



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

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

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

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 232 432 910 936 Passcode: 6uHEd4

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

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

Phone Conference ID: 539 397 162#

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

CALL TO ORDER

COMMITTEE BUSINESS

1. Biosolids Dewatering Improvements - Project Acceptance
2. Cemetery Building - Construction Contract Award
3. Town Center: Utility & Woonerf Project - Construction Management Services Amendment
4. Ordinance No. 2869 - Sumner Municipal Code Update - 13.48 Stormwater Management Regulations
5. Resolution No.: 1661: Pollution Prevention Assistance Partnership - Interagency Agreement Authorization

REPORTS

1. Project Management Report

ADJOURNMENT

SUBJECT: Biosolids Dewatering Improvements - Project Acceptance

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Project Completion Report
 2. Notice of Completion
-

STAFF CONTACT: Michael Kosa, City Engineer

SUMMARY BACKGROUND:

The City of Sumner's Wastewater Treatment Facility contracted for procurement and installation of a second centrifuge to provide needed redundancy and capacity within the biosolids dewatering operation.

The original construction contract amount was \$1,487,969.76, the ending construction contract amount was \$1,489,438.83. The contractor, Stellar J Corporation, has met all necessary obligations under the contract. Staff is recommending that the Council accept the contract as complete.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/1/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion accepting the completion of Biosolids Dewatering Improvements (CIP 17-18) contract with Stellar J Corporation, in the final contract amount of \$1,489,438.83, and authorizing the Mayor and City Administrator to execute any and all documents necessary to formally accept the project, substantially in a form as approved by the City Attorney.

Public Works - Project Completion Report

Project Title: Biosolids Dewater Improvements
 Project Number: CIP 17-18
 Project Manager: Jason Van Gilder/ Michael Kosa

City Council Authorization (if required)

Contract Type	Auth Date	Auth Amount	
Preliminary Engineering	August 2017	\$ 103,700	G&O
Preliminary Engineering	November 2017	3,980	G&O
Construction	8/7/2017	1,477,408	Stellar J
Construction	10/7/2020	32,615	Stellar J
Construction Engineering	9/19/2019	128,600	G&O
Construction Engineering	1/12/2021	12,144	G&O
Total Amount Authorized		\$ 1,758,447	

Design
 Splitter Box Design Amendment
 Original Contract (includes sales tax)
 Change Order (sales tax added)
 Change Order COVID-19 Construction Reqrmts

Project Financing Summary**Project Revenue Source****City Funding Source(s)**

Fund	<u>402</u>	<i>Enter fund</i>
Budgeted Amount	\$ <u>1,872,219</u>	<u>40259438.564438</u>
Total Budget	\$ <u>1,872,219</u>	

Other Funding Source(s)

Agency	<u>n/a</u>	<i>Enter granting/lending agency</i>
Contract Number	<u>n/a</u>	<i>Enter agreement number</i>
Grant/Loan Amount	\$ <u>-</u>	<i>Enter awarded amount</i>

Total Funding Sources \$ 1,872,219 *Calculated*

Construction Summary*Signature on this section constitutes contract acceptance*

Construction	
Engineer's Estimate	\$ <u>1,577,000</u>
Low Bid/Contract	<u>1,487,969.76</u>
Change Order 1	<u>32,614.66</u>
Total Ending Contract Amount	\$ <u>1,520,584</u>
% Variance from Council Award	<u>3%</u>

Total Expended	<u>1,489,438.83</u>
% Variance from Council Award	<u>1%</u>

Signature

Title

Date

DocuSigned by:

Michael KosaCity Engineer7/25/2023 | 11:35 AM PDT

Project Expenditures	
Preliminary Engineering/Design	\$ 107,608.40
Construction	1,489,438.83
Construction Engineering	140,744.00
Staff Time	6,530.57
Other Expenses	3,379.30
Total Project Cost	\$ 1,747,701.10

Summary	
Total Project	
Authorized Budget	\$ 1,872,219
Total City Funds utilized	\$ 1,747,701
Total Other Funding	\$ -
Total (Under) / Over Budget	\$ (124,518)

Authorized by Council				
Contract Type	Authorized	Actual	Variance	
Preliminary Engineering	\$ 107,680	\$ 107,608	\$	(72)
Construction	1,510,023	1,489,439		(20,584)
Construction Engineering	140,744	140,744		-
Total Amount Authorized	\$ 1,758,447	\$ 1,737,791	\$	(20,656)

Reviewed by:

DocuSigned by:

Michael Kosa

10C1058CA97546B...PW Project Manager

Reviewed by:

DocuSigned by:

Kassandra Raymond

9A5D5E5EBAEC4A5...Finance Department



NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Department Use Only

Assigned to:

Date Assigned:

Date 03/30/2022

Form Version Original

Revision Reason

Awarding Agency Information

Name SUMNER, CITY OF

UBI 277000014

Address 1104 MAPLE ST SUMNER,WA-98390

Email Address kelseyw@sumnerwa.gov

Contact Name Kelsey White

Phone 253-299-5700

Prime Contractor Information

Name STELLAR J CORPORATION

UBI 601702222

Address 1363 DOWN RIVER DR WOODLAND,WA-98674

Email Address stephanie@stellarj.com

Contact Name STELLAR J
CORPORATION

Phone 360-225-7996

Project Information

Project Name Biosolids Dewatering Improvements

Contract # CIP 17-18

Affidavit ID 1016009

Jobsite Address

Date Awarded

09/17/2019

Date Work Commenced

12/30/2019

Date Work Completed

04/04/2021

Date Work Accepted

11/08/2021

Federally Funded Transportation Project *If yes, attach Contract Bond Statement.* ☐

Bond Waived?

Retainage Waived?

Subcontractors Used? *If yes, complete Addendum A.* ☒

Detailed Description of Work Completed Wastewater treatment plant biosolids dewatering improvements.

DOR Tax Information

*Right-click on the total field and select Update Field to auto-calculate.

Contract Amount \$1,351,700.00

Liquidated Damages

\$ 0.00

Additions (+) \$29,839.58

Amount Disbursed

\$1,489,438.83

Reductions (-) \$18,863.87

Amount Retained

\$ 0.00

Sub-Total* \$1,362,675.71

Other

\$ 0.00

Sales Tax Amount \$126,763.12

Sales Tax Rate *If multiple rates, attach a list.* 9.30%

TOTAL* \$1,489,438.83

TOTAL*

\$1,489,438.83

These two totals must be equal.

Apprentice Utilization Information

Was Apprentice Utilization Required? *If yes, complete this entire section.* ☐

Engineer's Estimate \$ 0.00

Utilization % 0.48%

Was a Good Faith Effort approved?

Comments

Sales tax prior to 7/1/21 (9.3%*\$1,328,408.87) = \$123,542.04

Sales tax after 7/1/21 (9.4%*\$34,266.84) = \$3,221.08

Total Tax paid : \$126,763.12

The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
NO PAYMENT SHALL BE MADE FROM THE RETAINED FUNDS until receipt of all release certificates and affidavits.

Submitting Form: Submit the completed form by email to all three agencies below.



Department of Revenue
Public Works Section
(360) 704-5650
PWC@dor.wa.gov



Washington State Department of
Labor & Industries
Contract Release
(855) 545-8163, option # 4
ContractRelease@LNI.WA.GOV



Employment Security Department
Registration, Inquiry, Standards &
Coordination Unit
(360) 890-3499
publicworks@esd.wa.gov

Addendum A: Please List all Subcontractors and Sub-tiers Below

This addendum can be submitted in other formats.

Provide known affidavits at this time. **No L&I release will be granted until all affidavits are listed.**

Subcontractor's Name:	UBI Number: (Required)	Affidavit ID*
CASCADE SAWING & DRILLING INC	600436993	1078649
CENTRE POINTE SURVEYING	601752691	938285
DRAIN-PRO INC	602740534	1077978
E C I SERVICES	602026577	965397
GRIZZLY BAR & POST TENSNG INC	604212630	933225
MADSEN ELECTRIC	278030668	1021768
MILES SAND & GRAVEL COMPANY	171004760	1071730
OLSON BROTHERS PRO-VAC LLC	602170975	1097520
RALPH'S CONCRETE PUMPING	578085430	1064567
STELLAR J CONSTRUCTION INC	603084540	1016200



Employment Security Department

WASHINGTON STATE

March 31, 2022

ESD# 000863924005

UBI# 601702222000

STELLAR J CORPORATION
1363 DOWN RIVER DR
WOODLAND, WA-98674

SUMNER, CITY OF

Employment Security Department hereby certifies those contributions, penalties and interest due from the above named contractor under the Employment Security Act have been paid in full or provided for with respect to the following public works contract:

Description Biosolids Dewatering Improvements
Contract number CIP 17-18

The Employment Security Department hereby certifies that it has no claim pursuant to RCW 50.24.130 against the public body named above for tax attributable to service performed for said public body by the above named contractor on the above described contract. The Employment Security Department releases its lien on the retained percentage which is provided by RCW 60.28.040 for contributions, penalties and interest due from said contractor.

