

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

<https://sumnerwa-gov.zoom.us/j/81624699606>

Or One tap mobile : +12532050468,,81624699606# +12532158782,,81624699606#

Or Telephone: +1 253 205 0468, 1 253 215 8782

Webinar ID: 816 2469 9606

CALL TO ORDER

Pledge of Allegiance

Invocation

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

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

CONSENT AGENDA

1. White River Restoration - Construction Management Contract Award
2. Approval of the checks and electronic payments in the amount of [\\$3,266,597.11.](#)
3. Approval of the minutes from the June 20, 2023 regular council meeting and June 26th and July 10th, 2023 study session.
4. Public Works Trust Fund Application Authorization
5. 160th Ave E Storm and Sewer Line Replacements - Construction Contract Award

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
Members of the community who wish to give public comment are strongly encouraged to join the meeting via the provided link or by telephone. If you are unable to attend the meeting, please submit your public comment in writing via email to the City Clerk at Michelledc@sumnerwa.gov no later than 5:30pm on the day of the meeting. Any written comments received will be read into the record and/or distributed to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.
3. **New Business**
4. Ordinance No. 2862 - Sumner Municipal Code Update - 12.20 Sidewalk Construction
5. **Reports**
 - a. Council
 - b. City Administrator

c. Mayor

6. Executive Session

7. Adjournment

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

SUBJECT: White River Restoration - Construction Management Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$374,382

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract with Scope and 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 \$374,382.

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 \$374,382 for the White River Restoration Project (CIP 14-10), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

Parametrix

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Parametrix, organized under the laws of the State of Washington, located and doing business at 1019 39th Ave SE, Suite 100, Puyallup, WA 98374, 253-604-6600, Matt Kastberg (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

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

See Exhibit A - Scope of Work and Budget. White River Restoration Project (CIP 14-10) Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

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

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2024.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$374,382 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

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

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

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

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

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

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

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

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City; provided, however, the Consultant has the right, subject to confidentiality, to use the Consultant's work product for internal instructional and other purposes (including as an anonymized template for subsequent work product for the City or other clients). All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to

this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

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

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

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

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

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

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

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

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify). The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any subcontractor in the performance of work under this contract, or

any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Consultant. Upon execution of this Contract, the Consultant shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

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

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

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

CONSULTANT: By: _____ (signature) Print Name: _____ Title: _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> (Title) DATE: _____ By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: _____ Approved as to Form: Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Matt Kastberg Parametrix 1019 39th Ave SE, Suite100 Puyallup, WA 98374 253-604-6600 mkastberg@parametrix.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Robert Wright, Environmental & Sustainability Specialist City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5708 robertw@sumnerwa.gov

EXHIBIT A - 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 1 – 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)

Task 2 - 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. Assuming up to 120 hours of observation.

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.

EXHIBIT B
CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

Parametrix

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

SUBJECT: Approval of the checks and electronic payments in the amount of [\\$3,266,597.11](#).

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Signature Pages

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Approval of checks and electronic payments.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



CLAIMS VOUCHER APPROVAL

City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 31166	To: 31276	\$575,510.96
Use Tax (paid to WA State Department of Revenue)	n/a	n/a	\$1,003.61
Voided Check(s)	29374, 29489,	30815, 30886, and 31051	\$(40,322.57)
Voided EFT(s)	-	-	\$0.00
AP Electronic (EFTs) Payments:	From: 581	To: 597	\$890,632.89
AP Wire(s):	From: 15268	To: 15272	\$5,960.66
Payroll & Benefits Electronic Payments	From: 6/5/2023	To: 6/19/2023	\$856,317.74
Payroll & Benefits Checks	From: 10016	To: 10017	\$12,480.00
		TOTAL	\$2,301,583.29

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

Kassandra Raymond

Chief Financial Officer

6/21/2023 | 1:38 PM PDT

Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of:

\$2,301,583.29

DocuSigned by:

Patricia Cole

Chair

6/17/2023 | 5:15 PM PDT

Date

DocuSigned by:

Barbara Biletto

Committee Member

6/20/2023 | 10:41 AM PDT

Date

6/15/2023 | 5:14 PM PDT

Date



CLAIMS VOUCHER APPROVAL

City of Sumner Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 31277	To: 31360	\$291,027.63
Use Tax (paid to WA State Department of Revenue)	n/a	n/a	\$70.80
Voided Check(s)	29049	31110	\$(8,641.38)
Voided EFT(s)	-	-	\$0.00
AP Electronic (EFTs) Payments:	From: 598	To: 600	\$4,668.20
AP Wire(s):	From: 15273	To: 15274	\$269.35
Payroll & Benefits Electronic Payments	From: 6/23/2023	To: 7/4/2023	\$677,619.22
Payroll & Benefits Checks	From: -	To: -	\$0.00
		TOTAL	\$965,013.82

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

Kassandra Raymond
Chief Financial Officer

6/30/2023 | 2:09 PM PDT
Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of:

\$965,013.82

DocuSigned by:

Patricia Cole

7/5/2023 | 5:24 PM PDT

Date

7B8614FF4684BF...

