIN/SSN): Kirk B. Robinson 10817 NE 62nd St Kirkland, WA 98033-7225		SIGNATURE (IN INK) FOR EACH CLAIMANT X <i>Kirk B. Robinson</i>	DATED 05/11/2023
PROJECT NO. AND TITLE Robinson Property – Acquisition		X	
FEDERAL AID NO. N/A	PARCEL NO. 0520187002		
In full, complete and final payment and settlement for the title or interest conveyed or r		DATED	\$ AMOUNT
LAND: 10,855 sf in fee		+	\$210,000.00
IMPROVEMENTS:		+	
DAMAGES: Cost to Cure Proximity Other		+ + +	
SPECIAL BENEFITS			
JC (Just Compensation) Amount			\$210,000.00
REMAINDER: Uneconomic Remnant Excess Acquisition		+ +	
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other (2021, 2022, & 2023 Delinquent Taxes Est. Total)			(\$7,000.00)
ADMINISTRATIVE SETTLEMENT		+	\$11,000.00
STATUTORY EVALUATION ALLOWANCE		+	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:		+	
ACQUISITION AGENT Heather Butler	DATE 5/11/23	Voucher No.	TOTAL AMOUNT PAID \$214,000.00
AUTHORIZED AGENT FOR AGENCY	DATE		



PUBLIC WORKS COMMITTEE MEETING

DATE: June 6, 2023

AGENDA BILL: 23-3219

SUBJECT: Transportation Comprehensive Plan: Status Update

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Michael Kosa, City Engineer

SUMMARY BACKGROUND:

Since early 2023, staff has been working with Transpo Group, a transportation engineering consultant, to develop a new transportation model for the City of Sumner and draft a new transportation plan as part of the 2024 Comprehensive Plan effort. Efforts to date have included data collection and model development. Upcoming policy discussions include level of service discussions and other roadway network selections such as speed limits, road diets, fees, etc.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/6/2023

COMMITTEE RECOMMENDATION: Information Only

STAFF RECOMMENDATIONS/MOTION:

Information Only

SUBJECT: ROW Acquisition - Manke Residential Parcels

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$480,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Administrative Settlement Memo
 2. Property Acquisition Status Map
-

STAFF CONTACT: Michael Kosa, City Engineer

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 the development of the Sumner/Pacific Manufacturing Industrial Area.

To complete the project, the City needs to acquire a portion of thirteen parcels. Three residential parcels along the east side of the White River south of Stewart Road are owned by Manke Lumber Company Inc. The project needed to acquire a portion of these properties for the project, but the unpurchased portions of the properties were considered an "unecomonic remainder." The property owner agreed and these three parcels will be purchased as full acquisitions.

One of the three residential properties was occupied by an employee of Manke Lumber Company Inc. The resident was relocated and will be provided relocation benefits in accordance with state and federal laws.

Other property acquisitions will be forthcoming as agreements are negotiated and finalized, but this completes all acquisitions needed for the Stewart Road Bridge project from Manke Lumber. This property purchase will be reimbursed through a federal grant, with the City paying a 13.5% local share of the costs.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/6/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of property from Manke Lumber Company Inc, and authorizing the Mayor or her designee to execute any and all documents necessary to effectuate the purchase, and ratifying and confirming all prior acts consistent with this approval

**CITY OF SUMNER
ADMINISTRATIVE SETTLEMENT MEMO**

M E M O R A N D U M

Date: 05/31/2023
To: Mike Dahlem, Public Works Director
From: Melinda Burkhart, Project Manager
Subject: Administrative Settlement Justification
Project: Title: Stewart Road Bridge Replacement Project
Project Parcel Number: 0420013050, 0420013049 & 0420013051
Property Owners: Manke Lumber Company

Background:

This project will replace the existing 2-lane bridge with a new 74-foot-wide bridge consisting of two unequal-length spans. The new structure will accommodate four vehicle lanes, a sidewalk, and a trail crossing and will alleviate the current bottleneck in the corridor to allow for better traffic flow. The bridge will also support safe pedestrian movement and connect the existing pedestrian facilities. This project is the #1 priority on Sumner's 2021 Legislative Agenda, and completing this project will be an achievement 30 years in the making.

The project proposes a land-in-fee, temporary construction easement, mitigation easement, damages, and improvements for \$397,900. The review appraiser also determined that the parcel would have an uneconomic remnant. The City offered to purchase the necessary rights to construct and maintain the property for the project on January 31, 2023. The City made a separate offer to purchase the uneconomic remnant for \$2,100, for a total offer of \$400,000.

The appraisal was dated May 17, 2022. Given the age of the appraisal, a DV No. 2 was requested, and on March 22, 2023, no change to the offer was recommended.

On April 28, 2023, an owner's appraisal was provided, along with a counteroffer of \$1,905,000 for the three tax parcels. This appraisal was shared with the project's review appraiser. A review memo concluded a disagreement in the appraisal approach, which valued the subject land as fully developable industrial parcels which caused the value conclusion to exceed the property's fair market value. The subject is somewhat narrow and located along the White River with a narrow depth that would not allow it to achieve an approved access road. Due to the required setbacks from the river, the parcel is not viable for industrial development.

With continued negotiations, the owner is willing to agree to a total acquisition of the three parcels for a settlement that acknowledges the increased tax values and increases the land valuation to a level they feel best reflects the current market in the area.

Recap:	<u>City's</u> <u>Original Offer</u>	<u>Owner</u> <u>Counteroffer</u>	<u>City's</u> <u>Counter</u>	<u>Settlement</u>
Land Conveyed fee: 1.69 acres	\$400,000	\$1,905,000	\$480,000	\$80,000

Justification:

Negotiations have been ongoing for five months. The 2022 and 2023 assessed values show a steady 5.37% yearly increase. The highest and best use would be continued residential occupancy of two single-family homes, which would continue to provide income for the business with employee or tenant occupancy. The structures would likely require some maintenance and renovation updates estimated at 25% per year. The proposed settlement is less than one year's worth of renovation investment, and the owner believes this amount is more reflective of the property's market value. It is reasonable to use the sales contained within the appraisal to reach a settlement without an additional appraisal. The appreciating market and recent sale data of nearby land sales support the owner's request for additional consideration for the land-in-fee.

Approved Compensation (offer):	\$400,000
Administrative Increase:	\$80,000
Total Payment:	\$480,000

I recommend approval of this Administrative Settlement:

The 2022 appraisal sales range from \$276,000 – \$431,000 and are from September 2019 – June 2022. An increased land value is reasonable and justifiable. Increased assessed value and nearby land sales within proximity support a justifiable increase; however, the proposed settlement is less than this growing market trend. It is recommended that a final proposed settlement be approved as the amount falls within the sales comparable range of the appraisal report, and it is reasonable to adjust the land values considering the recent market sales data continues to climb.

The project will likely incur increased costs for continued negotiation, re-appraisal, survey, and attorney fees, should the agreement not be approved.

Accepting this settlement would eliminate the need for condemnation proceedings and trial, which are very costly. Even if a jury decides to "split the difference" between the public agency and the owner's value testimony, the probability of added attorney's fees is a significant risk to the city.

Another consideration is the project schedule and the risk of delays which has costs as well. The city would request a Possession and Use Agreement and most likely receive it; however, there is an additional expense associated with that as well in the form of interest on the difference.

For all the reasons stated above, the proposed settlement represents a reduced risk.



Melinda Burkhart
Tierra Right of Way Services, Project Manager

5/31/2023
Date

Administrative Settlement Approved:

[Mike Dahlem \(May 31, 2023 14:58 PDT\)](#)
Mike Dahlem, Public Works Director

May 31, 2023

Date

Manke Lumber ASM

Final Audit Report

2023-05-31

Created:	2023-05-31
By:	Melinda Burkhart (mburkhart@tierra-row.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHeH4KGxyK2alhnnLNTIjOMC4CIZaeb9r