This certificate does not release said contractor from liability for additional contributions, penalties and interest which may be later determined to be due with respect to the above mentioned contract.

If we may be of further assistance, please call (360) 890-3499 or email publicworks@esd.wa.gov

EMPLOYMENT SECURITY DEPARTMENT



STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES
PO Box 44274 Olympia, Washington 98504-4274

May 31, 2022

SUMNER, CITY OF
1104 MAPLE ST
SUMNER WA 98390

CERTIFICATE TO RELEASE L&I'S HOLD ON RETAINAGE

The Washington State Department of Labor & Industries is granting approval to release our hold on the retained amount for **BIOSOLIDS DEWATERING IMPROVEMENTS, Contract CIP 17-18, Affidavit 1016009** to the following contractor:

STELLAR J CORPORATION

908,480-00

601 702 222

We have determined that all workers' compensation premiums, increases, and penalties for this contractor have been paid in full or are readily collectible without recourse to the retained funds, per chapter 60.28 RCW.

The contractor may still be liable for payment if we later determine they owe additional premiums related to this contract or other activities.

Before final payment can be made to the contractor, you will also need to receive releases from the Departments of Revenue and Employment Security Department in addition to ensuring:

- All liens against retainage have been satisfied
- All *Affidavit of Wages Paid* forms have been filed

Thank you,

Christina Summers
Contract Release Specialist
(360)902-5772
SUMC235@LNI.WA.GOV

cc: STELLAR J CORPORATION
1363 DOWN RIVER DR
WOODLAND WA 98674



CONFIDENTIAL

Page 9 of 78

Page 9 of 78

Page 9 of 78

Page 9 of 78



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

CITY OF SUMNER
C/O KELSEY WHITE
1104 MAPLE ST
SUMNER WA 98390-1407

July 8, 2022
Letter ID: L0020107737
UBI: 601-702-222
Account ID: 601-702-222
Account Type: Excise Tax
Audit ID: A15631
Audit Period: 09/01/19 - 02/28/22

We hereby certify that taxes, increases and penalties due or to become due from the contractor listed below under Chapter 180, Laws of 1935, as amended, with respect to the following public works contract:

STELLAR J. CORPORATION

Public Agency: SUMNER, CITY OF

Project Name: Biosolids Dewatering Improvements

Contract Number: CIP 17-18

Description of Work: Wastewater treatment plant biosolids dewatering improvements.

has been paid in full, or is in the Department's opinion readily collectible without recourse to the state's lien on the retained percentage.

This certificate is issued pursuant to the provision of Chapter 60.28 Revised Code of Washington for the sole purpose of informing the state, county, or municipal officer charged with the duty of disbursing or authorizing the payment of public funds to said contractor that the Department of Revenue hereby releases the state's lien on the retained percentage provided by this Chapter for excise taxes due from said contractor.

This certificate does not release said contractor from liability for additional tax that may be later determined to be due with respect to the above-mentioned contract or other activities.

Dated July 8, 2022 at Olympia, Washington,

State of Washington
Department of Revenue

Certifying Officer

SUBJECT: Cemetery Building - Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Bid Tab

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

SUMMARY BACKGROUND:

This project consists of a new 4,800 square foot single-story maintenance building located at the cemetery. The building is wood framed with veneer masonry and metal siding, a trussed roof structure, a high bay workshop, restrooms, office, breakroom and mezzanine level.

Construction bids were due 8/01/2023 at 10:00am. The engineer's estimated bid range was \$1,450,000 to \$1,600,000. The apparent low bidder was Bershauer Construction with a base bid of \$1,586,000.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/1/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with the apparent low bidder for the Cemetery Maintenance Facility Project (CIP 22-03), substantially in a form approved by the City Attorney. The engineer's estimated bid range is \$1,450,000 to \$1,600,000.

Bid Tabulation

[illegible]

Bid Tabulation

[illegible]

SUBJECT: Town Center: Utility & Woonerf Project - Construction Management Services Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$96,880.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Amendment with Scope & Fee

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

SUMMARY BACKGROUND: The Town Center:Utility & Woonerf project is a combination of the Alder Kincaid Utility and the Academy Street Bike Lanes projects. This contract provides for the installation of new water mains and services at Kincaid Avenue, Alder Avenue, Park Street, and Maple Street. The project includes the trenching, excavation, and installation of the new water lines as well as the removal or abandonment of the existing water lines and the surface restoration associated with the work. Improvement also includes the stamped, colored concrete sidewalks and roadway that make up the woonerf around Heritage Park on Kincaid Avenue, Cherry Avenue, and the intersection with Main Street to the north. This project also replaces the non-conforming curb ramps, installing bulbouts, storm drainage, and associated restoration along Academy Street.

The purpose of this supplement is to expand the consultant's scope to supplement the current contract for Construction Management Services with additional funds to complete the project. KPG-Psomas was previously selected to provide consulting services for this project through a qualification-based selection process. An hourly rate agreement supplement was previously negotiated for the Construction Management Services phase of this project and is being supplemented here for the following reasons:

- There have been RFI's and design questions that have been more extensive than were originally anticipated to manage
 - 29 working days have been added to the contract (6 additional days since the last contract supplement).
 - The Contractor is currently 21 working days beyond the contract and does not expect to be fully complete with the project until September at the earliest.
 - The original CM Services contract anticipated a 40 hour work week for inspection, but the Contractor typically works 50 hours work weeks and this requires inspection coverage.
 - There have been non-working days that required continued coordination and discussion with the contractor to keep everything moving forward. The original CM Services contract assumed 10 non-working days. In the previous supplement there were 24 non-working days. To date, there have been 47 unworkable/suspension days, and we expect there to be more between now and completion in September.
 - The Contractor intends to pursue a number of claims at the conclusion of this project and the City needs to continue to include our Construction Management team as a resource on this project.
-

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/1/2023
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to KPG Psomas's Consultant Services Contract for the Town Center: Utility & Woonerf project (CIPs 19-05 and 20-08), increasing the contract amount by \$96,880.00 to a total authorized amount not-to-exceed \$989,603.75, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 4

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **KPG Psomas Inc.**

CONTRACT NAME & PROJECT NUMBER: **Academy Street Bike Lanes (CIP 20-08)**

ORIGINAL AGREEMENT DATE: **October 19, 2020**

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

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

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

See Exhibit A

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

Original Contract Sum, <i>including applicable WSST</i>	\$34,821.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$857,902.75
Current Contract Amount <i>including all previous amendments</i>	\$892,723.75

Current Amendment Sum	\$96,880.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$989,603.75

Original Time for Completion (insert date)	12/31/2023
Revised Time for Completion under prior Amendments (insert date)	12/31/2024
Add'l Days Required (±) for this Amendment	N/A
Revised Time for Completion (insert date)	N/A

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

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

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

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

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

EXHIBIT A

Project Scope of Work

Supplement

July 2023

Construction Services

This supplement will provide construction management services for the construction contract to complete the City of Sumner – Town Center Utility and Woonerf Project (hereinafter called “Project”). City of Sumner project number CIP 21-08. These services will include project management, inspection, and contract administration during the construction of the project, as detailed below KPG Psomas (“Consultant”) will provide to the City of Sumner, Washington (“City”) construction management for the project. A detailed scope for the Contract follows:

I. INTRODUCTION

Amendment #3 to the Contract assumed construction of the project would be complete June 7th, 2023 based on the available information at the time it was submitted. The construction contract finish date has been pushed back for a variety of reasons and project difficulties. Additionally, the contractor has exceeded the contract working days. CIPP is potentially scheduled for August and final seeding is scheduled for September. The contractor has not yet provided a schedule to complete these items. Based off current projections, the project is now scheduled to be complete in September at the earliest. We anticipate construction services will be needed into the middle of October. This supplement assumes required efforts will continue to trend down as the assumed Physical Completion date approaches.

The following scope of services and associated costs are based upon the assumptions outlined below.