Barbara Bitetto

6/30/2023 | 12:27 PM PDT

Date

DocuSigned by: Member

[Signature]

7/3/2023 | 10:07 AM PDT

Date

5A1E70BF863C41B1
Committee Member

SUBJECT: Approval of the minutes from the June 20, 2023 regular council meeting and June 26th and July 10th, 2023 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - June 20, 2023
2. Minutes - June 26, 2023
3. Minutes - July 10, 2023

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Approval of council meeting minutes.

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

STAFF RECOMMENDATIONS/MOTION:

Approve as written.



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

Staff present: City Attorney Andrea Marquez, Development Services Director Doug Beagle, Community & Economic Development Director Ryan Windish, Communications Director Carmen Palmer, Administrative Services Director Jeff Steffens, Deputy City Attorney Maili Barber, Chief Financial Officer Kassandra Raymond and City Clerk Michelle Converse

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

CALL TO ORDER

Pledge of Allegiance Invocation

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

COUNCILMEMBER COLE WAS ABSENT. MOVED BY BITETTO SECONDED BY STUARD TO EXCUSE MS. COLE FROM TONIGHT'S MEETING.

PASSED BY VOICE VOTE.

CONSENT AGENDA

MOVED BY BROWN SECONDED BY BITETTO TO APPROVE THE CONSENT AGENDA CONSISTING OF:

1. Approval of the checks and electronic payments in the amount of \$6,508,398.05.
2. Purchase & Sale Agreement – Robinson Property
3. Right-of-Way Acquisition – Manke Residential Parcels
4. Town Center: Main and Wood PSE Agreement: Schedule 74 Construction Work
5. Approval of the minutes from the June 5, 2023, regular council meeting and the June 12, 2023, study session.

PASSED BY VOICE VOTE

PUBLIC HEARING

There was no Public Hearing tonight.

REGULAR BUSINESS

1. Unfinished Business

There was none tonight.

2. Public Comment

Amanda Henderson, spoke about issues with the construction on 60th Street and 162nd Ave East.

Kasey Henderson, spoke about issues his family is having at his home due to construction on 60th Street and 162nd Avenue East.

Nicole Atwood spoke about construction and the school district.

3. New Business

a. Ordinance No. 2858 – Amending the 2023/2024 Biennial Budget

MOVED BY BITETTO SECONDED BY STUARD TO APPROVE ORDINANCE NO. 2858, AMENDING THE 2023/2024 BIENNIAL BUDGET.

Chief Financial Officer Kassandra Raymond addressed the topic with council.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

b. Ordinance No. 2856 – Adopting International Property Maintenance Code

MOVED BY NEUMAN SECONDED BY BITETTO TO APPROVE ORDINANCE NO. 2856 ADOPTING INTERNATIONAL PROPERTY MAINTENANCE CODE.

Development Services Director Doug Beagle spoke to the item.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

c. Ordinance No. 2859 – Amending Sumner Municipal Code 13.24 Utility Disconnection and Reconnection
MOVED BY STUARD SECONDED BY BITETTO TO APPROVE ORDINANCE NO. 2859 – AMENDING SUMNER MUNICIPAL CODE 13.24 UTILITY DISCONNECTION AND RECONNECTION.

Administrative Services Director Jeff Steffens addressed the council.

Discussion ensued.

PASSED BY ROLL CALL VOTE, WITH COUNCILMEMBERS NEUMAN AND REED VOTING NO.

3. Reports

a. Council

Councilmembers Brown, Neuman and Stuard shared comments tonight.

Councilmembers Bitetto and Reed had nothing to report.

b. City Administrator

City Attorney Andrea Marquez on behalf of City Administrator Jason Wilson updated the Council and the public on the following items:

Upcoming Policy Issues:

- June 26, 2023 – Study Session
 - Update 2023 LTGO Debt for the Cemetery Building
 - Ordinance amending the sidewalk code
 - Downtown Property Acquisition Discussion
- July 3, 2023 – Regular Council Meeting – Cancelled
- June 10, 2023 – Study Session
 - Fiber Project Update
 - Development Services Update

- Employee payroll changes

Policy Follow-Up:

- Fireworks: This is our last televised meeting before July 4th. As a reminder, fireworks are only legal to discharge on July 4th from noon-midnight, and at no time may fireworks be discharged on city property including city parks. To report firework violations (civil infraction) do not call 9-1-1. Call the police non-emergency number, 253-287-4455 or file a complaint online at southsound911.org.