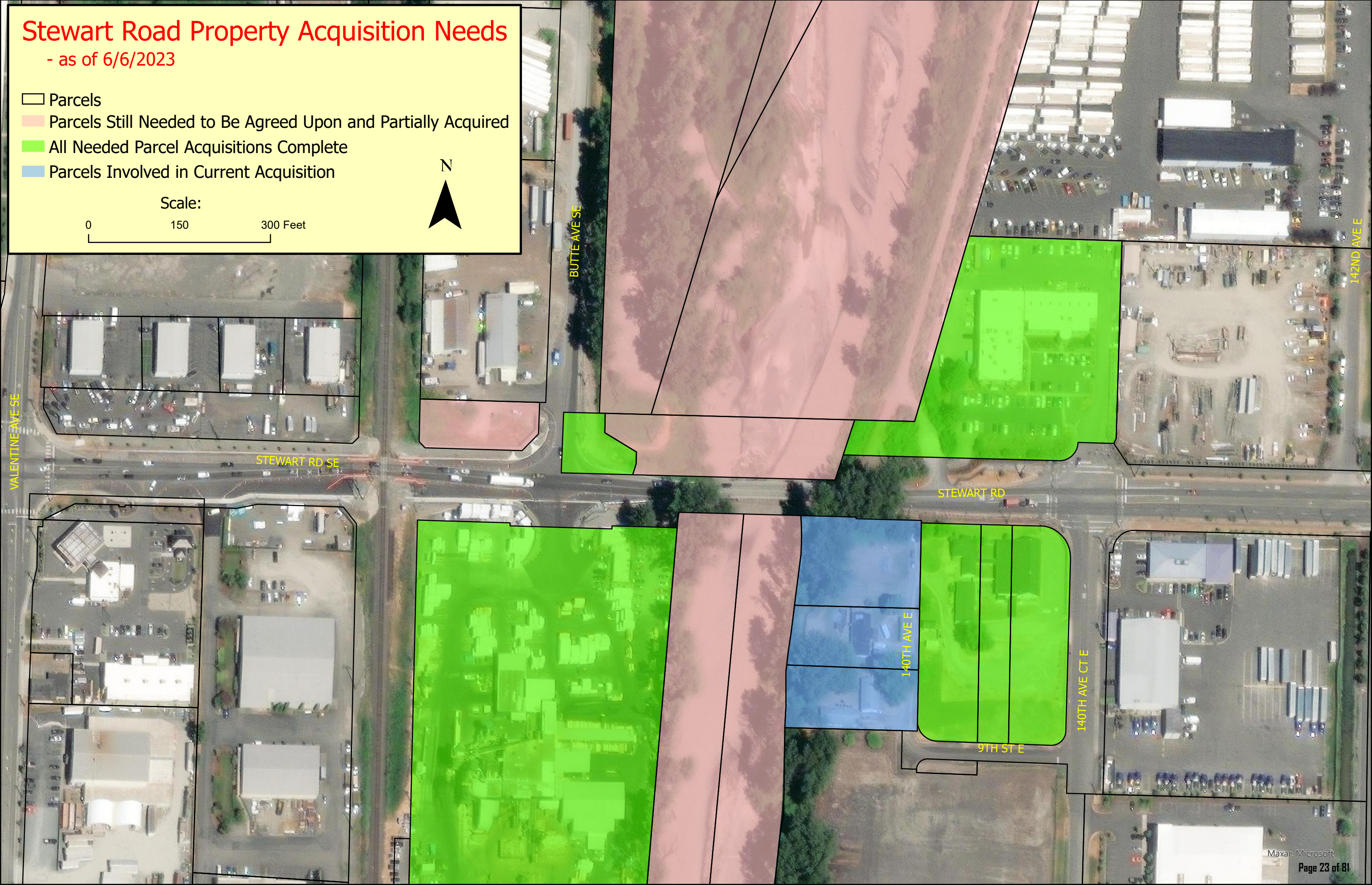
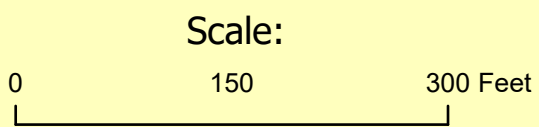
"Manke Lumber ASM" History

-  Document created by Melinda Burkhart (mburkhart@tierra-row.com)
2023-05-31 - 9:07:01 PM GMT
-  Document emailed to Mike Dahlem (miked@sumnerwa.gov) for signature
2023-05-31 - 9:07:14 PM GMT
-  Email viewed by Mike Dahlem (miked@sumnerwa.gov)
2023-05-31 - 9:57:28 PM GMT
-  Document e-signed by Mike Dahlem (miked@sumnerwa.gov)
Signature Date: 2023-05-31 - 9:58:57 PM GMT - Time Source: server
-  Agreement completed.
2023-05-31 - 9:58:57 PM GMT

Stewart Road Property Acquisition Needs

- as of 6/6/2023

- Parcels
- Parcels Still Needed to Be Agreed Upon and Partially Acquired
- All Needed Parcel Acquisitions Complete
- Parcels Involved in Current Acquisition



SUBJECT: White River Restoration - Construction Management Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$443,632

Within Budget Allocation: Yes

ATTACHMENTS:

1. Parametrix Scope & Fee

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

Construction for the White River Restoration Project (CIP 14-10) is expected to begin in late 2023/2024. To prepare for that, the City put out a request for qualifications to complete construction services on the project. Parametrix Inc. was selected as the most qualified consultant. The attached scope and fee represents pre-construction activities to manage risk and evaluate the design/specifications for constructability and efficiencies. The scope also includes the initial 5 months of construction oversight. The remainder of the construction oversight will be added in a later supplement. An hourly rate agreement was negotiated with a maximum amount payable of \$443,632.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/6/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Parametrix, in an amount not-to-exceed \$443,632 for the White River Restoration Project (CIP 14-10), substantially in a form approved by the City Attorney.

EXHIBIT A - SCOPE OF WORK

INTRODUCTION

The purpose of this contract is to provide construction management and inspection services to the City of Sumner for the White River Restoration Project.

PROJECT BACKGROUND

Since August 2015, the City of Sumner has been designing a restoration project along the White River on the left bank from river milepost 2.5 to 4.2. This restoration project is the largest one proposed in Pierce County, restoring over 200 acres of floodplain. In coordination with BNSF railways (who is simultaneously constructing a siding track project); approximately 1 million cubic yards of material will be excavated, 2 miles of instream channel created, and over 100 in water manufactured wood log structures created.

The project is fully funded with a mix of local funds, BNSF in-kind labor, and grant funding from the Puget Sound Acquisition and Restoration fund (administered by RCO). Environmental permitting is expected to be complete in Q2 2023 and design is at 90%, working towards final design.

The major elements of construction are the following: mass excavation/rough grading, fine grading, log jam and revetment installation, in-water work and diversion, revegetation, and trail/access road construction. The mass excavation and rough grading will be completed by BNSF while the City's future contractor will complete the remaining elements.

SCOPE OF WORK

TASK 100 – PROJECT MANAGEMENT AND COORDINATION

The Consultant shall be responsible for organization, management, and coordination of the services described in this Scope of Work. The Consultant shall be responsible for managing the activities of its project team, including staff and subconsultant coordination, in accordance with the City's objectives of scope, schedule, budget, quality, and safety as it relates to the performance of the Consultant.

The Consultant shall:

1. Keep the City advised on all aspects of work under this contract, including regular communication with the City regarding progress and budget, and coordination of work with City staff and other consultants and contractors.
2. Set up and maintain electronic project files.
3. Coordinate the Consultant's project team to ensure consistency in the execution of work.
4. Submit monthly progress reports which shall include the following:
 - A. Statement of Consultant work completed during the reporting period, including:
 - a) Summary of quality control/inspections performed.
 - b) Percent complete.
 - B. Consultant work scheduled for the next period, including:
 - a) Current project issues with recommended solutions.
 - b) Identification of any items anticipated to be required from the City.

DELIVERABLES:

- Task 1.1 Project Management Plan
- Task 1.2 Monthly Progress Reports
- Task 1.3 Coordination and Communication (assuming 20 hours per month for 9 months)

PHASE 1 – PRE-CONSTRUCTION SERVICES

Phase 1 will commence upon Notice to Proceed (NTP)" of this Contract and shall include pre-construction services until the notice to proceed to the construction contractor. The anticipated duration of this task is approximately 9 months. The task consists of development of the Construction Management Plan, document control, risk register, constructability review and additional pre-construction activities as requested by the Owner through March 2024.

TASK 2.1 – CONSTRUCTION MANAGEMENT PLAN

The Consultant shall prepare a draft Construction Management Plan (CMP) and provide a revised draft CMP to the City for review and comment. The City's comments will be incorporated for producing and distributing the final project CMP.

1. Prepare a project-specific Construction Management Plan (CMP) for City review and approval.

DELIVERABLES:

1. Project-specific CMP

ASSUMPTIONS:

1. The City will provide a draft matrix of permit conditions to be included within the CMP.

TASK 2.2 - CM COORDINATION KICKOFF MEETING

The Consultant shall be responsible for the following:

- Familiarization with the project plans, specifications, and permit conditions.
- Provide input to the City on the meeting agenda structure and topics for a CM coordination kickoff meeting with City staff and the engineering design team members.
- Attend the CM coordination kickoff meeting. Attendees shall include but not be limited to the Construction Manager/Supervisor and Resident Engineer.
- Prepare kickoff meeting agenda and minutes

TASK 2.3 – RISK MANAGEMENT PLAN

The Consultant shall coordinate with the City and Design Engineer to develop a Risk Management Plan identifying and assessing potential construction risks that may affect the project during the construction phase. The Consultant shall attend one 4-hour workshop-style meeting with the City and the Design Engineer to develop a Risk Register and elements of the Risk Management Plan.

The Risk Register and Risk Management Plan shall include the following items:

- Identifying potential threats to construction cost, schedule, or scope.
- Threat impacts, including order-of-magnitude costs.

- Triggering events.
- Detectability.
- Relative risk score.
- Strategy to mitigate each risk.
- Responsible parties.

DELIVERABLES:

- Draft Risk Register in MS Excel format and Draft Risk Management Plan Report in MS Word format.
- Final Risk Register and Risk Management Plan Report in native file formats and PDF.

TASK 2.4 – CONSTRUCTABILITY REVIEW

1. The Consultant shall provide constructability review including:
 - Review and comment on 90% design submittal, including Plans, Specifications, and Engineer's Cost Estimate
 - Develop Preliminary Construction Schedule.
2. Constructability review shall consider the project's goals and help identify potential high risk design elements.
3. Constructability review shall incorporate:
 - Review project technical specifications for compatibility and completeness with plan design features.
 - Review project proposal form for bid items and quantities including comparison to engineers estimate and compatibility with bid item measurement and payment descriptions.
 - Review completeness of bid package to include sufficient information to obtain competitive bids. Such information should include geotechnical report, river stage data, permit conditions, realistic work window, potential staging areas, etc.
 - Provide redline review comments on plans, specifications, and cost estimates.
 - All comments in plans and specifications should include a reference ID and be included in a comment tracking form in Microsoft Excel (electronic copy).