Assumptions:

- This supplement is for a part-time project manager, a part-time resident engineer at 20 hours/week, a part-time documentation specialist at 20 hours/week, and one part-time inspector during construction and punchlist activities. The level of services is based on a projected completion date of September 29, 2023. This scope covers **59 working days** from July 26th, 2023 to October 13th, 2023. It is anticipated that site observation will be part-time for punchlist work and full-time for any remaining major items.
- Services will be performed in general accordance with the Local Agency Guidelines (LAG), the interlocal Agreements between (“Utilities”) (if applicable), the City, and the WSDOT Construction Manual.
- Services considered incidental to this work include management of temporary construction licenses secured by the City. The Consultant will also direct the work of the Contractor consistent

with said licenses as well as the terms of any easements secured for project improvements.

- Hours of work. Work is anticipated to take place during daylight hours on a single shift of up to 8 hours per day, 5 days per week. No night shift work related to this project is included in this scope and budget. Any night shift work shall be negotiated as requested by the Project.
- Field office: No field office support is included in this agreement.

II. SCOPE OF WORK

TASK 1 – MANAGEMENT/COORDINATION/ADMINISTRATION

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- Organize and support work for project staff.
- Review monthly expenditures, prepare invoice and submit project progress letter to the City.

TASK 2 – CONSTRUCTION MANAGEMENT AND ADMINISTRATION

Construction Management and Office Support Services:

Document Control. Original documentation will be housed at the Consultant's office, and filed in accordance with standard filing protocol.

Project Coordination: Liaison with the City on a regular basis to discuss project issues and status. Coordinate with utilities, and community outreach issues as requested by the City.

Plan Interpretations: Provide technical interpretations of the drawings, specifications, and contract documents, and evaluate requested deviations from the approved design or specifications. Coordinate with the City for resolution of issues involving scope, schedule, and/or budget changes.

Weekly Meetings: Lead weekly meetings, including preparation of agenda, meeting minutes, and distribution of minutes to attendees. Outstanding issues to be tracked on a weekly basis.

Initial Schedule Review: Perform detailed schedule review of contractor provided CPM for conformance with the contract documents.

Monthly Pay Requests: Prepare monthly requests for payment, review with the City and Contractor and approve, as permitted. Utilize City provided format for pay estimates, or Consultant format.

Submittals: Coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents. Key submittals to be transmitted to the City for their review and approval. Submittals shall be logged and tracked.

Request for Information (RFI): Review and respond to RFI's. RFI's shall be logged and tracked.

Certified Payroll: City shall take lead on verification of subcontractors and tracking of Certified Payrolls.

Change Orders: Develop change orders, provide technical assistance to negotiate change orders, and

assist in resolution of disputes which may occur during the course of the Project. It is recognized any change orders to the City's Contractor that extend time for the Contractor shall also be reflected in this agreement to extend time for the Consultant.

Community Communication: The City shall take lead on community Communications.

Project Closeout: Documentation necessary for closeout will be provided upon Physical Completion.

Legal Support: In the event of a claim on the project, KPG will support City requests as needed.

TASK 3 – FIELD INSPECTION

Field Inspection:

The Consultant shall provide the services of one part-time inspector to monitor the progress of the work. Construction staff shall oversee the following items of work, on the project site, and will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and the City.

The presence of the Consultant's personnel at the construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will generally conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. The Consultant's personnel shall act in accordance with Section 1-05.1 and 1-05.2 of the current WSDOT Standard Specifications. The Consultant will endeavor to protect all parties against defects and deficiencies in the work of the Contractor, but cannot guarantee the Contractor's performance and shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the Contractor and any Subcontractors.

Field inspection staff will perform the following duties as a matter of their daily activities:

- i. Prepare daily construction reports detailing the Contractor's operations performed for each day the Contractor is on-site; measure the quantities of materials installed, log equipment and staff used, and other associated information necessary to develop monthly pay estimates.
- ii. Respond to questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor, including response to related questions from adjacent property owners and the general public.
- iii. Prepare field records and documents to help assure the project is administered in accordance with funding requirements.
- iv. Provide periodic photographs during the course of construction. Photographs will be in digital format and cataloged by date. A series of post construction photographs will also be provided to the City in digital format.
- v. Coordinate with the contractor-provided surveyor and verify general adequacy of surveying provided.

- vi. Coordinate with the City utility and traffic signal operations and maintenance personnel as needed.

Substantial Completion: Upon substantial completion of work, coordinate with the City and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punchlist' of items to be completed. A punchlist and Certificate of Substantial Completion will be prepared by the Consultant and issued by the City.

MANAGEMENT RESERVE

The services described under this task, and any other additional services requested by the City, will be performed only when authorized by the City. Authorization to perform additional services will be in the form of a supplement to this agreement, specifying the work to be performed, and basis of payment.

- Provide any additional services resulting from changes in scope or design of the project. Changes include, but are not limited to, changes in size, complexity, the schedule, character of construction, or method of financing.
- Preparation of award submittal for APWA, ASCE, and other agencies.
- Provide claims analysis and assistance in resolving claims that are protracted in nature and beyond the scope of the change order process described herein.
- Ribbon Cutting Ceremony: Conduct a ribbon cutting ceremony that provides information about the project elements and schedule, and that provides information about how to stay informed through the project. Handouts to be prepared for this task. Refreshments, tables, and other necessary items to be provided by the Consultant.
- Other activities deemed necessary by the City.

III. DELIVERABLES

- i. Daily Reports
- ii. Construction Photographs – 1 set, including preconstruction photographs
- iii. Weekly meeting minutes
- iv. Certificate of Substantial Completion with punchlist
- v. Monthly Contractor pay requests
- vi. Physical completion letter and recommendation of final acceptance letter – BY CITY
- vii. All project records at the completion of the contract, including submittals, RFI's, change orders, correspondence, and other information.

EXHIBIT D
PRIME CONSULTANT COST COMPUTATIONS
Client: City of Sumner
Project Name: Academy Bike Lanes and Town Center CM
KPG Psomas Inc. Project Number: 20076
59 additional working days to close the project in October
Date: 7/26/23

Task No.	Task Description	Labor Hour Estimate							Hours	Total Hours and Labor Cost Computations by Task
		Principal	Constructio n Manager	Resident Engineer	Constructio n Observer II	Document Control Specialist I	Document Control Admin	Senior Admin		
		285	185	155	130	121	104	133		Totals
Task 1 - MANAGEMENT / COORDINATION / ADMINISTRATION										
1.1	Project Management and Administrative Services	12	8						20	\$ 4,900.00
1.2	Prepare, review and submit monthly expenditures							4	4	\$ 532.00
Task Total		12	8	0	0	0	0	4	24	\$ 5,432.00
Task 2 - Construction Management (CM) and Administrative Services.										
4.1	Construction Management and Office Support @4 hrs/day			236		236			472	\$ 65,136.00
4.3	Certifiied Payrolls						8		8	\$ 832.00
Task Total		0	0	236	0	236	8	0	480	\$ 65,968.00
Task 3 - Field Inspection										
5.1	Construction Inspection @4 hrs/day through September				196				196	\$ 25,480.00
Task Total		0	0	0	196	0	0	0	196	\$ 25,480.00
Total Labor Hours and Fee		3,420	1,480	36,580	25,480	28,556	832	532	700	\$ 96,880.00
Subconsultants										
									Subtotal	\$ -
									Administrative Charge (5%)	\$ -
									Total Subconsultant Expense	\$ -
Reimbursable Direct Non-Salary Costs										
									Mileage at current IRS rate	
									Reproduction Allowance	\$ -
									Total Reimbursable Expense	\$ -
									Total Estimated Budget	\$ 96,880.00

SUBJECT: Ordinance No. 2869 - Sumner Municipal Code Update - 13.48 Stormwater Management Regulations

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Proposed Code Changes

STAFF CONTACT: Mike Dahlem, Public Works Director

SUMMARY BACKGROUND:

Due to housing code changes, there have been some unintended consequences to the Stormwater code. Typically, the City assumes responsibility for the storm facilities in a plated single family development. All multifamily, commercial, and industrial developments are privately owned. With the change in the code, rather than constructing apartments, the developers are constructing townhouses that have zero lot line and are on individual lots. The code needs to be changed to clarify that the storm facilities in these developments are to be privately owned.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/1/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No.: 2869, revising sections of Chapter 13.48: Stormwater Management Regulations, substantially in the form as approved by the City Attorney.

Proposed Code Changes

13.48.720 Ownership and maintenance requirements – Generally.

~~In general, Stormwater facilities serving single-family residential developments located in Low Density Residential Districts will be owned and maintained by the City. and Stormwater facilities serving single-family residential, multifamily residential, commercial, and industrial developments in all other zones will be~~ shall remain privately owned and maintained pursuant to a separate Stormwater Management Agreement between the City and the owner of each lot within the development. Maintenance required for private stormwater drainage systems and public stormwater drainage systems is as set forth in Sumner Development Specifications and Standard Details, Chapter 5.