Miscellaneous:

- Rhubarb Days is this weekend. City staff will be showcasing our equipment through Touch a Truck, and other staff will be on hand to greet community members and answer questions about everything going on in the City while providing some unique giveaways. SMSA has done a wonderful job enhancing this event—including focusing on more Rhubarb.

c. **Mayor**

Deputy Mayor Hochstatter no comments this evening

4. Executive Session

There was none tonight.

5. Adjournment

With no other matters before the Council, Deputy Mayor Hochstatter adjourned the meeting at 6:48pm. Councilmembers concurred.

ATTEST:

Michelle Converse, City Clerk

Cindi Hochstatter, Deputy Mayor



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

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Administrative Services Director Jeff Steffens, Chief Operating Officer Cassandra Raymond, Administrative Services Director Jeff Steffens, Chief Financial Officer Cassandra Raymond, Project Manager Andrew Leach and Engineering Assistant Courtney Littrell

Mayor Hayden called to order the Study Session, at 6pm.

CALL TO ORDER

Roll Call: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed (arrived at 6:15pm) and Stuard

COUNCILMEMBER STUARD WAS ABSENT FROM TONIGHT'S MEETING. MOVED BY BITETTO SECONDED BY COLE TO EXCUSE COUNCILMEMBER STUARD. PASSED BY A VOICE VOTE.

REGULAR BUSINESS

1. LTGO 2023 Update (Cemetery Building)
2. Sidewalk Code Update
3. Downtown Property Acquisition

CITY ADMINISTRATOR REPORT

AGENDA SETTING

EXECUTIVE SESSION

At 7:00pm Mayor Hayden adjourned the regular meeting into an Executive Session for a period of 30 minutes to discussing with legal counsel real estate acquisition/sale, pursuant to RCW 42.30.110(1)(b)(c) and potential litigation per RCW 42.30.110(1)(i)(ii).

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 7:30pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

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

Staff present: City Administrator Jason Wilson, City Attorney Andrea Marquez, Community Development and Economic Director Ryan Windish, Public Works Director Mike Dahlem, Development Services Director Doug Beagle, Police Chief Brad Moericke, Administrative Services Director Jeff Steffens, Chief Operating Officer Cassandra Raymond, Associate Planner Chrissanda Walker, Associate Planner Scott Waller, Engineering Assistant Drew McCarty, Engineering Specialist Gursimran Singh, IT Manager Brian Cunningham, Public Works Manager Andrew Leach

Mayor Hayden called to order the Study Session, at 6pm.

CALL TO ORDER

Roll Call: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed (arrived at 6:13pm) and Stuard

REGULAR BUSINESS

1. Fiber Optic master Plan Update
2. Roadway Preservation Program Update
3. Public Works Trust Fund Program Update
4. Development Services Update

CITY ADMINISTRATOR REPORT

AGENDA SETTING

EXECUTIVE SESSION

At 7:47pm Mayor Hayden adjourned the regular meeting into an Executive Session for a period of 15 minutes to discuss with legal counsel pending or threatened litigation per RCW 42.30.110(1)(L) and personnel matters pursuant to 42.30.110(1)(G).

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 8:07pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

SUBJECT: Public Works Trust Fund Application Authorization

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Applicant Certification
-

STAFF CONTACT: Drew McCarty, Engineering Specialist, Mike Dahlem, Public Works Director

SUMMARY BACKGROUND:

The City of Sumner seeks funding from the Public Works Board Trust Fund Loan for the Decant Facility portion of the Operations Facility Project (CIP 17-13). The Public Works Trust Fund Loan's purpose is to loan money to counties, cities, and special purpose districts to repair, replace, or create infrastructure. The estimated total loan amount will be \$3 million dollars. There is no local match funding required and no loan fee with an interest rate at 1.72%. Seeking approval for the submission of the Public Works Board application.

COUNCIL COMMITTEE/STUDY SESSION: Study Session
--

MEETING/STUDY SESSION DATE: 7/10/2023

COMMITTEE RECOMMENDATION: Information Only
--

STAFF RECOMMENDATIONS/MOTION:

Seeking approval for the submission of the Public Works Board application.