MEETINGS:

1. Constructability Review Kick-off Meeting
 - 4-hour meeting with CM team, City, and Designer.
 - 2 hours in conference room
 - 2 hours on site
 - Determine key goals of Constructability Review.
 - Designer and City to convey design intent.
 - Identify potential risks.
 - Define Constructability Review team roles, responsibilities, milestones, key deliverables, and deadlines.
 - Provide opportunity for CM team to ask questions.
2. Constructability Review Close-out Meeting
 - 4-hour meeting with CM team, City, and Designer
 - 2-hour meeting in conference room to review 90% constructability review

- comments.
- 2-hour project site visit to discuss review comments and recommendations

DELIVERABLES:

- 90% Constructability Review on Plans, Specifications, and Engineer's Cost Estimate
- Preliminary Construction Schedule.
- Attendance at meetings.
- Meeting agendas and minutes.
- Constructability Review Comments with redline markups of Plans, Specifications, and Engineer's Cost Estimate

TASK 2.5 – DOCUMENT CONTROL AND ELECTRONIC RECORDS MANAGEMENT SYSTEM

The Consultant shall develop forms, tracking logs, systems, and related documentation for the information management and document control services to be performed during construction for both electronic and hard copies, as outlined below.

- Develop Document Control Forms to track receipt, logging, filing, reviewing, and routing of project documents, including but not limited to submittals, correspondence, meeting minutes, emails, reports, Requests for Information (RFI), change orders, substitution requests, shop drawings, photos, laboratory test results for construction materials, facsimiles, inspection reports, construction drawings, specifications, and other construction-related documents.

TASK 2.6 – PSE OVERSIGHT

The Consultant shall utilize and maintain a competent and sufficient inspection team for PSE oversight at Stewart Road bridge. Verification of PSE relocation along 24th and North of trail face. Verification of 4 PSE Poles for 1 week.

The Consultant shall perform the following duties:

- Observe PSE pole relocation
- Take inspection photos and maintain photo logs to document construction and pre- construction conditions.

DELIVERABLES:

- Daily inspection reports (DIR) with photos
- Other inspection reports (as needed)

PHASE 2 –CONSTRUCTION SERVICES (Will Budget in next Phase of Work)

Phase 2 will commence when the construction contractor receives Notice to Proceed from the City for the construction contract. The anticipated duration of Phase 2 is approximately 3 years. The construction period is expected to begin in May 2024, with most site work occurring June through early October of each year and continuing with limited site work through the fall and winter. Construction services under this Contract will require the

Consultant to maintain project files and lines of communications throughout the construction period. Substantial completion is anticipated to occur in October 2026 with project close-out ending in fall of 2027.

TASK 3.1 – PRE-CONSTRUCTION MEETING (Will Budget in next Phase of Work)

The Consultant shall:

1. Prepare the pre-construction meeting agenda in consultation with the City's PM.
2. Attend the 3-hour pre-construction meeting. The Project Manager, Construction Manager, Resident Engineer, Document Control Specialist, and an archeologist shall attend the pre-construction meeting.
3. Distribute final meeting minutes to the Contractor and City within two (2) business days of receiving comments.

DELIVERABLES:

1. Draft and final pre-construction meeting agenda and minutes

TASK 3.2 – CONSTRUCTION PROGRESS MEETINGS (Will Budget in next Phase of Work)

The Consultant shall:

1. Schedule and lead weekly construction progress meetings at project site or via MS Teams. Attendees shall include at a minimum the Construction Manager and/or Resident Engineer and the City PM.
2. Prepare and distribute meeting agendas at least one (1) business day before the progress meeting.
3. Prepare draft minutes and distribute within one (1) business day of the progress meeting.
4. Revise the meeting minutes per attendees' comments.
5. Distribute the final meeting minutes within two (2) business days after receiving attendees' comments.

DELIVERABLES:

1. Draft and final construction progress meeting agendas and minutes

TASK 3.3– CONTRACTOR'S SCHEDULE AND PAYMENT REQUEST REVIEW (Will Budget in next Phase of Work)

The Consultant shall review the Contractor's construction schedule outlining the proposed construction activities including:

1. Assess main activities associated with the project, all schedule restrictions from permits and other constraints, milestones, seasonal weather impacts, and any other predictable factors that can affect the construction schedule.
2. Review and comment on Contractor's baseline construction schedule submittals and review for compliance with the contract.
3. Evaluate Contractor's schedule submittals for percent complete on each activity and compare reported, actual, and planned work progress.
4. Review effects of change requests and proposals on Contractor's schedule and

incorporate into the master schedule, if approved.

5. Evaluate Contractor's look-ahead and recovery schedule submittals.
6. Provide analysis concerning alternative schedule recovery actions.
7. Recommend corrective actions to ensure compliance with contract requirements.

The Consultant shall review and prepare up to 20 memoranda on Contractor monthly pay requests and make payment recommendation to the City PR including:

1. Review Contractor monthly pay requests for compliance with contract.
2. Measure and verify the completion of all items on pay requests and make a recommendation on approval for payment.
3. Submit monthly recommendations for payment for the City's approval.
4. Receive and review Statement of Intent to Pay Prevailing Wages for the Contractor and the subcontractors to confirm prevailing wage requirements are being met.

The Consultant shall prepare up to 20 monthly construction bulletins that include:

1. Financial status, including status of planned vs. actual expenditures, shown in a cash flow curve for the entire contract value.
2. Schedule status, including:
 - A. Status of scheduled progress vs. actual progress
 - B. Tracked percent complete by activity
3. Work completed.
4. Thirty-day look ahead, including:
 - A. Current project issues with recommended solutions
 - B. Identification of any items anticipated to be required from the City
5. Photographs of construction activity for reporting period.
6. Summary of quality control / inspections performed.
7. Safety report of Contractor performance.

DELIVERABLES:

1. Monthly memoranda on the Contractor construction schedule
2. Monthly memoranda on Contractor monthly pay requests
3. Monthly construction bulletins

TASK 3.4 – CONSTRUCTION DOCUMENTS AND FILE MAINTENANCE (Will Budget in next Phase of Work)

The Consultant shall provide services related to processing, tracking, and distributing RFIs and submittals during construction.

1. Perform timely logging and filing of all documents.
2. Implement the Document Control Plan within the Construction Management Plan (CMP) which shall outline the management and control of project records.
3. Implement the Document Control and Electronic Records Management System using SharePoint or an approved alternative document management system. The document

management system shall start when bidder evaluation has commenced and shall be in use until the contract end date.

4. File electronic copies of field directives, change orders, correspondence, submittals, and requests for information (RFI) in their native electronic format (e.g., PDF, Microsoft Word, Microsoft Outlook Message Format).
5. Transfer project photos to acceptable electronic media.
6. Prepare and maintain submittal logs and appropriate distribution of submittals to the City for approval in accordance with the Document Control Plan. Review and track submittals.
7. Investigate, review, and research RFIs, and track and distribute RFIs for response to ensure timely response to the Contractor.
8. Verify RFI responses for clarity, propose updated changes to the contract, and submit cost and schedule change proposals to the City.
9. Prepare and maintain RFI logs, and appropriate distribution of RFIs. Review and comment on RFIs, as well as tracking of RFIs.
10. Review submittals and submit written comments to the City on clarity and impacts to cost and schedule.

DELIVERABLES:

1. Final construction project files (electronic and hard copy)
2. Field directives, change orders, correspondence, submittals, and RFIs
3. Submittal review cover sheets, comment register, and submittal logs
4. RFI logs
5. Written comments on cost and schedule impacts
6. Project photos and video

TASK 3.5 A(BNSF) – INSPECTION AND OTHER FIELD SERVICES (BNSF)

The Consultant shall utilize and maintain a competent and sufficient inspection team for civil, geotechnical, survey, large wood delivery and other disciplines as needed for inspections.

The Consultant shall perform the following duties:

- Observe and inspect the work performed by the (BNSF) Contractor for completion in conformance with the approved plans and specifications. Review and approve BNSF provided materials, redlines, surfaces, and other documents. Assuming 8 hours of observation per week for up to 5 months in 2023. Additional budget will be added in a future amendment.
- Take inspection photos and maintain photo logs to document construction and pre- construction conditions.
- Review survey layout, grades, elevations, and staking and notify the construction contractor of any conflicts.
- Conduct inspections to observe contractor's compliance with permit conditions,

- site work agreement, and third-party agreement.
- Perform drone flights of site before and during construction and to track monthly progress and to provide oversight efforts. Drone flights shall be able to capture video, orthorectified imagery and oblique imagery from pre-determined flight paths and photo points. Drone survey shall also be able to generate a digital surface model of the site (e.g., from structure from motion post-processing). Assuming 1 day to set up control and targets plus 4 days of drone flights in 2023. Additional budget will be added in a future amendment.

DELIVERABLES:

- Daily inspection reports (DIR) with photos
- Other inspection reports (as needed)
- Drone footage on an external hard drive (orthorectified, obliques, and video)

TASK 3.5 B (City)– INSPECTION AND OTHER FIELD SERVICES (Will Budget in next Phase of Work)

The Consultant shall provide inspection services for civil, in-water construction, and other inspection disciplines as needed.