SUBJECT: Resolution No.: 1661: Pollution Prevention Assistance Partnership -
Interagency Agreement Authorization

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1661
2. Pollution Prevention Assistance Interagency Agreement Contract

STAFF CONTACT: Courtney Littrell, Engineering Specialist

SUMMARY BACKGROUND:

The City of Sumner has participated as a partner in the Washington State Department of Ecology's statewide "Pollution Prevention Assistance Program" since 2011. Through this partnership, we have been able to provide free assistance to businesses throughout the City on the proper management of hazardous waste. This contract will provide funding for the City to continue this work and complete an additional 120 visits between July 2023 and July 2024. The total agreement amount is \$170,500.00.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/1/2023
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.: 1661 authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and the Washington State Department of Ecology related to the Pollution Prevention Assistance Program in a form as approved by the City Attorney.

RESOLUTION NO. 1661

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE POLLUTION PREVENTION ASSISTANCE PROGRAM.

WHEREAS, the City of Sumner and the Washington State Department of Ecology seek to enter into an intergovernmental agreement enabling the City of Sumner to provide Pollution Prevention Assistance to small business within the City of Sumner; and

WHEREAS, the City Council has determined it to be in the best interest of the City of Sumner to enter into said intergovernmental agreement; and

WHEREAS, the City of Sumner is authorized, pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, to enter into such agreement;

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

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and the Washington State Department of Ecology for the purpose of providing Pollution Prevention Assistance to small businesses, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

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

ADOPTED AND APPROVED this ____ day of ____, 20____.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney



IAA No. C2400050

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

City of Sumner

THIS INTERAGENCY AGREEMENT (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “**ECOLOGY**,” and the City of Sumner hereinafter referred to as the “**CONTRACTOR**,” pursuant to the authority granted by Chapter [39.34](#) of the Revised Code Washington, Interlocal Cooperation Act.

THE PURPOSE OF THIS AGREEMENT is for the **CONTRACTOR** to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership (formerly known as the Local Source Control (LSC) Partnership).

WHEREAS, **ECOLOGY** has legal authority (RCW 70A.214 and RCW 70A.300) and the **CONTRACTOR** has legal authority (13.48.900 Source Control Responsibility, requiring businesses to assess potential pollutants and develop pollution prevention plans. The city provides voluntary technical assistance for this.) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

The **CONTRACTOR** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work*, and Appendix B, *Budget Detail*, attached hereto and incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2023**, and be completed by **June 30, 2025**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

Compensation for this agreement will be release in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two can be up to the remaining percentage of the project budget. On or before August 15, 2024, Ecology will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second-year funding the CONTRACTOR, by June 30, 2024, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress or funding is limited, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. ECOLOGY will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is **Model Toxics Control Operating Account (23P), Model Toxics Capital Account (23N)**. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed One hundred seventy thousand, five hundred dollars and zero cents (\$170,500.00), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work*. ECOLOGY will not make payment until it has reviewed and accepted the work.

Travel expenses (meals, lodging, and mileage) will be reimbursed according to current state rates at the time of travel, not to exceed the budget (see Appendix B, *Budget Detail*).

Purchase of source control tools or equipment (e.g., spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be listed in *Goods and Services budget* or *Equipment budget* in Appendix B. Any purchases of equipment or good and services over \$1,000.00 not specifically listed in Appendix B must be pre-approved by ECOLOGY. When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at ECOLOGY's sole discretion.

Indirect rates will be paid as indicated in Appendix B, *Budget Detail*. Changes to the indirect rate may be considered by ECOLOGY. CONTRACTOR shall provide supporting documentation necessitating the change to ECOLOGY. ECOLOGY's approval will be communicated by e-mail. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix B. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B may be adjusted between categories with ECOLOGY's preapproval, and if the total budget is not exceeded.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice shall bill for actual hours worked during the quarter. The actual hours billed may be higher (if the total budget compensation award is not exceeded) or lower than the FTE estimate in Appendix A, *Statement of Work*. Attach supporting documentation to the invoice. See Appendix A, *Statement of Work*, Sections IV, V and X for additional information (and Section XI, Small Change Voucher Program if applicable).

Send invoices to:

State of Washington
Department of Ecology
Hazardous Waste & Toxics Reduction Program
Attn: Andrew Maher
4601 N. MONROE ST.
SPOKANE, WA 99205

OR

Electronically submit invoices to:
Andrew Maher at anma461@ecy.wa.gov AND
Kristine Ray at kray461@ecy.wa.gov

Payment requests will be submitted on a Quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, *Statement of Work*, Section X, Table 8. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it->

[systems/statewide-vendorpayee-services](#). For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5. ALTERATIONS AND AMENDMENTS

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

6. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7. ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10. FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11. GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2400050.
- d. Appendix A, *Statement of Work*.
- e. Appendix B, *Budget Detail*.
- f. Appendix C, *Special Terms and Conditions*.
- g. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

18. SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved, there will be additional CONTRACTOR and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Identify whether subcontractor is certified with OMWBE, WA Veterans, or is a WA small business. Provide such information to ECOLOGY's Agreement manager.

19. SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

23. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:

Name: Andrew Maher
Address: 4601 N. Monroe Street
Spokane, WA 99205
Phone: (509) 290-7806 cell
Email: anma461@ecy.wa.gov

The City of Sumner Representative is:

Name: Courtney Littrell
Address: 1104 Maple Street
Sumner, WA 98390
Phone: (253) 299-5710
Email: courtneyl@sumnerwa.gov

24. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

State of Washington Department of Ecology

By:

Signature Date

Katrina Lassiter

Print Name

Hazardous Waste and Toxics Reduction
Program Manager

Title

City of Sumner

By:

Signature Date

Kathy Hayden

Print Name

Mayor

Title

APPENDIX A

STATEMENT OF WORK

Section I. Introduction

This Statement of Work is for the 2023 – 2025 biennial Interagency Agreement (IAA) for the Pollution Prevention Assistance (PPA) Partnership, which is overseen by the Washington State Department of Ecology (ECOLOGY), Hazardous Waste & Toxic Reduction Program.

The mission of the Pollution Prevention Assistance (PPA) Partnership is:

“We protect Washington’s residents and environment by helping small businesses reduce toxic chemical use, safely manage dangerous waste, and keep stormwater free of pollutants.”

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to businesses that are small quantity generators (SQGs) of dangerous waste. In this context an SQG is any business, non-profit, facility, school, or other organization that generates less than 220 pounds of dangerous waste per calendar month and less than 2.2 pounds of extremely hazardous waste per calendar month. The site visits, along with other pollution prevention activities conducted by the CONTRACTOR, will be designed to reduce or eliminate dangerous waste and other pollutants at the source through best management practices that prevent spills and discharges to ground, air, and water (especially to industrial wastewater and stormwater).

To further facilitate the reduction or elimination of toxic chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer alternatives. This program will be known as the “Product Replacement Program” or PRP.

PPA work is expected to fall within these general proportions:	
Technical Assistance (TA) Visits (Approximately 10 – 15% of TA Visits may involve PRP) (See Section III)	65%
Unique Program Elements (See Section II)	20%
Training (See Section VIII)	10%
Other (admin, staff meetings, etc.)	5%

The CONTRACTOR is expected to:

- Interact with other partners within the PPA Partnership to provide technical assistance and training and share resources and experiences.
- Set up alerts to receive notifications when requests for information have been made on the PPA Partnership SharePoint Discussion Board.
- Ensure at least one staff member is available to provide timely information and feedback to ECOLOGY’s PPA Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.

- Act in a professional and ethical manner and shall avoid any conflict of interest that might influence the CONTRACTOR's actions or judgement.
- Disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this Agreement.

Key staff, estimated FTE, and their roles are identified in Table 1. Please note, this is an estimate of time dedicated to this contract over the full two years of the contract; quarterly invoicing must reflect actual hours worked even if hours are higher or lower than the FTE estimate.

Table 1: Key Staff

Staff Name	Estimated FTE	Role
Courtney Littrell	0.20	Education & Outreach / Contract Management
TBD	0.80	PPA Specialist

Section II. Unique Program Elements

The CONTRACTOR will conduct the unique program elements for their PPA program as outlined in Table 2, below.