Applicant Certification

WHEREAS, (City of Sumner) is applying to the Washington State Public Works Board for a low-interest loan for an eligible project; and

WHEREAS, RCW 43.155.070 requires that applicants planning under RCW 36.70A.040 must have adopted comprehensive plans in conformance with the requirements of chapter 36.70A RCW, and must have adopted development regulations in conformance with requirements of chapter 36.70A RCW; and

WHEREAS, RCW 70A.205.055 requires a comprehensive Solid Waste Management Plan to be adopted by the city or county; and

WHEREAS, RCW 70.235.070 requires Greenhouse Gas Emission Reduction requirement; and

WHEREAS, RCW 43.155.070(8) requires that solid waste or recycling facility is consistent with and necessary to implement the comprehensive solid waste management plan adopted by the city or county under chapter 70A.205.055 RCW.

WHEREAS, the applicant certifies that it has a currently adopted plan for each and every one of the systems it owns and operates and that these plans fully conform to the specifics within this application; and

WHEREAS, RCW 43.155.070 requires that county and city applicants must have adopted the local optional one-quarter of one percent Real Estate Excise Tax, as described in chapter 82.46 RCW; and

WHEREAS, the local government must be using all local revenue sources which are reasonably available for funding public works, taking into consideration local employment and economic factors; and

WHEREAS, the applicant states that their Capital Facility Plan is consistent with the Comprehensive Land Use Plan of the jurisdiction in which they provide service; and

WHEREAS, the local governing body has approved submission of this application to the Public Works Board; and

WHEREAS, the applicant certifies that, there is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the applicant from repaying the loan extended by the Public Works Board with respect to such project. The applicant is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.

WHEREAS, the applicant recognizes and acknowledges that the information in the application forms is the only information, which will be considered in the evaluation and/or rating process. Incomplete responses will result in a reduced chance of funding. In order to ensure fairness to all, the Public Works Board does not accept any additional written materials or permit applicants to make presentations before the Board; and

WHEREAS, it is necessary that certain conditions be met as part of the application process; and

WHEREAS, RCW 43.155.060(3) requires that the project will be advertised for competitive bids and administered according to standard local procedure; and

WHEREAS, the loan will not exceed the maximum amount allowed by the Public Works Board of eligible costs incurred for the project; and

WHEREAS, any loan arising from this application constitutes a debt to be repaid, and (Kathy Hayden/Mayor) has reviewed and concluded it has the necessary capacity to repay such a loan; and

WHEREAS, the information provided in this application is true and correct to the best of the government's belief and knowledge and it is understood that the state may verify information, and that untruthful or misleading information may be cause for rejection of this application or termination of any subsequent loan agreement(s); and

NOW THEREFORE, (City of Sumner) certifies that it meets these requirements, and further that it intends to enter into a loan agreement with the Public Works Board, provided that the terms and conditions are satisfactory to both parties.

Signed:

Name:

Title:

Date:

SUBJECT: 160th Ave E Storm and Sewer Line Replacements - Construction Contract
Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$393,244.61

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract - Scotty's General Construction, Inc.

STAFF CONTACT: Courtney Littrell, Engineering Specialist

SUMMARY BACKGROUND:

The storm and sewer lines along 160th Ave E adjacent to the Windmill Apartment development are at risk for failure in the near future. As part of the apartment development, there will be new sidewalks constructed on top of where the current storm line runs, and the street will be repaved on the eastern half of the street where the sewer line is located. With the timing of this project, it is important that the storm and sewer lines are replaced prior to the installation of sidewalks and final paving of the street. This work is scheduled to take place in the first week of September, so the utility replacements need to happen quickly.

This project was placed for bid on June 20th, and bids were due on Wednesday, July 5th. One (1) bid was received in the amount of \$393,244.61 from Scotty's General Construction, Inc. The engineer's estimate was \$279,726.35.

The contractor will have thirty (30) working days to complete the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 7/11/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Scotty's General Construction, Inc., in an amount not-to-exceed \$393,244.61, for the 160th Ave E Storm and Sewer Line Replacements (CIP 23-06), substantially in a form approved by the City Attorney.

PUBLIC WORKS CONTRACT between City of Sumner and

Scotty's General Construction, Inc.

THIS AGREEMENT, made and entered into this day _____, between the City of Sumner under and by virtue of Title 35 RCW (Cities and towns) as amended and Scott's General Construction, Inc., hereinafter called the Contractor.