The Consultant shall:

1. Observe and inspect the work performed by the Contractor is in conformance with the approved drawings and specifications and abides by all permit conditions and constraints (e.g., the in-water work window).
2. Schedule full-time inspectors at the site when the Contractor is working, based on the Contractor's Construction Plan.
3. Document the work performed by the Contractor and prepare daily inspection reports (DIR) that include quantified tracking of materials, labor, and equipment on the site, work in progress, work completed, discrepancies, discussions, test results, weather, river flow levels, water quality, and other pertinent items. The Consultant shall use templates from King City's Construction Management Manual to prepare the DIRs.
4. Ensure the Contractor maintains record (redline) drawings and verify Contractor record drawings are current monthly. Confirm final as-built drawings at completion of project.
5. Take inspection photos and maintain photo logs to document construction and pre-construction conditions. Pre-construction photos shall be transmitted to the Contractor and the City. Daily photos shall be included in DIRs.
6. Collect, review, and distribute reports from testing companies and special inspectors to the City, Design Engineer, and Contractor.
7. Act as the main point of contact for site visitors, permitting agency inspectors, utility crews, special inspectors, and other consultants and subcontractors.
8. Meet the sediment and erosion control site inspection and monitoring requirements listed in the Construction Stormwater General Permit and the clearing and grading permit, including providing a site Certified Erosion and Sediment Control Lead (CESCL), daily temporary erosion and sediment control (TESC) inspections, and field directives to the Contractor to remedy TESC issues.
9. Perform drone flights of site before and after construction and to track monthly progress and to provide oversight efforts. Drone flights shall be able to capture video, orthorectified imagery and oblique imagery from pre-determined flight paths and photo

points. Drone survey shall also be able to generate a digital surface model of the site (e.g., from structure from motion post-processing).

10. Coordinate material testing when needed to meet specifications.

DELIVERABLES:

1. Daily inspection reports (DIR) with photos
2. Contractor update (redline) of project drawings
3. Digital photos of preconstruction conditions
4. Copies of reports from testing companies and special inspectors
5. Other inspection reports (as needed)
6. Drone footage on an external hard drive (orthorectified, obliques, and video)

TASK 3.6– CHANGE MANAGEMENT (Will Budget in next Phase of Work)

The Consultant shall:

1. Review Contractor initial change requests and claims and evaluate the cause of the request or claim. Make recommendations to the City, analyze entitlement, and prepare change order documentation per direction of the City PR.
2. Issue field directives to the Contractor to clarify construction issues. The Construction Manager shall submit the field directives for the City PR approval prior to issuing to the Contractor.
3. Track, verify, and summarize time and material sheets.
4. Document all negotiations and prepare meeting minutes.
5. Draft correspondence for the City as requested.
6. Package and process change orders for payment and prepare documentation of change order evaluations and recommendations including independent cost estimates if needed.
7. Provide contract interpretations and guidance to the City to resolve contractual disputes.

DELIVERABLES:

1. Change order status reports with backup information
2. Draft and final negotiation meeting minutes
3. Change Order packages
4. Field Directives

SUBTASK 3.7 – CONSTRUCTION CONTRACT CLOSEOUT (Will Budget in next Phase of Work)

The Consultant shall perform construction closeout services per the City of Sumner's document retention policies.

The Consultant shall:

1. Develop a preliminary punch list detailing outstanding work items that have not been completed. Provide the preliminary punch list to the City for review. Address City comments on the punch list. Distribute the preliminary punch list to the Contractor at least 2 weeks before Substantial Completion.
2. Identify the Contractor punch list items where completion is necessary to determine that the work is substantially complete.

3. Review and track the completion of punch list items. Identify punch list items/work that must be completed or corrected for the Contractor to achieve Substantial Completion.
4. Collect all final close-out documentation specified in the construction contract from the Contractor and review for completeness.
5. Coordinate with Contractor to ensure that all field markups, field-maintained construction documentation, survey data, etc., have been collected, organized in a record document package, and submitted.
6. Conduct a final review of Contractor completed record documents to ensure completeness and accuracy. Meet with City to review items for incorporation into the record documents. Notify Contractor of deficiencies found and coordinate resubmittal; review resubmitted documents.
7. Verify and report on the completion of all items for the final contract progress payment. Advise the City on whether Final Acceptance can be granted based on the status of the above.
8. Recommend final payment to the Contractor following verification that all outstanding contract work, including punch list items have been completed.

DELIVERABLES:

1. Preliminary punch list
2. Final punch list
3. Contractor final close-out documentation specified in the construction contract
4. Contractor completed record documents
5. Written recommendation for final payment to the Contractor

TASK 3.8– MANAGEMENT RESERVE (Will Budget in next Phase of Work)

The Consultant shall provide services which are unplanned, urgent, and/or critical to maintaining the project schedule and progress of the work. The work of this task must be specifically scoped, agreed to, and authorized in writing by the City prior to performing the work. Work areas may include, but not be limited to:

1. Construction management services
2. Material testing
3. Surveying
4. Nest surveys

DELIVERABLES:

1. Reports, estimates, drawings, lab reports, documentation

ASSUMPTIONS:

1. The Consultant may plan for the following to address this task – up to 320 hours.

White River Restoration Phase 1 and Phase 2 Budget																						
															Subconsultants					Totals		
				Parametrix	Project Manager	Document Control Specialist	Inspector	Survey/UA V	Surveyor III	Surveyor II	Project Coordinator	Word Processing	Project Accountant	Labor Hours	Labor Dollars	Akana	Jeff Faunce Project Manager	Alan Lobdell Resident Engineer	Robert Sutton Construction Manager	Laura Hendrichs Project Coordinator	Labor Hours	Labor Dollars
Current DS Rate				\$111.30	\$53.15	\$43.96	\$56.65	\$39.58	\$31.66	\$30.60	\$43.40	\$45.69			\$100.00	\$68.85	\$80.02	\$35.69				
Billing Rates				\$290	\$165	\$136	\$176	\$123	\$98	\$95	\$135	\$142			\$264	\$182	\$212	\$94				
Phase	Task		Description																			
01	1		Project Management & Coordination	308	124	0	0	0	0	4	120	556	\$127,360	\$0	4	7	10	20	37	\$6,335	\$133,695	
		1.1	Project Management Plan	8	4					4		16	\$3,520								\$3,520	
		1.2	Progress Reports and Invoicing	120	120						120	360	\$71,640		2	5	10	20	37	\$5,442	\$77,082	
		1.3	Coordination	180								180	\$52,200		2	2			4	\$893	\$53,093	
01	2		Pre-Construction Services	232	510	88	0	0	0	4	0	834	\$163,938	\$0	12	174	164	0	350	\$69,543	\$233,481	
		2.1	Construction Management Plan	24	24					4		52	\$11,460						0	\$0	\$11,460	
		2.2	CM Coordination Kickoff Meeting	8	6	8						22	\$4,398		4	4	4		12	\$2,632	\$7,030	
		2.3	Risk Management Plan	80	40	40						160	\$35,240			60	60	120	\$23,616	\$58,856		
		2.4	Constructability Review	120	40	40						200	\$46,840		8	60	100		168	\$34,194	\$81,034	
		2.5	Document Control and ERMS		400							400	\$66,000						0	\$0	\$66,000	
		2.7	PSE Oversight									0	\$0			50		50	\$9,102	\$9,102		
01	3		Construction Services (PHASE 2)	24	24	0	18	163	50	40	0	319	\$42,837	\$0	0	168	0	0	168	\$30,581	\$73,418	
		3.1	Pre-Construction Meeting									0	\$0						0	\$0	\$0	
		3.2	Construction Progress Meeting									0	\$0						0	\$0	\$0	
		3.3	Contractors schedule and payment request review									0	\$0						0	\$0	\$0	
		3.4	Construction Documents and File Maintenance		24							24	\$3,960						0	\$0	\$3,960	
		3.5	Inspection-2B (City)									0	\$0						0	\$0	\$0	
		3.5	Inspection-2B (BNSF)	24			18	163	50	40		295	\$38,877			168		168	\$30,581	\$69,458		
		3.6	Change Management									0	\$0						0	\$0	\$0	
		3.7	Construction Contract Close out									0	\$0						0	\$0	\$0	
		3.8	Management Reserve									0	\$0						0	\$0	\$0	
01	4		Expense										\$1,451								\$3,038	
			Mileage @ .625/mile	100		100		350					\$344			700				\$438	\$438	
			Survey Equipment (\$160/Use)					5				5	\$615								\$800	
			Wingtra Drone \$360/day					4				4	\$492								\$1,800	
			Labor Hour Totals:	564	658	88	18	163	50	40	8	120	1709	\$335,586	0	16	349	174	20	555	\$ 106,459.09	\$443,632
			Cost SubTotals:	\$163,560	\$108,570	\$11,968	\$3,168	\$20,049	\$4,900	\$3,800	\$1,080	\$17,040				\$4,230	\$63,529	\$36,812	\$1,887		\$0	

\$443,632

SUBJECT: Elm Street Sidewalk - Consultant Services Contract

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Courtney Littrell, Engineering Assistant, Andrew Leach, Public Works Manager

SUMMARY BACKGROUND:

A Request for Qualifications was published on January 25th for the design of the Elm St Sidewalks project. This project will include the design of a new sidewalk segment that will extend the existing sidewalk along the north side of Elm St that currently ends just west of Wright Ave, and continue the sidewalk to Bonney Ave, allowing for better and safer access to Seibenthaller Park. The project will also include the installation of a flashing beacon at the crosswalk leading to the park at the intersection of Bonney Ave and Elm St, along with the construction of curb and gutter and curb ramps on the north side of Elm St. The selected design consultant for this project was MacKay Sposito, an hourly rate agreement was negotiated with a maximum amount payable of \$99,754.55.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/6/2023

COMMITTEE RECOMMENDATION: Information Only

STAFF RECOMMENDATIONS/MOTION:

Information Only

SUBJECT: Utility Rate Analysis - Consultant Services Contract

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: \$99,855.00

Within Budget Allocation: Yes

ATTACHMENTS:

STAFF CONTACT: Andrew Leach, Public Works Manager, Mike Dahlem, Public Works Director

SUMMARY BACKGROUND:

The City has advertised and selected a consultant to perform the 2023 Utility Rate Study. Two firms responded to a public solicitation for firm qualifications to perform the study. Staff reviewed the materials submitted, as well as interviewed each firm, and determined FCS Group was the most qualified firm to complete this work. FCS Group has worked with the City for several years and is familiar with utility rate models currently used by the City. FCS Group will be updating the City's Utility Rate Models for the water, wastewater, and stormwater utilities. Findings and recommendations from the model updates will be presented to the City Council at a future date. The City has executed a contract with FCS Group in the amount of \$99,850.00

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/6/2023

COMMITTEE RECOMMENDATION: Information Only

STAFF RECOMMENDATIONS/MOTION:

Information Only



PUBLIC WORKS COMMITTEE MEETING

DATE: June 6, 2023

AGENDA BILL: 23-3144

SUBJECT: City Hall Roof Replacement - Construction Contract

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: \$225,200

Within Budget Allocation: Yes

ATTACHMENTS:

STAFF CONTACT: Drew McCarty, Engineering Assistant

SUMMARY BACKGROUND:

A Request for Bids was published on April 19th, 2023 for the City Hall Roof Project. This project will include the re-roofing of the city hall building and the generator/storage building. The apparent low bidder was Olympic Roofing with a bid amount of \$225,200.00.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/6/2023
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COMMITTEE RECOMMENDATION: Information Only
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STAFF RECOMMENDATIONS/MOTION:

Information Only

SUBJECT: Salmon Creek Realignment - Construction Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$304,936.75

Within Budget Allocation: Yes

ATTACHMENTS:

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

SUMMARY BACKGROUND:

In 2020, the City constructed a new channel for Salmon Creek between 60th Street East and Sumner Tapps Highway East. The new stream channel needed time for vegetation to establish before water could actively flow through it. To complete the project, the flow will be moved to the new channel this summer. After a competitive bid, Rodarte Construction was awarded as the lowest responsive bidder. Their bid was \$304,936.75, which is below the engineer's estimate and the total amount budgeted.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/6/2023
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COMMITTEE RECOMMENDATION: Information Only
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STAFF RECOMMENDATIONS/MOTION:

Information Only

SUBJECT: TC:Main and Wood PSE Agreement: Schedule 74 Construction Work

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Main St and Wood Ave Construction Agreement

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer, Courtney Littrell, Engineering Assistant

SUMMARY BACKGROUND:

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

During the development of this project, which is currently under construction, the City, designer, and PSE worked together to anticipate undergrounding of overhead power lines that run north and south of the intersection along Wood Avenue, including the removal/replacement of poles and wiring. This agreement formalizes and compensates PSE for their upcoming construction effort. As Schedule 74 work, the City pays for 40% of the total cost to PSE for this undergrounding effort. In October 2022 we had a similar agreement in place to cover the design costs for this work.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 6/6/2023 COMMITTEE RECOMMENDATION: Do Pass
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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 \$100,000.00 for the Town Center: Main and Wood Intersection Improvement (CIP19-02), substantially in a form approved by the City Attorney.

SCHEDULE 74 UNDERGROUND CONVERSION
Project Construction Agreement

Project Name: CITY OF SUMNER MAIN & WOOD SCH 74 CONVERSION
Project Number 101152871

THIS Agreement, dated as of this 6TH day of JUNE, 2023 __, is made by and between The City of Sumner, a Municipal Corporation (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy, and pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity has determined that it is necessary to replace the existing overhead electric distribution system within the area specified in the Project Plan (as defined below) (the "Conversion Area") with a comparable underground electric distribution system, all as more specifically described in the Project Plan (the "Conversion Project").

C. The Government Entity and the Company have previously entered into a Project Design Agreement dated as of June 19th 2019 (the "Design Agreement"), pursuant to which the parties completed certain engineering design, cost assessment, operating rights planning and other preliminary work relating to the Conversion Project and, in connection with that effort, developed the Project Plan.

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the completion of the Conversion Project, which both parties intend shall qualify as an underground conversion under the terms of Schedule 74.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Definitions.

(a) Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement, including, without limitation, the following:

- i) Cost of Conversion;
- ii) Public Thoroughfare;
- iii) Temporary Service;
- iv) Trenching and Restoration;
- v) Underground Distribution System; and
- vi) Underground Service Lines.

(b) "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, a "comparable" system shall include, unless the Parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less)

of such diameter and number as may be specified and agreed upon in the Project Plan necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.

- (c) "Estimated Reimbursable Private Conversion Costs" shall mean the Company's good faith estimate of the Reimbursable Private Conversion Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (d) "Estimated Reimbursable Temporary Service Costs" shall mean the Company's good faith estimate of the Reimbursable Temporary Service Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (e) "Estimated Reimbursable Upgrade Costs" shall mean the Company's good faith estimate of the Reimbursable Upgrade Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (f) "Estimated Shared Company Costs" shall mean the Company's good faith estimate of the Shared Company Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (g) "Estimated Shared Government Costs" shall mean the Government Entity's good faith estimate of the Shared Government Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (h) "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.
- (i) "Party" shall mean either the Company, the Government Entity, or both.
- (j) "Private Property Conversion" shall mean that portion, if any, of the Conversion Project for which the existing overhead electric distribution system is located, as of the date determined in accordance with Schedule 74, (i) outside of the Public Thoroughfare, or (ii) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity.
- (k) "Project Plan" shall mean the project plan developed by the Parties under the Design Agreement and attached hereto as Exhibit A, as the same may be changed and amended from time to time in accordance with Section 6, below. The Project Plan includes, among other things, (i) a detailed description of the Work that is required to be performed by each Party and any third party, (ii) the applicable requirements and specifications for the Work, (iii) a description of the Operating Rights that are required to be obtained by each Party for the Conversion Project (and the requirements and specifications with respect thereto), (iv) an itemization and summary of the Estimated Shared Company Costs, Estimated Shared Government Costs, Estimated Reimbursable Private Conversion Costs (if any), Estimated Reimbursable Temporary Service Costs (if any) and Estimated Reimbursable Upgrade Costs (if any), and (v) the Work Schedule.
- (l) "Operating Rights" shall mean sufficient space and legal rights for the construction, operation, repair, and maintenance of the Underground Distribution System.
- (m) "Reimbursable Private Conversion Costs" shall mean (i) all Costs of Conversion, if any, incurred by the Company which are attributable to a Private Property Conversion, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such

Private Property Conversion, as determined consistent with the applicable Company distribution facilities replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion; provided that the portion of the Reimbursable Private Conversion Costs attributable to the Costs of Conversion under subparagraph (i) of this paragraph shall not exceed the Estimated Reimbursable Private Conversion Costs without the prior written authorization of the Government Entity.

- (n) "Reimbursable Temporary Service Costs" shall mean all costs incurred by the Company which are attributable to (i) any facilities installed as part of the Conversion Project to provide Temporary Service, as provided for in Schedule 74, and (ii) the removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment); provided that the Reimbursable Temporary Service Costs shall not exceed the Estimated Reimbursable Temporary Service Costs without the prior written authorization of the Government Entity.
- (o) "Reimbursable Upgrade Costs" shall mean all Costs of Conversion incurred by the Company which are attributable to any Government-Requested Upgrade; provided that the Reimbursable Upgrade Costs shall not exceed the Estimated Reimbursable Upgrade Costs without the prior written authorization of the Government Entity.
- (p) "Shared Company Costs" shall mean all Costs of Conversion (other than Reimbursable Upgrade Costs, Reimbursable Private Conversion Costs and Reimbursable Temporary Service Costs) incurred by the Company in connection with the Conversion Project; provided, however, that the Shared Company Costs shall not exceed the Estimated Shared Company Costs without the prior written authorization of the Government Entity. For the avoidance of doubt, the "Shared Company Costs" shall, as and to the extent specified in the Design Agreement, include the actual, reasonable costs to the Company for the "Design Work" performed by the Company under the Design Agreement.
- (q) "Shared Government Costs" shall mean all Costs of Conversion incurred by the Government Entity in connection with (i) any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity as part of the Government Work, and (ii) the acquisition of any Operating Rights which the Parties have, by mutual agreement, specified in the Project Plan are to be obtained by the Government Entity for the Conversion Project, but only to the extent attributable to that portion of such Operating Rights which is necessary to accommodate the facilities of the Company; provided, however, that the Shared Government Costs shall not exceed the Estimated Shared Government Costs without the prior written authorization of the Company.
- (r) "Total Shared Costs" shall mean the sum of the Shared Company Costs and the Shared Government Costs. For the avoidance of doubt, the Total Shared Costs shall not include, without limitation, (i) costs to the Government Entity for Trenching and Restoration, or (ii) costs associated with any joint use of trenches by other utilities as permitted under Section 3(b).
- (s) "Work" shall mean all work to be performed in connection with the Conversion Project, as more specifically described in the Project Plan, including, without limitation, the Company Work (as defined in Section 2(a), below) and the Government Work (as defined in Section 3(a), below).
- (t) "Work Schedule" shall mean the schedule specified in the Project Plan which sets forth the milestones for completing the Work, as the same may be changed and amended from time to time in accordance with Section 6, below.

2. Obligations of the Company.

- (a) Subject to the terms and conditions of this Agreement, the Company shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Company Work"):
 - i) furnish and install an Underground Distribution System within the Conversion Area (excluding any duct and vault installation or other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity);
 - ii) provide a Company inspector on-site at the times specified in the Work Schedule to inspect the performance of any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity; and
 - iii) upon connection of those persons or entities to be served by the Underground Distribution System and removal of facilities of any other utilities that are connected to the poles of the overhead system, remove the existing overhead system (including associated wires and Company-owned poles) of 15,000 volts or less within the Conversion Area except for Temporary Services.
- (b) Upon request of the Government Entity, the Company shall provide periodic reports of the progress of the Company Work identifying (i) the Company Work completed to date, (ii) the Company Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Company Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and the Work Schedule.
- (c) Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate and maintain all electrical facilities installed pursuant to this Agreement including, but not limited to, the Underground Distribution System and Underground Service Lines.
- (d) Subject to the terms and conditions of this Agreement, the Company shall perform all Company Work in accordance with the Project Plan, the Work Schedule and this Agreement.