Table 2: Unique Program Elements

Unique Program Element	Description	Deliverable(s)
Case Study	Present a case study at a PPA All-Staff or PPA Monthly Webinar. Provide lessons learned to the partnership. Plan on about thirty minutes total, depending on the case study, to present the case and the facts to the partnership, discuss with the partnership, and answer questions.	Present a case study at either: • A.) PPA All-Staff meeting AND/OR • B.) PPA Monthly Webinar.
Business Sector Workshop	Participate in existing meetings with businesses in the Manufacturing Industrial Center, providing short periodic information on relevant rotating topics.	• Attend at least 6 business meetings with materials and information to share related to local businesses and proper waste management and stormwater best management practices. • Share any materials developed for meetings on PPA SharePoint. • Present at a PPA meeting (either all staff or quarterly webinar)

Section III. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, combined Initial Visits and Follow-Up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed “Basic Checklist” (or enough data gathered to complete data entry into the LSC Database). It will either be the first complete visit to a site OR the first visit in two (2) or more years.
- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, OR you were interrupted during the visit and were unable to gather complete data, OR you discover that the facility does not exist anymore OR you discover that the business does not qualify for a visit under the PPA program (e.g., it is a medium or large quantity generator).
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However, a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-Up Visits must be conducted to resolve High Priority Environmental Issues (See Section Below).

Table 3: Total Number of Technical Assistance Visits

Number of Total Visits	120
Target for Initial Visits (60% of Total)	72

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2023 – 2025 technical assistance visits are listed in Table 4.

ECOLOGY may direct a portion of technical assistance visits towards specific priority sources or contaminants.

Table 4: Technical Assistance Targets

Technical Assistance Targets	Rationale for Selection
Fleet Vehicle Yards	Potential pollutants are BOD, Metals, Oil & grease, TSS, caustics, Organo-chemicals (benzene, vehicle fluids), and solvents. Fleet yards make up a significant portion of industrial use in the City.
Vehicle / Equipment Repair, leasing	Potential pollutants are BOD, Metals, Oil & grease, TSS, caustics, Organo-chemicals (benzene, vehicle fluids), and solvents. Fleet yards make up a significant portion of industrial use in the City.

High Priority Environmental Issues

The below list is ECOLOGY’s High Priority Environmental Issues list because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-Up Visits is justified but not necessarily required. The severity of the issue will help

determine if a Follow-Up Visit is necessary. A Follow-Up Visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR.

When unable to resolve High Priority Environmental Issues, the Pollution Prevention Specialists will refer the issue to ECOLOGY or another appropriate agency. Serious concerns about impacts to human health and/or the environment warrant a consultation with ECOLOGY or other regulatory agencies to determine whether the issue needs to be referred.

High Priority Environmental Issues List:

- Hazardous waste being improperly designated.
- Hazardous waste being improperly disposed.
- Hazardous products / wastes being improperly stored.
- Compromised dangerous waste containers need to be repaired or replaced.
- Illegal plumbing connection.
- Illicit discharge of wastewater to storm drain.
- Improperly stored containerized materials.
- Improperly stored non-containerized materials.
- Leaks and spills in dangerous waste storage areas.

Visit Guidance

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

Prior to the Visit:

- Coordinate with other entities that may be conducting business visits in the area to reduce potential “inspection fatigue”.
- Check with ECOLOGY Urban Waters Staff (where applicable) to ensure that the business is not currently being visited by Urban Waters Staff.
- Research site and issues prior to the visit using a combination of data sources such as LSC Database for previous visits or visit to similar businesses, industry resources, news articles, etc.
- To the extent possible, verify the site is not a medium or large quantity generator.
- Check to see if a sector specific Checklist or Tip Sheet is available on the PPA Partnership SharePoint site to help guide the visit.

During the Visit:

- Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).
- Ensure, at a minimum, all items on the Basic Checklist are reviewed.
- If while at the site, it becomes apparent the business is a medium or large quantity generator, either complete the visit and count it as a screening visit, OR formally refer the dangerous waste portion to ECOLOGY to count it as a full initial visit.
 - This site should not be scheduled for future visits, unless it is likely their generator status has changed to qualify as an SQG.
- If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program, EnviroCertified, or other green business programs.

- If a Product Replacement Program (PRP) opportunity exists for the business, discuss the opportunity, terms and conditions, and steps to qualify as outlined in Appendix A, *Statement of Work*, Section V, Product Replacement Program.
- Discuss spill response preparedness and offer spill kit for developing a plan. Funds can be used to purchase spill kits to provide to businesses. Occasionally, ECOLOGY will provide spill kits through a bulk order if funding is available.
- Photograph observed issues for before and after photos to use in writing up case studies.
- Activities that may be beneficial during the visit include, but are not limited to:
 - Walking the site (interior and exterior).
 - Checking storm drains.
 - Checking for illicit connections.
 - Checking dumpster and waste storage.
 - Providing handouts with technical information and guidance.
 - Ensuring necessary permits are in place.

End of Visit / After Visit:

- Provide written follow-up to the business to document the results of the visit. This can be done by leaving a copy of the checklist or other documentation with the business at the end of the visit, by using a commitment postcard (format available in Education & Outreach Documents on PPA Partnership SharePoint), or by sending follow-up letters/emails, or alternatively by sending a “thank you” postcard if no issues were identified.
- If necessary, coordinate with other agencies (e.g., the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the information you are providing is consistent with the other agency’s regulations and/or best management practices.
- PPA Specialists will make referrals to ECOLOGY as needed and report results.

Section IV: Partnership Branding and Outreach

When unique outreach or education materials are developed by the CONTRACTOR using PPA Partnership funds, a draft must be sent to ECOLOGY for review and approval. To the extent feasible, the CONTRACTOR must utilize the Partnership’s branding tools and templates available to produce these materials. The intent of this requirement is to facilitate a unified branding image and consistent messaging across the Partnership. The Partnership logo and other branding resources are available on the PPA Partnership SharePoint site.

It may be appropriate to include funding acknowledgement on some outreach materials. The CONTRACTOR will consult with ECOLOGY’s PPA Partnership Coordinator to determine whether funding acknowledgement is required.

Finalized materials which may be useful to other Partnership contractors should be provided for upload to the Education & Outreach Document Library on the PPA Partnership SharePoint Site.

Each CONTRACTOR must maintain a PPA webpage which meets the minimum requirements. See PPA Partnership SharePoint site for requirements (Link in Appendix A, *Statement of Work* section XII Resources).

Section V: Product Replacement Program (PRP)

The Product Replacement Program (PRP) is designed to eliminate Persistent, Bio-accumulative, Toxic (PBT) chemicals from use in commerce. The PRP removes and replaces PBT chemicals present in products, processes, or technologies to help prevent toxics from entering the environment. One of the best and most effective ways to prevent further environmental contamination, protect water quality, and reduce human health risk, is to eliminate these toxic chemicals at the sources. The PRP assists businesses with switching to safer alternatives.

PPA contractors are integral to the PRP. The CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer alternatives.

The CONTRACTOR will assist ECOLOGY with the following programs:

- Replacement of dry-cleaning technology that uses perchloroethylene by visiting dry cleaners, discussing the program, assisting with required paperwork, and completing the final visit after new machine installations. Guidelines for this program are outlined in separate documents and posted on the PPA Partnership SharePoint.
- Degreasers in parts washing systems in the automotive repair sector by visiting automotive repair facilities, discussing the program, assisting with required paperwork, and completing the final visit after new machine installation. Guidelines for this program are outlined in separate documents and posted on the PPA Partnership SharePoint.
- Promoting proper management and recycling of mercury containing thermostats through the national program Thermostat-Recycle.Org

Additional takeback and replacement programs ECOLOGY is exploring for addition to the PRP include, but are not limited to:

- BPA Thermal receipts replacement program to replace thermal receipts which contain BPA.
- Flame retardants in foam and equipment at gymnasiums, play centers, and recreations facilities.
- PCB containing light ballasts in public schools.
- Public School Laboratory Clean-Outs
- PFAS-containing firefighting foam takeback program. Currently ECOLOGY is working directly with fire departments, but this program may be expanded to businesses with PFAS-containing fire suppression systems.

ECOLOGY, in collaboration with the PPA Partnership, will develop procedures and criteria, which must be met for a business to receive reimbursement for any of the chemicals or products included in the PRP. PRP payments for reimbursement to the business will come directly from ECOLOGY and are not included with the CONTRACTOR's funding compensation associated with this contract.

The PRP reimbursement payment will be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. To facilitate these payments, the CONTRACTOR must assist ECOLOGY in maintaining records indicating how the business qualified for the PRP reimbursement per the PRP program's eligibility criteria. Eligibility criteria will be developed by ECOLOGY and the Product Replacement Program Committee for each type of reimbursement offered.