WITNESSETH:

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

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

CIP 23-06 160th Ave E Storm and Sewer Line Replacements

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

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

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

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

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

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

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

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

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

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

	DATE: _____ Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONTRACTOR: Rodger Scott, President Scott's General Construction, Inc. 20405 SE 344 th St Auburn, WA 98092 253-631-3477 scottysgeneral@msn.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Courtney Littrell, Engineering Specialist City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5710 courtneyl@sumnerwa.gov

Schedule A – Sewer Line Replacement

Item No.	Spec. Section	Std. Item No.	Description	Unit	Quantity	Unit Price	Total Amount
1	1-07	7736	SPCC Plan	Lump Sum	1	3,000.00	3,000.00
2	1-09	0001	Mobilization	Lump Sum	1	25,450.00	25,450.00
3	1-09	7728	Minor Change	Force Account	1	\$10,000	\$10,000
4	1-10	6971 / GSP	Project Temporary Traffic Control	Lump Sum	1	25,486.00	25,486.00
5	2-01	0035 / GSP	Clearing and Grubbing	Lump Sum	1	500.00	500.00
6	2-02	0050 / GSP	Removal of Structures and Obstructions	Lump Sum	1	2,500.00	2,500.00
7	2-09	7005	Structure Excavation Class B	Cu. Yd.	316	32.00	10,112.00
8	2-09	7008	Shoring or Extra Excavation Class B	Sq. Ft.	3640	6.00	21,840.00
9	2-09	SP	Dewatering	Lump Sum	1	86,520.00	86,520.00
10	2-12	7530	Construction Geotextile for Separation	Sq. Yd.	50	18.00	900.00
11	2-13	SP	Pavement Removal	Sq. Yd.	159	20.00	3,180.00
12	4-04	5100	Crushed Surfacing Base Course	Ton	670	36.00	24,120.00
13	5-04	5767	HMA Cl. ½ in. PG 58H-22	Ton	10	370.00	3,700.00
14	7-17	SP	Temporary Sewage Bypass Pumping System	Lump Sum	1	16,530.00	16,530.00
15	7-17	3767	PVC Sanitary Sewer Pipe 8 in. Diam.	LF	272	200.00	54,400.00
16	8-01	6488	Erosion/Water Pollution Control	Lump Sum	1	12,000.00	12,000.00

Total – Bid Schedule A: \$300,238.00Sales Tax (9.5%) on Subtotal, Schedule A: \$28,522.61Total Schedule A (Subtotal Plus Sales Tax): \$328,760.61

Schedule B – Storm Line Replacement

Item No.	Spec. Section	Std. Item No.	Description	Unit	Quantity	Unit Price	Total Amount
1	2-02	0050 / GSP	Removal of Structures and Obstructions	Lump Sum	1	8,000.00	8,000.00
2	2-09	7005	Structure Excavation Class B	Cu. Yd.	79	30.00	2,370.00
3	2-09	7008	Shoring or Extra Excavation Class B	Sq. Ft.	1052	1.00	1,052.00
4	2-09	SP	Dewatering	Lump Sum	1	100.00	100.00
5	2-12	7530	Construction Geotextile for Separation	Sq. Yd.	50	8.00	400.00
6	2-13	SP	Pavement Removal	Sq. Yd.	178	20.00	3,560.00
7	4-04	5100	Crushed Surfacing Base Course	Ton	304	32.00	9,728.00
8	5-04	5767	HMA Cl. ½ in. PG 58H-22	Ton	3	370.00	1,110.00
9	7-04	3480	Class V Reinf. Conc. Storm Sewer Pipe 12 In. Diam.	LF	303	88.00	26,664.00
10	7-4	SP	Temporary Storm Water Bypass Pumping System	Lump Sum	1	100.00	100.00
11	7-05	9605	Connection to Drainage Structure	Each	1	800.00	800.00
12	7-05	3091	Catch Basin Type 1	Each	4	2,200.00	8,800.00
13	7-07	7350	Cleaning Existing Drainage Structure	Lump Sum	1	1,800.00	1,800.00

Total – Bid Schedule B: 64,484.00

Sales Tax (0.0%) on Subtotal, Schedule B: _____

Total Schedule B (Subtotal Plus Sales Tax): 64,484.00

Total Bid (Schedule A + Schedule B): 393,244.61

EXHIBIT B

CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

_____,
Scotty’s General Construction, Inc.

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

SUBJECT: Ordinance No. 2862 - Sumner Municipal Code Update - 12.20 Sidewalk Construction

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Sidewalk Presentation
2. Ordinance No. 2862 - Sumner Municipal Code Update - 12.20 Sidewalk Construction

STAFF CONTACT: Courtney Littrell, Engineering Specialist, Andrew Leach, Associate Engineer

SUMMARY BACKGROUND:

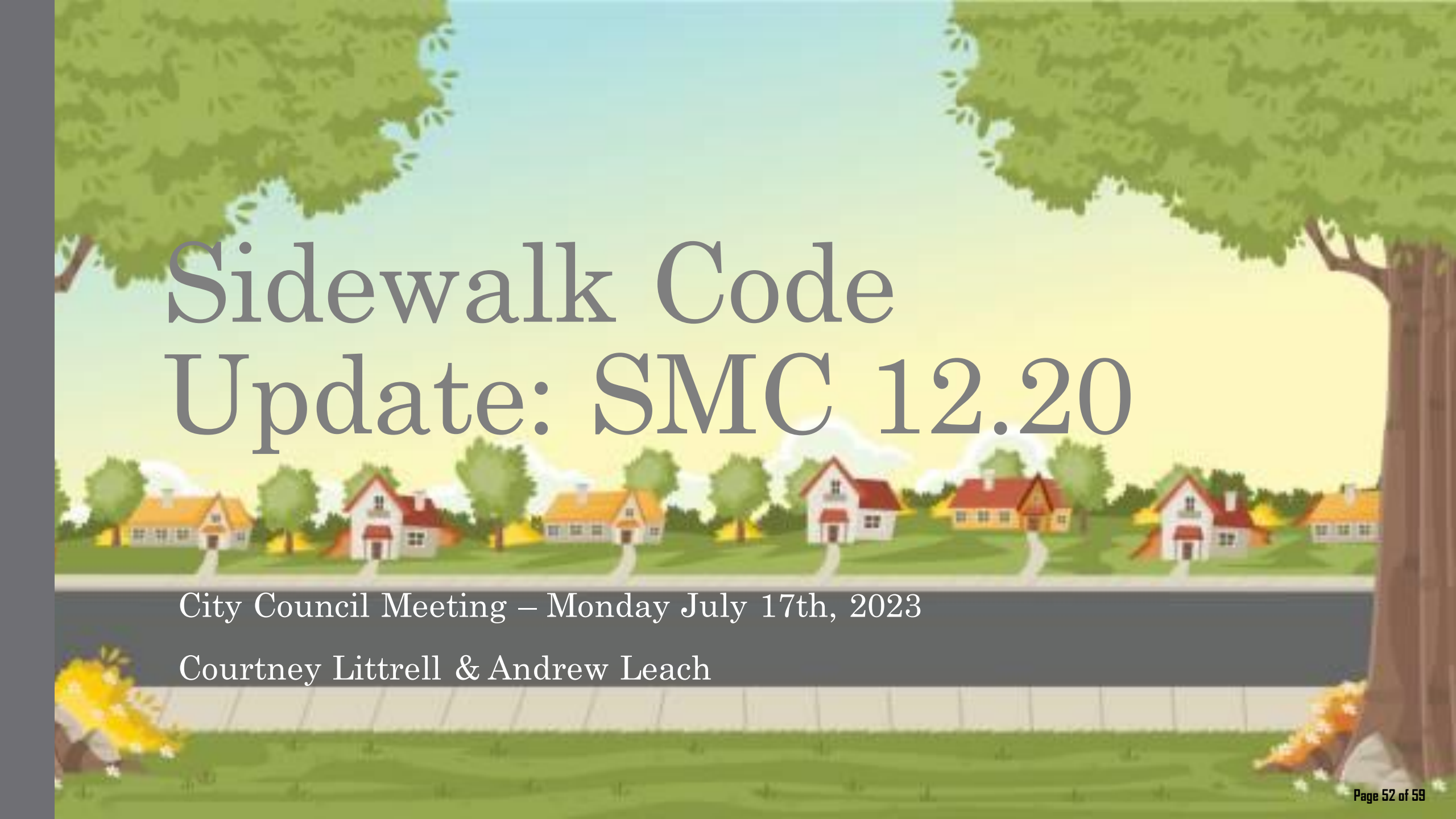
Sidewalks within the City of Sumner that are damaged are to be reported to City staff to be inspected for further action. The Sumner Municipal Code Chapter 12.20, Sidewalk Construction, outlines how these reported sidewalks are rated based on the damage observed. The current code only has three defects that are looked at during these inspections. However, the inspection details have since been updated to include additional damage categories to be evaluated for sidewalk replacement.

Additionally, the sidewalk code is to be updated to reflect that damages that are the responsibility of the Property Owner will have a Notice sent, which will include information on how to do the necessary sidewalk repairs, and to serve as notice that the Property Owner is responsible for the sidewalk replacement.

COUNCIL COMMITTEE/STUDY SESSION: Study Session MEETING/STUDY SESSION DATE: 6/26/2023 COMMITTEE RECOMMENDATION:
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STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No. 2862, revising sections of Chapter 12.20 Sidewalk Construction, substantially in the form as approved by the City Attorney.