3. Obligations of the Government Entity.

- (a) Subject to the terms and conditions of this Agreement, the Government Entity shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Government Work"):
 - i) provide the Trenching and Restoration;
 - ii) perform the surveying for alignment and grades for ducts and vaults; and
 - iii) perform any duct and vault installation and other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity.
- (b) Other utilities may be permitted by the Government Entity to use the trenches provided by the Government Entity for the installation of their facilities so long as such facilities or the installation thereof do not interfere (as determined pursuant to the Company's electrical standards) with the Underground Distribution System or the installation or maintenance thereof. Any such use of the trenches by other utilities shall be done subject to and in accordance with the joint trench design specifications and installation drawings set forth or otherwise identified in the Project Plan, and the Government Entity shall be responsible for the coordination of the design and installation of the facilities of the other utilities to ensure compliance with such specifications and drawings.
- (c) Upon request of the Company, the Government Entity shall provide periodic reports of the progress of the Government Work identifying (i) the Government Work completed to date, (ii) the Government Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Government Costs and the Work Schedule.

- (d) The Government Entity shall be responsible for coordinating all work to be performed in connection with the street improvement program within the Conversion Area.
- (e) Subject to the terms and conditions of this Agreement, the Government Entity shall perform all Government Work in accordance with the Project Plan, the Work Schedule and this Agreement.

4. Work Schedule.

- (a) The Government Entity and the Company have agreed upon the Work Schedule as set forth in the Project Plan. Changes to the Work Schedule shall be made only in accordance with Section 6, below.
- (b) Promptly following the execution of this Agreement, and upon completion by the Government Entity of any necessary preliminary work, the Government Entity shall hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related pre-mobilization requirements. Following the pre-construction meeting, the Government Entity shall give the Company written notice to proceed with the Work at least ten (10) business days prior to the commencement date specified in the Work Schedule.
- (c) Subject to the terms and conditions of this Agreement, each Party shall perform the Work assigned to it under this Agreement in accordance with the Work Schedule. So long as the Company performs the Company Work in accordance with the Work Schedule, the Company shall not be liable to the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising out of delays in the Work Schedule.

5. Location of Facilities.

All facilities of the Company installed within the Conversion Area pursuant to this Agreement shall be located, and all related Operating Rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74, as specified by the Parties in the Project Plan.

6. Changes.

- (a) Either Party may, at any time, by written notice thereof to the other Party, request changes in the Work within the general scope of this Agreement (a "Request for Change"), including, but not limited to: (i) changes in, substitutions for, additions to or deletions of any Work; (ii) changes in the specifications, drawings and other requirements in the Project Plan, (iii) changes in the Work Schedule, and (iv) changes in the location, alignment, dimensions or design of items included in the Work. No Request for Change shall be effective and binding upon the Parties unless signed by an authorized representative of each Party.
- (b) If any change included in an approved Request for Change would cause a change in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made in the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and/or the Work Schedule to reflect such change. The Parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.
- (c) The Work Schedule, the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs, the Estimated Reimbursable Temporary Service Costs and/or the Estimated Reimbursable Upgrade Costs shall be further

equitably adjusted from time to time to reflect any change in the costs or time required to perform the Work to the extent such change is caused by: (i) any Force Majeure Event under Section 11, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Work and was not known by or disclosed to the affected Party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Work which are expressly identified by the Parties in the Project Plan. Upon the request of either Party, the Parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

- (d) Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each Party shall, if requested by the other Party, proceed with the Work in accordance with any approved Request for Change. Any request to proceed hereunder must be accompanied by a written statement setting forth the requesting Party's reasons for rejecting the proposed equitable adjustment of the other Party.

7. Compensation and Payment.

- (a) Subject to and in accordance with the terms and conditions of this Agreement (including, without limitation, the payment procedures set forth in this Section 7), payment in connection with the Conversion Project and this Agreement shall be as follows:
 - i) The Total Shared Costs shall be allocated to the Parties in the following percentages: (A) sixty percent (60%) to the Company, and (B) forty percent (40%) to the Government Entity.
 - ii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Private Conversion Costs, if any.
 - iii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Upgrade Costs, if any.
 - iv) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Temporary Service Costs, if any.
 - v) The Government Entity shall pay one hundred percent (100%) of the costs it incurs to perform that portion of the Government Work specified in Section 3(a)(i) and (ii) (i.e., Trenching and Restoration and surveying).
 - vi) The Company shall pay one hundred percent (100%) of the costs it incurs to design, provide and construct any Company-Initiated Upgrade.
 - vii) The Company shall pay one hundred percent (100%) of the costs it incurs to obtain Operating Rights outside the Public Thoroughfare.
- (b) Based on the allocation of responsibilities set forth in Section 7(a), above, the Parties shall determine the net amount payable by the Government Entity or the Company, as applicable, to the other Party under this Agreement (the "Net Amount"). The Net Amount shall be determined by using the amount of the Total Shared Costs allocated to the Government Entity under Section 7(a)(i), and adjusting such amount as follows:
 - i) Subtracting (as a credit to the Government Entity) the amount of the Shared Government Costs.
 - ii) Adding (as a credit to the Company) the amount of all Reimbursable Private Conversion Costs, Reimbursable Upgrade Costs and Reimbursable Temporary Service Costs.
 - iii) Subtracting (as a credit to the Government Entity) any payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement.

The Net Amount, as so calculated, (A) will be an amount payable to the Company if it is a positive number, and (B) shall be an amount payable to the Government Entity if it is a negative number.

- (c) Within sixty (60) business days of completion of the Conversion Project, the Government Entity shall provide the Company with an itemization of the Shared Government Costs (the "Government Itemization"), together with such documentation and information as the Company may reasonably request to verify the Government Itemization. The Government Itemization shall, at a minimum, break down the Shared Government Costs by the following categories, as applicable: (i) property and related costs incurred and/or paid by the Government Entity, including any costs of obtaining Operating Rights, and (ii) construction costs incurred and/or paid by the Government Entity, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Government Entity.
- (d) Within thirty (30) business days after the Company's receipt of the Government Itemization and requested documentation and information, the Company shall provide the Government Entity a written statement (the "Company Statement") showing (i) an itemization of the Shared Company Costs, (ii) the Parties' relative share of the Total Shared Costs based on the Company's itemization of the Shared Company Costs and the Government Entity's itemization of the Shared Government Costs set forth in the Government Itemization, (iii) any Reimbursable Private Conversion Costs, (iv) any Reimbursable Upgrade Costs, (v) any Reimbursable Temporary Service Costs, (vi) any credits to the Government Entity for payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement, and (vii) the Net Amount, as determined in accordance with Section 7(b), above, together with such documentation and information as the Government Entity may reasonably request to verify the Company Statement. The itemization of the Shared Company Costs included in the Company Statement shall, at a minimum, break down the Shared Company Costs by the following categories, as applicable: (i) design and engineering costs, and (ii) construction costs, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Company.
- (e) Within thirty (30) business days after the Government Entity's receipt of the Company Statement and requested documentation and information, the Net Amount shall be paid by the owing Party to the other Party, as specified in the Company Statement.

8. Indemnification.

- (a) The Government Entity 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 or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. During the performance of such activities the Government Entity's employees or contractors shall at all times remain employees or contractors, respectively, of the Government Entity.
- (b) The Company releases and shall defend, indemnify and hold the Government Entity harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Company in its performance under this Agreement. During the performance of such activities the Company's employees or contractors shall at all times remain employees or contractors, respectively, of the Company.
- (c) Solely for purposes of enforcing the indemnification obligations of a Party under this Section 8, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to any such claim brought against the indemnified Party by

or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

9. Conversion of Service to Customers within Conversion Area.

- (a) Upon commencement of the Work, the Government Entity shall notify all persons and entities within the Conversion Area that service lines to such customers must be converted from overhead to underground service within the applicable statutory period following written notice from the Government Entity that service from underground facilities are available in accordance with RCW 35.96.050. Upon the request of any customer, other than a single family residential customer, within the Conversion Area, the Company shall remove the overhead system and connect such persons' and entities' Underground Service Lines to the Underground Distribution System.
- (b) The Parties acknowledge that single family residences within the Conversion Area must (i) provide a service trench and conduit, in accordance with the Company's specifications, from the underground meter base to the point of service provided during the conversion, and (ii) pay for the secondary service conductors as defined in Schedule 85 of the Company's Electric Tariff G. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to owners failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

10. Dispute Resolution.

- (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the Parties. A Party who wishes dispute resolution shall notify the other Party in writing as to the nature of the dispute. Each Party shall appoint a representative who shall be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.
- (b) Any claim or dispute arising hereunder which relates to any Request for Change or any equitable adjustment under Section 6, above, or the compensation payable by or to either Party under Section 7, above, and which is not resolved by senior management within the time permitted under Section 10(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.
- (c) In connection with any arbitration under this Section 10, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the Parties. Each Party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing Party's costs and expenses (including, but not limited to, reasonable attorneys' fees) by the other Party.