The CONTRACTOR will provide technical assistance to the businesses to help ensure the business qualifies for a PRP reimbursement payment from ECOLOGY by completing the following steps, unless

otherwise specified in guidelines developed specific to an individual reimbursement. Specific requirements for individual reimbursement programs will be maintained on the PPA Partnership SharePoint site.

- CONTRACTOR conducts technical assistance visit and provides business with recommendations to reduce or eliminate a qualifying chemical or product. These recommendations must be recorded in the LSC Database.
- CONTRACTOR must communicate to the businesses that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.
- CONTRACTOR assists businesses as needed with paperwork required to apply for reimbursement, including a state payee registration form.
- Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the PRP reimbursement.
- Business submits receipts for the product or equipment purchase and installation to ECOLOGY's PRP Coordinator. This submittal may be facilitated through the CONTRACTOR's representative for some PRP projects.
- CONTACTORS may be requested by ECOLOGY to verify through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met.

For information about an optional voucher program that the CONTRACTOR can provide directly to a business, see Appendix A, *Statement of Work*, Section XI, Small Change Voucher Program.

Section VI: Timeline

Table 5: Timeline

Time Period	Goal for # of Site Visits	Unique Program Element Activities	Technical Assistance Target Activities
July 1, 2023 – December 31, 2023	30	Form and deploy an Environmental Technical Assistance Coordination team	Industrial wastewater permittees, food establishments, fleet yards, maintenance-repair facilities, and businesses that have notable potential pollutant sources.
January 1, 2024 – June 30, 2024	30	Form and deploy an Environmental Technical Assistance Coordination team	Industrial wastewater permittees, food establishments, fleet yards, maintenance-repair facilities, and businesses that have notable potential pollutant sources.
July 1, 2024 – December 31, 2024	30	Form and deploy an Environmental Technical Assistance Coordination team	Industrial wastewater permittees, food establishments, fleet yards, maintenance-repair facilities, and businesses that have notable potential pollutant sources.

January 1, 2025 – June 30, 2025	30	Form and deploy an Environmental Technical Assistance Coordination team	Industrial wastewater permittees, food establishments, fleet yards, maintenance-repair facilities, and businesses that have notable potential pollutant sources.
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Section VII: Local Source Control (LSC) Database

Information gathered during technical assistance site visits by the CONTRACTOR must include all the elements that are listed in the most up to date PPA Basic Checklist (check PPA Partnership SharePoint site for details) and be entered into ECOLOGY’s LSC database. The following guidance applies to all technical assistance visits, unless otherwise discussed with ECOLOGY:

- Collect enough information to complete all the applicable fields in ECOLOGY’s LSC database and enter it into the database within 15 workdays of the visit.
- If you make a referral to a regulatory agency, enter the information about the referral into the database within 15 workdays of the referral.
- Ensure that data entry is complete and accurate.
- At a minimum, all elements on the most recent version of ECOLOGY’s PPA Basic Checklist must be checked at each business visit. Specialists must attest that they have verified all elements.
 - Additional sector specific checklists are available on the ECOLOGY PPA Partnership SharePoint Site.
 - CONTRACTOR may substitute use of their own version(s) of the checklist(s) if it contains all elements of ECOLOGY’s PPA Basic Checklist and has been reviewed and approved by ECOLOGY.
- Refer to the LSC database instructions posted in the database interface or contact ECOLOGY PPA Staff for assistance with database entry.
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws.

Section VIII: Training

ECOLOGY expects that the CONTRACTOR will provide basic training to the Pollution Prevention Assistance Specialists on topics relevant to their position. ECOLOGY will provide additional training to ensure that CONTRACTOR’s staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the PPA Partnership.

ECOLOGY staff and experienced PPA Specialists will provide a variety of training support to new PPA staff. ECOLOGY will provide new hires a “welcome email” within the first two weeks of work as a PPA Specialist. This email will provide instructions for accessing the PPA Partnership SharePoint, LSC Database, and guidance on resources and training. All Specialists are expected to create an “alert” for the PPA Partnership SharePoint Discussion Board to receive email alerts at least once per week when topics are posted.

Table 7 below contains a tentative training schedule for monthly webinars and the twice annual All-Staff meetings; ECOLOGY will communicate the final schedule to the CONTRACTOR.

New PPA Specialist Training & SharePoint Resources

New PPA specialist training is provided in the form of self-paced online modules available through ECOLOGY's Partnership SharePoint site, web-based new specialist discussion panels, and mentoring. The web-based new specialist discussion panels will be planned and conducted by ECOLOGY staff and include new specialists and experienced PPA specialists who can offer suggestions and feedback to new specialists. The discussion panels are scheduled for the second Thursday of every other month from 10:30 to 12:00. On occasion these meetings will need to be rescheduled to accommodate panelists or new specialists who cannot make the originally scheduled date. ECOLOGY staff will provide as much notice as possible when these panels are rescheduled.

Table 6: New Specialist Discussion Panel Schedule

2023	2024	2025
August 10, 2023	February 8, 2024	February 13, 2025
October 12, 2023	April 11, 2024	April 10, 2025
December 14, 2023	June 13, 2024	June 12, 2025
	August 8, 2024	
	October 10, 2024	
	December 12, 2024	
Attendance Requirement: All new specialists who have not yet attended six (6) discussion panels are required to attend. Panelists are required to attend all discussion panels.		

Field Mentoring & Shadow Workday

The CONTRACTOR will provide training to their new staff to ensure they can perform field work. In addition, ECOLOGY will assign two experienced PPA Specialists as mentors to provide field training and support to a new hire. If available, one mentor will be from the CONTRACTOR's organization and the other mentor from another PPA contractor (partner) jurisdiction in as close a geography as possible. Mentors will be assigned within two weeks of notifying ECOLOGY of new staff hires.

Field mentoring will involve a series of accompanied field visits designed by the mentor and ECOLOGY staff to support the needs of the new hire. When the mentor and new hire determine they are ready, an ECOLOGY staff person will accompany the new hire on a few technical assistance visits in their jurisdiction on a shadow workday, to ensure that they are providing accurate information on proper waste management, spill prevention, storm water pollution prevention, and toxics reduction opportunities. See New Specialist Training Plan (link in Appendix A, *Statement of Work* section XII Resources) for additional details on mentoring and training resources provided to new specialists.

All-Staff Training for all PPA Specialists

All-Staff Trainings will be planned and conducted by teams of PPA Specialists from two or three PPA Partners, who have signed up to plan these trainings as a unique program element. When appropriate, these trainings will be held in-person to facilitate interaction and networking between PPA Specialists, ECOLOGY, and invited presenters.

Training topics at All-Staff Trainings are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Typically, these trainings are held the second Wednesday in September/October and March/April. The in-person trainings are typically scheduled to run between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed (see state travel rules). ECOLOGY must pre-approve overnight travel if it is being charged to the PPA partner budget.

When trainings are held virtually online, the training will typically be scheduled for 8:30 a.m. to 12:00 p.m. across two days, usually a Tuesday and Wednesday.

Attendance Requirement: Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA Specialist per jurisdiction to attend the All-Staff Training. This person is responsible for disseminating information back to the PPA Specialists from that jurisdiction. Managers are welcome to attend the All-Staff Trainings but are not required to attend.

Generally, training substitutions are not allowed for the All-Staff Training, however, exceptions may apply. Ecology staff must approve non-emergency absences or training substitutions at least two weeks prior to the training.

Monthly Webinar Trainings

ECOLOGY conducts monthly webinar trainings during most of the months of the year. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA Partners. ECOLOGY will also ask PPA Partners to present on case studies.

These meetings are one and a half hour (1.5 hours) sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to eight (8) webinars will be scheduled each year. See Table 7 for the tentative training schedule.

Attendance Requirement: Each PPA Specialist must attend at least six (6) of the eight (8) Webinars each year.

Other trainings, relevant to PPA Specialists' work, may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by the PPA Coordinator at least two weeks in advance of the Webinar that will be missed by the Specialist.

Table 7: Tentative Training Schedule (Subject to Change)

Date	Training Type	Date	Training Type
July 2023	No Training	July 2024	No Training
August 9, 2023	Webinar	August 14, 2024	Webinar
September 13, 2023	Webinar or All-Staff	September 11, 2024	Webinar or All-Staff
October 11, 2023	Webinar or All-Staff	October 9, 2024	Webinar or All-Staff

November 8, 2023	Webinar	November 13, 2024	Webinar
December 13, 2023	Webinar	December 11, 2024	Webinar
January 10, 2024	Webinar	January 8, 2025	Webinar
February 14, 2024	Webinar	February 12, 2025	Webinar
March 13, 2024	Webinar or All-Staff	March 12, 2025	Webinar or All-Staff
April 10, 2024	Webinar or All-Staff	April 9, 2025	Webinar or All-Staff
May 8, 2024	Webinar	May 14, 2025	Webinar
June 12, 2024	Webinar	June 11, 2025	Webinar
Attendance Requirement: Each PPA Specialist must attend at least six (6) of the eight (8) scheduled Webinars each year. PPA Specialists must attend both All-Staff Trainings unless prior approval has been obtained from the PPA Coordinator.			