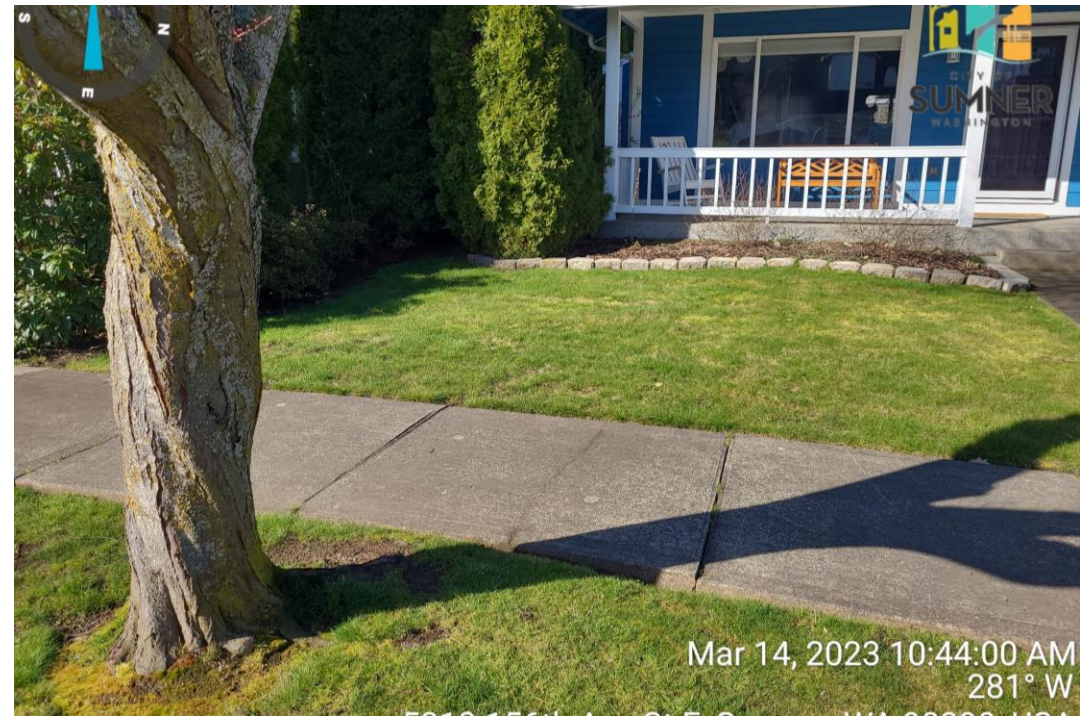
Sidewalk Code Update: SMC 12.20

City Council Meeting – Monday July 17th, 2023

Courtney Littrell & Andrew Leach

Sidewalk Code Update

- Updating the code to reflect the rating system that is in place for sidewalk damages
- Ratings and the code are how we can prioritize the repairs of damaged sidewalks throughout the City
 - Street Trees
 - Helping Homeowners



Questions?

**ORDINANCE NO. 2862
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SECTIONS 12.20.005, 12.20.070, AND 12.20.160 OF SUMNER MUNICIPAL CODE CHAPTER 12.20 ENTITLED SIDEWALK CONSTRUCTION.

WHEREAS, the City of Sumner has updated the process for sidewalk condition assessments and sidewalk responsibility; and

WHEREAS, the responsibility of the sidewalk replacement is dependent on the damage type; and

WHEREAS, the sidewalk will be evaluated based on horizontal separation, vertical differential, cross slope, length of the affected area, if a curb ramp is affected, and if a driveway/alley approach is affected.

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

Section 1. The City of Sumner Municipal Code Chapter 12.20 entitled Sidewalk Construction shall be revised as detailed in Exhibit A.

Section 2. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

Section 3. Effective Date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection number; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this 17th day of July, 2023.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

Date Adopted:

Date of Publication:

Effective Date:

EXHIBIT A

12.20.005 Purpose.

A. The purpose of this chapter is to promote the health, safety, and welfare of the general public by establishing a sidewalk program ~~which~~ that clarifies the responsibilities of the City of Sumner and property owners with respect to the construction and maintenance of sidewalks, including identifying standards and priorities for sidewalk construction and repairs, and ~~sets~~ setting forth the process and penalties for enforcement of the same.