- (d) Unless otherwise agreed by the Parties in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

11. Uncontrollable Forces.

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

12. Insurance.

- (a) PSE shall, and shall require each of its contractors to, secure and maintain in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) comprehensive general liability insurances, with a minimum coverage of \$2,000,000.per occurrence and \$2,000,000 aggregate for personal injury; and \$2,000,000 per occurrence/aggregate for property damages, and professional liability insurance in the amount of \$2,000,000.
- (b) The Government Entity shall ensure that each of its contractors performing any Government Work secures and maintains in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) insurance policies having the same coverage, amounts and limits as specified Section 12(a), above.
- (c) In lieu of the insurance requirements set forth in Section 12(a), above, the Company may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the Government Entity's request, the Company shall provide the Government Entity with reasonable written evidence that the Company is maintaining such self-insurance.

13. Other.

- (a) Agreement Subject To Tariff. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electrical Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.
- (b) Termination. The Government Entity reserves the right to terminate the Conversion Project and this Agreement upon written notice to the Company. In the event that the Government Entity terminates the Conversion Project and this Agreement, the Government Entity shall reimburse the Company for all costs reasonably incurred by the Company in connection with the Work performed prior to the effective date of termination. In such event, the costs reimbursable to the Company (i) shall not be reduced by any Shared Government Costs or other costs incurred by the Government Entity, and (ii) shall be paid within thirty (30) days after the receipt of the Company's invoice therefor. Sections 1, 5, 7, 8, 9, 10, 11 and 13 shall survive any termination of the Conversion Project and/or this Agreement.

- (c) Facilities Greater Than 15,000 Volts. Nothing in this Agreement shall in any way affect the rights or obligations of the Company under any previous agreements pertaining to the existing or future facilities of greater than 15,000 Volts within the Conversion Area.
- (d) Compliance With Law. The Parties shall, in performing the Work under this Agreement, comply with all applicable federal, state, and local laws, ordinances, and regulations.
- (e) No Discrimination. The Company, with regard to the Work performed by the Company under this Agreement, shall comply with all applicable laws relating to discrimination on the basis race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
- (f) Independent Contractor. The Company and the Government Entity agree that the Company is an independent contractor with respect to the Work and this Agreement. The Company is acting to preserve and protect its facilities and is not acting for the Government Entity in performing the Work. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. Neither the Company nor any employee of the Company shall be entitled to any benefits accorded employees of the Government Entity by virtue of the Work or this Agreement. The Government Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Company, or any employee of the Company.
- (g) Nonwaiver of Rights or Remedies. No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement, and no course of dealing or performance with respect thereto, shall, except to the extent provided in this Agreement, be construed as a waiver or, or choice of, or relinquishment of any right under any provision of this Agreement or any right at law or equity not otherwise provided for herein. The express waiver by either Party of any right or remedy under this Agreement or at law or equity in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance.
- (h) No Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.
- (i) Governmental Authority. This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental regulatory authorities and courts having jurisdiction over this Agreement, the Parties or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental regulatory authorities and courts that are required to be incorporated into agreements of this character are by this reference incorporated in this Agreement.
- (j) No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.
- (k) Severability. In the event that any provision of this Agreement or the application of any such provision shall be held invalid as to either Party or any circumstance by any court having jurisdiction, such provision shall remain in force and effect to the maximum extent provided by law, and all other provisions of this Agreement and their application shall not be affected thereby but shall remain in force and effect unless a court or arbitrator holds they are not severable from the invalid provisions.

- (l) Notice. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:

City of Sumner

Address:

Attn:

Phone Number:

Email:

If to the Company:

Puget Sound Energy, Inc.

Address:

Attn:

Phone Number:

Email:

Any Party may change its address specified in this Section 13(l) by giving the other Party notice of such change in accordance with this Section 13(l).

- (m) Applicable Law. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.
- (n) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties; provided, however, that except as expressly set forth in this Agreement, nothing herein is intended to or shall alter, amend or supersede the Design Agreement and the same shall remain in full force and effect in accordance with its terms.
- (o) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the Parties, including but not limited to, any entity to which the rights or obligations of a Party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:

Company:

City of Sumner

PUGET SOUND ENERGY, INC.

BY _____

BY _____

ITS _____

ITS _____

Date Signed _____

Date Signed _____

Approved as to form: _____.



FACILITY CONVERSION/MODIFICATION BILLING DETAIL

Scope of Work

To: CITY OF SUMNER
1104 Maple Street, Suite 260

SUMNER, WA 98390

Attn: MICHAEL KOSA

Project Description: CITY OF SUMNER MAIN AND WOOD SCH 74 CONVERSION

Location: MAIN AVE & WOOD SUMNER

PSE Project Manager: LUANNE YU

SCH 74 FEEDER CONVERSION OF 2 SPANS OF 3 PH PRIMARY INCLUDING POLE RELOCATIONS/REFRAME

Activity: PSE Order #:	PSE Design Cost		PSE Construction Cost Estimate		Customer Installed Duct and Vault		Change Orders
	101152871		101152871				
	Customer Cost	40%	Customer Cost	40%	PSE Cost Share	60%	
PSE Materials				\$92,058.26			
PSE Construction Labor				\$ 99,799.27			Customer Obligation \$0.00
PSE Project Management				\$25,548.16			PSE Obligation \$0.00
PSE Inspection							
PSE Overheads							
Federal Income Tax		\$0.00		\$17,928.80			
Total Actual Costs:		0		\$ 235,334.49		0	
TOTAL PROJECT VALUE:							\$235,334.49
CITY OF SUMNER Obligation Incl/CO's:							\$94,133.79
CITY OF SUMNER Credit for D+V:							\$0.00
PSE Billable Amount to Customer							\$94,133.79

Date: 4/5/2018



Monthly Project Management Report

June 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 Complete (7/23) ☐ Design Complete (8/23) ☐ Construction Contract Award (1/24) ☐ Construction Complete (12/26)		Status: Developing 100% plans, acquiring Right-of-Way and permitting, and coordinating utility relocations City is Reviewing 90% 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): ROW purchases (ongoing)			
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.	
Next Critical Activities (dates):		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.	
Next Council Actions (dates): Project Acceptance (8/23)		Contractor to start work mid-September. Plantings at the mitigation site are 100% complete.	
Next Public Actions (dates):		Contractor to provide construction schedule for Mitigation Pond the week of 8/8/16. Contract has been suspended until further notice.	

Project: 166 th Ave E Widening (13-11)		Project Manager: Michael Kosa	Budget: \$16 Million (15% 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 (12/24) ☐ Begin ROW Phase (7/23) ☐ 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 (12/24)			
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 – 24th (08/23) ☐ Construction Complete (12/26) ☐ ROW Acquisition (TBD) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: Contractor for the 24 th St E Utility Relocation project is working on the construction of the new pump station. Currently in the RFQ process for a CM consultant. Expected to have a consultant selected and scope/fee agreed on for June PW Committee meeting. Contractor for the 24th St E Utility Relocation project has complete drilling for the new sewer and water lines and will soon start construction of the new pump station. Preparing CM consultant RFQ for expected advertisement early February. The Contractor for the 24th St E Utility Relocation project has mobilized and is working on drilling for the new sewer and water lines.	
Next Critical Activities (dates):		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 Council Actions (dates): ROW Acquisition (TBD) CM Contract (Expected June)		NSD Consultant Supplement Contract PW committee Meeting August A meeting took place on 5/11 and the next meeting is scheduled for 6/8. Draft Hydraulic and Sediment reports have been presented to the Dialogue Group and the next meeting is scheduled for May 11th. Hydraulic and Sediment models are under review. The dialogue group continues to meet. Consultant has begun hydraulic and sediment work. Two (2) Consultant Service Contracts are going to the 7/18/16 Council Meeting. One is Amendment #2 with West Consultants and the 2nd is with Natural Systems Design.	
Next Public Actions (dates):			

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 Building construction complete. Investigating adding asphalt driving surface to project. This project is under construction and the contractor is currently working on final completion and punchlist. This project is under construction and the contractor is currently working on floor slabs. This project is under construction and the contractor is currently working on subgrade and foundations. Western Engineering Constructors, Inc., was awarded the construction contract at a Special Council Meeting on 8/14/17. Contracts are currently being signed.		
Next Critical Activities (dates): Completion Report (8/23)			
Next Council Actions (dates):			
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 (7/23)	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 22 nd special council meeting. A preconstruction meeting will be scheduled for early August. Bids opened 7/3/19. The final design is currently underway. The consultant agreement with Parametrix has been executed and the final design will begin in July.	

Project: Operations Facilities (17-13)		Project Manager: 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 (9/25)		Status: Demolition and Fill & Grade Permits have been issued by the City for this work. The Hearing Examiner's decision regarding the Conditional Use Permit was issued on 02/06/23. 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 Wastewater 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 (7/23)		

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 (7/23) □ 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 (7/23)			
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 construction started on May 1 st . Construction is currently ongoing with night work. Sewer and storm main replacements are nearing completion, and the water main work has started. The Joint Utility Trench (JUT) will begin in the next week to relocate the overhead power and communication lines underground through the intersection. Project is currently suspended due to material procurement. Construction is anticipated to begin 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. Consultant selection completed. Developing consultant agreement. Staff is completing federal obligation paperwork.	
Next Critical Activities (dates): Begin Construction (5/23)			
Next Council Actions (dates):			
Next Public Actions (dates):			

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: Contractor has completed the south half of the Main St / Kincaid Ave / Cherry Ave intersection and is working on the north half. Cherry Ave is still under construction. Contractor has completed most of the work outside of Heritage Park, with the exception of the intersection of Academy Street and Cherry Avenue as well as the partial improvements on Academy Street at Wood Avenue and ST Station. Project is approximately 68% complete.	
Next Critical Activities (Dates): Substantial Completion (6/23)	Kincaid Avenue has been re-opened and Cherry Avenue is closed for construction. Contractor is approximately 55% complete. Construction at the Main St. intersection is expected to start on 4/3.	
Next Council Actions (dates): Project Acceptance (TBD)	Contractor is approximately 25% complete. Kincaid Avenue should have the majority of the concrete poured this month and re-opened.	
Next Public Actions (dates):	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.	