Section IX: Reporting and Contract Changes

Quarterly Progress Reports

A brief progress report shall be submitted quarterly with each invoice (See Schedule in Section X, Table 8, *Invoicing Schedule*). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on unique program elements, and any other information regarding contract performance that should be brought to ECOLOGY's attention. The Quarterly Progress Report should **ONLY** include the status of the work conducted during the quarter and **NOT** include a roll-up of progress to-date since it serves as backup documentation for the expenses included in the quarterly invoicing. See Appendix A, *Statement of Work*, Section X, Invoicing.

Annual Reports

Annual Reports are used to briefly summarize contract status to-date including; number of site visits performed, unique program element activities conducted, Technical Assistance target activities conducted, lessons learned, and budget status. Annual reports shall be provided to ECOLOGY by **July 31, 2024, and July 31, 2025**. The report shall include two to three "case studies" of a business or organization that benefitted from a PPA site visit. Photographs of the business before and after the visit, showing the beneficial changes should be provided, if possible. The second-year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available on the PPA Partnership SharePoint. ECOLOGY will request, with advanced notice, that PPA CONTRACTORS provide presentations on their case studies at Webinars and/or All-Staff Trainings.

Contract Changes

Any of the following changes shall be reported to the ECOLOGY PPA Partnership Coordinator within **10 businesses days**.

- Key personnel changes (staff or manager leaving, new hires, etc.). Changes to key personnel must be documented with updated copies of the key staff table.
- Initiation of, or changes to, a subcontract. See Section 18 of the Interagency Agreement for specific information that is required regarding subcontractors.

Section X: Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4). In addition, the following information is provided:

- See also Appendix A, *Statement of Work*, Section V.
- The Invoice Voucher (form A19-1A) must have a wet signature or scanned, if submitted electronically. An electronic signature is also allowed for electronic submittals. If submitting a scanned or electronic copy, the CONTRACTOR will retain the original signed A19-1A in CONTRACTOR's records, per record retention requirements.
- Supporting documentation may be submitted via email.
- Each invoice shall only bill for actual hours worked during the quarter, which may be higher or lower than the FTE estimate in Appendix A, *Statement of Work*, Section 1, Table 1 – Key Staff Table.
- Quarterly invoicing will follow the schedule in Table 8.

Table 8: Invoicing Schedule

Quarter in Contract Cycle	Months in Quarter	Invoice Due Date
1	July, August, September 2023	November 10, 2023
2	October, November, December 2023	February 9, 2024
3	January, February, March 2024	May 10, 2024
4	April, May, June 2024	July 31, 2024*
5	July, August, September 2024	November 8, 2024
6	October, November, December 2024	February 7, 2024
7	January, February, March 2025	May 9, 2025
8	April, May, June 2025	July 31, 2025*
* - Earlier due date during these quarters due to end of fiscal year requirements.		

Section XI: Small Change Voucher Program

The CONTRACTOR will offer businesses vouchers for the cost of pollution prevention equipment or other recommendations, in accordance with the procedures developed for this voucher program. Payments will be made directly by the CONTRACTOR to the business. Examples of qualifying equipment or costs include but are not limited to; secondary containment, drum covers, drum funnels with lids, infrastructure changes, substitution of less toxic products, and catch basin cleaning. The CONTRACTOR must maintain records for each of their voucher reimbursement payments, and ensure a business is limited to one voucher per calendar year. Each voucher payment will be capped at \$500.00 or less. These reimbursements will

come from the Small Change Voucher Program budget category (see Appendix B). Documentation of voucher payments will be submitted to ECOLOGY with the quarterly invoicing (See Section X).

The CONTRACTOR will follow the procedures approved by ECOLOGY and housed on the PPA Partnership SharePoint.

Section XII: Resources

The following are link to resources to materials referenced in this contract. Links and resources listed are subject to change.

- PPA Partnership SharePoint:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/SitePages/Home.aspx>
- LSC Database: <http://ecyaphwtr/lsc/Search.aspx>
- Invoice Voucher A19-1A:
<https://des.wa.gov/sites/default/files/public/documents/HRPayroll/SACS/A-19-1AForm.doc?=5c82f>
- Partnership Report Templates:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Templates/Forms/AllItems.aspx>
- Checklists & Tip Sheets:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Checklist%20%20Tip%20Sheets/Forms/AllItems.aspx>
- New Specialist Training Plan:
https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/guestaccess.aspx?guestaccess_token=sKGmtCuahLyLqRg3DVAfFJUEFUmrri%2f47wAGdA%2bVUOdY%3d&docid=2_1d683e4662c1b424896349a0e1ead4150&rev=1
- New Specialist Training modules:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/New%20Specialist%20Training/Forms/By%20Training%20Type.aspx>
- Travel Per Diem Rates:
 - Rate Tables - <https://ofm.wa.gov/accounting/administrative-accounting-resources/travel/diem-rate-tables>
 - Rate Map - <https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

APPENDIX B BUDGET DETAIL

See Section # 3, *Compensation* and Section # 4, *Billing and Payment Procedures*, for additional instructions.

Category		Amount
Salaries		\$111,500.00
Benefits		\$53,000.00
Subcontracts		\$0.00
Goods & Services (see Table A Below)		\$1,000.00
Equipment (see Table B Below)		\$3,000.00
Travel / Training		\$2,000.00
Small Change Voucher Program (See Section XI)		\$0.00
Subtotal Direct Costs		\$170,500.00
Indirect Costs*	Rate (%)	0%
	Indirect Amount	\$0.00
Total Award		\$170,500.00

- * ☐ Applied to Salaries & Benefits, OR
☐ Applied to All Categories Except Small Change Voucher Program

Table A: Goods & Services

Goods & Services over \$1,000 must be listed here or approved by ECOLOGY PRIOR to reimbursement.	Estimated Cost

Table B: Equipment

Equipment over \$1,000 must be listed here or approved by ECOLOGY PRIOR to reimbursement.	Estimated Cost

APPENDIX C

SPECIAL TERMS AND CONDITIONS

- 1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion
 - a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in [The System for Award Management](#) and print a copy of completed searches to document proof of compliance.
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Monthly Project Management Report

August 2023

Table of Contents

Major Projects.....	4
Stewart Road Bridge Replacement (13-08).....	4
East Sumner Neighborhood Stormwater Ponds – Phase II (13-10)	5
166 th Ave E Widening (13-11)	5
Fryar Ave Trail (14-01).....	6
Left Bank Setback/White River Restoration (14-10).....	7
Pacific Pointbar / Stewart Setback (14-10)	7
Decant Facility (15-02)	8
410/Traffic Ave Interchange (15-04).....	8
Operations Facilities (17-13)	9
Biosolids Dewatering Improvements (17-18)	10
Rainier View Covered Court (18-04)	10
Main St/Wood Ave Intersection Improvements (19-02)	12
Alder & Kincaid Utility Improvements (19-05).....	13
Ryan House Historic Rehabilitation (19-07).....	14
160 th Retrofit and Pervious Sidewalks (19-08).....	14
South Tank Seismic Retrofit (19-10)	15
LS #2 and #6 Control Panel Replacement (20-04)	15
Rivergrove Community Pedestrian Bridge over SR 410 (20-07)	16
Academy Street Bike Lanes (20-08)	16
Sidewalk Improvements (20-10).....	17
Treatment Facility Access Platforms (21-04)	17

Aeration Control Upgrade (21-05)	17
ESN Salmon Creek Channel Realignment (21-08)	18
Auto Lane Sewer Force Main Replacement (21-09)	18
Sumner Tank Recoating (21-10)	18
Maple St Ped Signal, Citywide Backplates (21-11)	19
Biosolids Dryer Replacement (21-17)	19
24th / 142nd Intersection Treatment (21-20)	20
63rd St Ct Trunk Line Relocation (21-21)	20
Salmon Creek Culvert Replacements (22-06)	21
Elm Street Sidewalk (23-02)	21
Sidewalk Repair Program (Street Tree, Helping Homeowners, ADA Program) (23-03)	22
Town Center: Cherry and Maple Utilities	22
Pavement Chip Seal (W-23-03)	23
Small Works Projects	23
Stewart Road Pond Repair (21-15)	23
West Well Watermain and Cemetery Irrigation (23-04)	23
City Hall Roof Replacement (23-05)	24
Roadway Paint Line Application (W-21-07)	24
Crack Seal Application (W-23-07)	24
Heritage Park Masterplan, Activated Alley and Wayfinding (W-22-04)	25
Pavement Patching (W-23-02)	25
Other Projects	26
City Hall HVAC Replacement	26
Senior Center Exterior Painting	26