B. This chapter does not create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter. This chapter does not establish or impose any duty whatsoever upon the city of Sumner or any of its officers or employees for whom the implementation, funding or enforcement of this chapter shall be discretionary and not mandatory. Accordingly, no provision or term used in this chapter is intended to impose any duty which would subject the City or any of its officers or employees to damages in a civil action. (Ord. 2764 § 1 (Exh. A), 2021)

12.20.070 Order for construction or repair – Notice.

A. Except as provided in subsection B of this section, whenever, in the judgment of the city public works department, the public convenience or safety may require that a sidewalk be constructed, renewed, or repaired ~~or cleaned~~ along either side of any street or other public place therein as required by this chapter, and when said department deems the construction, renewal, repair or cleaning of such sidewalk necessary or convenient for the public, it is authorized to order such sidewalk constructed, renewed, or repaired ~~or cleaned~~ and to cause a notice in writing to be served on the property owner of each lot, block or parcel of land immediately abutting upon that portion and side of such street or public place where said sidewalk is to be constructed, renewed, or repaired ~~or cleaned~~, requiring the property owner of the abutting property to construct such sidewalk. Such notice shall be given in accordance with chapter 15.06 SMC.

B. When the department becomes aware of a sidewalk defect caused by a city street tree, as defined in SMC 12.20.010, the director or the director's designee is authorized to inspect the sidewalk and, upon confirmation of a defect, the director or director's designee may ~~rate and~~ determine the responsibility and prioritize the repair of the sidewalk in accordance with the city's sidewalk repair policies. Where the sidewalk cannot be immediately repaired, the director or designee is authorized to take such temporary remedial measures as are reasonable given the nature and scope of the defect. Such interim measures may include but are not limited to painting the affected sidewalk area, posting signage regarding the defect, and/or installing barriers to prevent the use of the sidewalk. (Ord. 2764 § 1 (Exh. A), 2021; Ord. 2355 § 1 (part), 2011; Ord. 1390 § 4, 1987. Formerly 12.20.050)

12.20.160 Existing sidewalk repair/ replacement.—~~Evaluation criteria.~~

All sidewalks will be inspected upon receiving a complaint regarding the condition of the sidewalk. The sidewalk will be inspected to determine the ADA compliance and the extent of the damage in order to determine if it is the responsibility of the Property Owner or if it is the responsibility of the City.

For damages that fall under the responsibility of the Property Owner, a Notice will be sent to the Property Owner and will contain necessary information related to permit requirements and potential payment options. The permit holds the permittee accountable for all repairs needed to the sidewalk and ensures that the sidewalk will be constructed to meet City Specifications.

A. All sidewalks will be graded on a point system. The sidewalks will be inspected and graded in five-foot sections starting at a joint or pattern line.

B. Points shall be added for each defect with points varying per defect and the severity. ~~When points of a particular section fall between zero and 50, no action is required. When the points fall between 51 and 74, that section shall be repaired. When the points are 75 or greater, that section shall be replaced.~~

C. Sidewalks shall be inspected for the following defects:

1. Cracks having a horizontal separation of one-fourth inch or more;
2. Cracks having a vertical differential of one-fourth inch or more;
3. ~~Drainage depression.~~ Cross Slope greater than 2%;
4. Length of the affected area;
5. Curb Ramp affected; and
6. Driveway/Alley Approach affected.

D. Where an expansion joint itself is a problem, the sidewalk sections on either side of it shall be graded and the defective points generated by the joint itself shall be added to that section receiving the most points.

E. The following range of points shall be established for each defect:

1. Crack – Horizontal Separation.
 - a. Over one-fourth inch, 15 points;
 - b. Over three-fourths inch, 51 points;
 - c. Over one inch, 100 points.
2. Crack – Vertical Separation.

- a. Over one-fourth inch, 10 points;
- b. Over one-half inch, 51 points;
- c. Over one inch, 100 points.

3. Cross Slope

- a. 2% to 3.5%, 10 points;
- b. 3.5% to 5%, 20 points;
- c. Greater than 5%, 40 points.

4. Length of Affected Area

- a. 0 feet to 15 feet, 10 points;
- b. 15 feet to 50 feet, 20 points;
- c. Greater than 50 feet, 40 points.

5. Curb Ramp

- a. Out of Compliance and in good condition, 10 points;
- b. Out of Compliance and in poor condition, 20 points;
- c. No curb ramp, 40 points.

6. Driveway/Alley Approach

- a. Out of Compliance and in good condition, 10 points;
- b. Out of Compliance and in poor condition, 20 points;
- c. No approach ramp, 40 points.

~~3. A vertical or horizontal crack one inch or greater shall automatically require replacement of the respective sidewalk section.~~

~~4. Points for horizontal and vertical cracks shall be doubled when the defect occurs in the pedestrian-traveled portion of a sidewalk which has significant pedestrian use. (Ord. 2764 § 1 (Exh. A), 2021; Ord. 2355 § 1 (part), 2011; Ord. 1417 § 7, 1988; Ord. 1390 § 14, 1987. Formerly 12.20.140)~~