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 (XX/XX) □ Construction Complete (XX/XX)		Status: June 2023 – Dickson Company to perform abatement June 2023 – Additional Openings completed by City Staff for WJE Inspection May 2023 – Take Ryan House Rehabilitation Project to Finance Committee March 2023 – Pierce Count Grant Contract to be Executed March 2023 – WJE to assess Interior & Exterior inspection openings for structural upgrades February 2023 – Additional Asbestos discovered; testing was performed. Mastic in ceiling tile adhesive in cedar cabin February 2023 – WJE performing Interior & Exterior inspections for Phase 1 January 2023 – WJE Selected as Design Consultant	
Next Critical Activities (dates): May 2023 – Finance Committee June 2023 – Abatement			
Next Council Actions (dates):			

Project: 160 th Retrofit and Pervious Sidewalks (19-08)		Project Manager: Andrew Leach	Budget: \$450,000 (State and City funds)
Finance: Ecology and Complete Street Funds			
Description: Installing pervious sidewalks on 160 th that will fill in the sidewalk gap between the YMCA and main Street			
Schedule/Milestones: ■ Selection of Design Consultant (09/19) ■ Design Consultant Contract Award (03/20) ■ Design Complete (3/22) ■ Construction Contract Award (4/22) □ Construction Complete (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 (8/23) □ Construction Complete (12/23)		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 (9/23)			
Next Council Actions (dates): Construction Contract Award (9/23)			
Next Public Actions (dates): N/A			

Project LS #2 and #6 Control Panel Replacement (20-04)		Project Manager: Drew McCarty	Budget: \$1,010,000
Description: Design and installation of replacement control panels at lift stations #2 and #6			
Schedule/Milestones: ■ Select Design Consultant (10/2020) □ Bid Award (09/2023) □ Construction Complete (04/2024)		Status: Design is complete & finalizing project specs/front end documents to advertise 08/2023. Due to long lead times of PLC hardware, project will be advertised in August 2023. PLC Hardware and Panels to be ordered by the city April 2023. PLC Hardware and Panels have been procured. Plan to advertise Project the end of the Summer.	
Next Critical Activities (Dates): 03/2023 - PLC Hardware to be ordered by City 08/2023 - Project Advertised			
Next Council Actions (dates): Bid Award 9/2023			
Next Public Actions (dates): N/A			

Project: Rivergrove Community Pedestrian Bridge over SR 410 (20-07)		Project Manager: Andrew Leach	Budget: \$5,000,000
Finance: Sound Transit funds (\$452,000) (Design Only)			
Description: Construct a new pedestrian bridge over SR 410 at Sumner Ave to provide a non-motorized connection to the Rivergrove Neighborhood.			
Schedule/Milestones: ■ Grant Agreement Complete (06/20) ■ RFQ (06/20) ■ Consultant Agreement Award (12/20) ☐ Design Complete (12/24) ☐ Right of Way Acquisition Complete (12/22) ☐ Construction Complete (12/26)		Status: The 30% plans have been reviewed and approved by WSDOT. The 30% plans are complete and have been sent to WSDOT for approval. The Consultant is working towards 30% design of the project. Contract will be awarded at the December Council Meeting The City has completed consultant interviews and will be working with V+M Structural Design to execute a scope and fee. City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): Consultant Design Supplement (8/23)			
Next Council Actions (dates): Consultant Design Supplement (8/23)			
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 40% 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 (8/23)			
Next Council Actions (dates): Project Acceptance (8/23)			

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.			
Schedule/Milestones: ■ Select Design Consultant (5/21) ■ Bid Award (2/23) □ Construction Complete (7/23)		Status: 07/2023 - Contractor shall install platform 06/2023 - Contractor shall perform piping modification work 03/2023 – NTP to Contractor 03/2023 – Preconstruction meeting with Contractor (Aqua Tech) 2/27/2023 – Contract Executed with Contractor 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 (1/23)		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. The design consultant is working on a design report and PSE energy savings grant application for the project.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: ESN Salmon Creek Channel Realignment (21-08)		Project Manager: Robby Wright	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 (08/23)		Status: Construction contract has been awarded to Rodarte. 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 (XX/23) ☐ Construction Complete (12/23)		Status: Project design is underway.	
Next Critical Activities (dates):			
Construction Contract Award			
Next Council Actions (dates):			
Construction Contract Award			

Project: Sumner Tank Recoating (21-10)		Project Manager: Andrew Leach	Budget: \$657,000
Description: Recoating of the Sumner Springs Reservoir.			
Schedule/Milestones: ☒ Select Design Consultant (6/21) ☒ Bid Award (10/22) ☐ Construction Complete (6/23)		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 (8/23)			
Next Council Actions (dates):			
Project Acceptance (8/23)			

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 (03/23) ☐ Construction Contract Award (12/23) ☐ Construction Complete (03/25)		Status: Design is complete. Working through obligation process with WSDOT. WSDOT NEPA documentation has been approved. Working on construction obligation paperwork. 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 Wastewater 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: Beginning 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. A Request for Qualifications to solicit interest from firms in the development, design, and implementation of this project has been published. Project may include the Dryer, Dissolved Air Flotation Thickener, Polymer Feed Systems, and Waste Gas Burner.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 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: \$3,000,000
Description: New Construction of Cemetery Building that will include maintenance/storage area, office, breakroom and restrooms.		
Schedule/Milestones: ☒ Design Consultant (08/22) ☐ Select Contractor (06/23) ☐ Construction Complete (XX/XX)	Status: 09/2023 - Start Construction 06/2023 - Advertise for Construction 03/27/2023 - Cemetery Facility Update at Council Study Session 90% Civil plans in review & Septic plans in review	
Next Critical Activities (dates): 6/2023 - SEPA comment period ends		
Next Council Actions (dates):		

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 (7/23) ☐ 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: Courtney Littrell	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 (3/23) □ Design Complete (8/23) □ Construction Complete (12/23)		Status: MacKay Sposito was selected as the Design Consultant and design is underway. Consultant selection is underway. 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 (7/23) ☐ Begin Project Design (8/23) ☐ Project Advertisement (2/24) ☐ Bid Award (3/24) ☐ Construction Complete (10/24) Next Critical Activities (dates): Identify Replacement Locations (7/23) Next Council Actions (dates): Bid Award (3/24)	Status: Design of sidewalk replacements to begin 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.	

Project: Pavement Chip Seal (W-23-03)	Project Manager: Gursimran Singh	Budget: \$510,000
Description: Resurfacing designated existing roadways with a pavement chip seal and fog seal treatment.		
Schedule/Milestones: ☒ Project Advertisement (03/23) ☒ Select Contractor (03/23) ☒ Construction Contract Award (4/23) ☐ Construction Complete (6/23)	Status: Lowest responsible bidder is Sierra Santa Fe corp at \$209,777. Request for bid advertisement — 03/07/2023 Preparing project specifications after review and inputs from Legal department Project plans and Engineers estimate finalized. Project work areas identified.	
Next Critical Activities (dates):		
Next Council Actions (dates):		

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 change 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 (4/23) ☐ Design Complete (12/24)	Status: BHC has been selected for design of the project. 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: Drew McCarty	Budget: \$350,000 (City Building Reserve Funds)
Description: Replace City Hall Roof			
Schedule/Milestones: ☒ Project Advertisement (4/23) ☒ Select Contractor (6/23) ☐ Construction Complete (11/23)		Status: 06/2023 - Preconstruction Meeting with Olympic Roofing 05/2023 — Apparent Low Bidder was Olympic Roofing at \$225,200.00 04/2023 — Request for Bid advertisement	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Roadway Paint Line Application (W-21-07)		Project Manager: Gursimran Singh	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-23-07)		Project Manager: Gursimran Singh	Budget: \$125,000 (General Funds) (2 years of sealing)
Description: Complete crack sealing application to local roads to preserve roadway surfaces			
Schedule/Milestones: ☒ 2023 Project Advertisement (5/21) ☒ 2023 Select Contractor (6/21) ☒ 2023 Construction Complete (10/21)		Status: Identifying 2023 roads for Crack Sealing Preparing Plans, specification and estimate for 2023. 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: 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: Pre construction meeting – 2nd week of April Project awarded to Core Tap Construction. Project to go out to construction in April or May 2023 Performing Contractor check of the lowest responsible bidder on the Project. Received 8 Bids for the project, Lowest responsible Bidder is Core Tap construction, LLC at \$268,790.50. Project plans, specifications and engineers estimate finalized. Project work areas identified.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Other Projects

Project: City Hall HVAC Replacement	Project Manager: Derek Barry	Budget: \$40,000
Description: Replace City Hall HVAC equipment		
Schedule/Milestones: ☐ Project Advertisement () ☐ Select Contractor () ☐ Construction Complete ()	Status: Work to be completed if HVAC replacements are needed	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Senior Center Exterior Painting	Project Manager: Derek Barry	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 (6/23) ☐ Bid Award (3/24) ☐ Construction Complete (12/24)	Status: Project to be obligated Project being programmed with WSDOT	
Next Critical Activities (dates):		
Next Council Actions (dates): Consultant Agreement (6/23)		

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: Plan in Development 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 (4/23) □ Study Complete (12/23)		Status: FCS Group was selected for the project and has begun working on the study. Project advertised for consultant selection.	
Next Critical Activities (dates): Study Complete (12/23)			
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			