Systemic Horizontal Curve Improvements..... 26

Overlay Program 27

Transportation Plan Update..... 27

Trail Maintenance 27

Watershed Vegetation Management 28

Utility Rate Study (CIP 23-01)..... 28

Sewer Main Replacement and Rehabilitation 28

Major Projects

Project: Stewart Road Bridge Replacement (13-08)		Project Manager: Michael Kosa	Budget: \$33,500,000
Finance: \$7,000,000 NHFP Grant, \$6,000,000 TIB Grant, \$2,800,000 Congressional Appropriation, \$6,833,959 STP Grant, \$187,074 City of Sumner, \$4,260,000 Pierce County, \$50,000 Tarragon, \$3,000,000 FMSIB, \$50,000 Port of Tacoma, \$150,000 City of Auburn			
Description: This project will replace the existing two lane bridge over the White River at Stewart Road. The existing bridge will be removed. The new bridge will accommodate four lanes of traffic, and a separated shared use path on the north side of the roadway. Adjacent intersections at Butte Avenue and 140th Street Court East will be modified to accommodate the new roadway grade and lane configurations.			
Schedule/Milestones: ☒ Selection of Design Consultant (10/13) ☒ Design Consultant Contract Award (12/13) ☒ ROW Environmental Review Completed (11/16) ☒ Start Final Design (2/21) ☐ ROW Acquisitions Complete (9/23) ☐ Design Complete (9/23) ☐ Construction Contract Award (1/24) ☐ Construction Complete (12/26)		Status: 100% plans at City for review, acquiring Right-of-Way and permitting, and coordinating utility relocations City is Reviewing 90% Design Plans Final Design Kickoff completed, Value Engineering Effort Underway. BergerABAM is completing the environmental design and right of way acquisitions. Project is in formal ESA consultations since 2/2019. Project awarded new grants (City of Auburn \$150,000)(Federal STP funds \$4,920,000, construction phase; Port of Tacoma, \$50,000, design phase) Pacific has received full funding for the design, ROW and construction of their adjacent project. The right-of-way services are now under contract. BergerABAM is beginning the preliminary work to engage the property owners. The Scope and Budget for Right-of-Way services has been received and will go to the 6/19 Council Meeting. The City is currently working with BergerABAM on the Scope & Fee for Right of Way services. The City is working with WSDOT and PSRC to finalize a process that will allow the right of way to proceed concurrent with the environmental studies of the White River currently being undertaken.	
Next Critical Activities (dates): Right-of-Way Acquisition (ongoing)			
Next Council Actions (dates): Right-of-Way Acquisition (ongoing)			
Next Public Actions (dates):			

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

Project: 166 th Ave E Widening (13-11)		Project Manager: Michael Kosa	Budget: \$16 Million (15% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP), \$500,000 State Leg Appropriation			
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps			
Schedule/Milestones: ■ Consultant Award (12/18) ■ Intersection Control Evaluation (6/20) ■ Concept Report Complete (07/20) ■ WSDOT Preliminary Design Approval (1/23) ☐ Complete Fish Passage Culvert Design/Permitting (12/23) ☐ Design/ROW Complete (2/25) ☐ Construction Complete (12/27)		Status: Design Development underway for preliminary roadway and culvert/creek design Updated scope in progress. Concept report approved. Project will contact adjacent property owners, then publicize the findings. Concept Report (Intersection Control Evaluation) being reviewed at WSDOT.	
Next Critical Activities (dates): Complete Fish Passage Culvert Design/Permitting (12/23)			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Fryar Ave Trail (14-01)		Project Manager: Andrew Leach	Budget: \$5,000,000 (construction unfunded), \$580,000 design, federal and City REET
Finance: \$197,760.00 (CMAQ-Design Only) and \$30,864 (City)			
Description: To design the last missing link of trail in town between Bridge Street Bridge and Fryar Bridge. The trail currently consists of a sidewalk & bike lane.			
Schedule/Milestones: ☒ Selection of Design Consultant (05/14) ☒ Design Consultant Contract Award (05/14) ☒ Consultant Supplement Award (6/21) ☒ Resume Design (7/21) ☐ Design Complete (12/24) ☐ Begin ROW Phase (9/23) ☐ Begin Construction Phase (2/25) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: The City will be receiving grant funding for the ROW phase of the project. The City is currently moving forward with the design and environmental phases of the project. The City is currently looking at grant opportunities to purchase right-of-way and moving forward with the environmental phase of the project. The design on this project is moving forward. A few alternatives for the trail layout were reviewed and a final layout was selected. Selecting the final layout will allow for the environmental phase to move forward. The design on this project is on hold until FEMA discussions allow for the trail to be constructed in the floodway. BergerABAM is proceeding with the design.	
Next Critical Activities (dates): Design Complete (12/24)			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Left Bank Setback/White River Restoration (14-10)		Project Manager: Alisa O'Haver-Ayala/Robby Wright	Budget: \$60 Million
Description: Enhance nearly 3.2 miles of riverbank. The channel will be widened by up to 200ft landward of the ordinary high to allow capacity for 100-yr event			
Schedule/Milestones: ☒ Selection of Design Consultant (09/14) ☒ Design Consultant Contract Award (09/14) ☒ Design Complete – 24 th St (05/22) ☒ Bid Award – 24 th St (06/22) ☐ Construction Complete – 24th (09/23) ☐ Construction Complete (12/26) ☐ ROW Acquisition (TBD) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: Contractor for the 24 th St E Utility Relocation project is working on the construction of the new pump station. Currently in the RFQ process for a CM consultant. Expected to have a consultant selected and scope/fee agreed on for June PW Committee meeting. Contractor for the 24th St E Utility Relocation project has complete drilling for the new sewer and water lines and will soon start construction of the new pump station. Preparing CM consultant RFQ for expected advertisement early February. The Contractor for the 24th St E Utility Relocation project has mobilized and is working on drilling for the new sewer and water lines.	
Next Critical Activities (dates):		Working through pre construction and material procurement with the 24th St Utility Relocation project (CIP 18-03) contractor (Johansen Construction). Construction is expected to start in January 2023. Bids opening on 6/7/22 for 24th St Utility Relocation project (CIP 18-03). Permit Submitted to June Corp April 2021, out for Public Comment Moving from 65% to 90% Plans	
Next Council Actions (dates): ROW Acquisition (TBD) CM Contract (Expected June)		NSD Consultant Supplement Contract PW committee Meeting August A meeting took place on 5/11 and the next meeting is scheduled for 6/8. Draft Hydraulic and Sediment reports have been presented to the Dialogue Group and the next meeting is scheduled for May 11th. Hydraulic and Sediment models are under review. The dialogue group continues to meet. Consultant has begun hydraulic and sediment work. Two (2) Consultant Service Contracts are going to the 7/18/16 Council Meeting. One is Amendment #2 with West Consultants and the 2nd is with Natural Systems Design.	
Next Public Actions (dates):			

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

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

Project: 410/Traffic Ave Interchange (15-04)	Project Manager: Andrew Leach	Budget: \$17,000,000; Construction 100% grant funded
Description: Construct a new overpass for the SR 410/Traffic Ave Interchange to meet the demands of freight and commuter traffic.		
Finance: <i>Design:</i> Sound Transit \$100K, WA State Legislature #1 \$300K, Private Dev. \$75K, Port of Tacoma #1 \$11.5K, City of Sumner \$75K, STP Grant \$313K <i>Construction:</i> FIMSB \$2.5M, Sound Transit \$5.0M, Port of Tacoma #2 \$45k, WA State Legislature #2 \$500K, Private Development \$1.0M, TIB \$3M		
Schedule/Milestones: ■ Selection of IJR Consultant (10/15) ■ Preliminary Design Consultant Contract Award (08/16) ■ Final Design Consultant Contract Award 07/17) ■ Final Design Complete (12/18) ■ Construction Contract Award (07/19) ■ Construction Complete (1/22) ☐ Project Acceptance (9/23)	Status: City is working on the project closeout process with the contractor. Contract is in the plant establishment period of the project. Contractor has completed final paving. Contractor is now working on streetlights and landscaping. New signals have been installed. Contractor is working near final paving. Contractor is working on new signals on either end of the new bridge. Construction on new bridge has started. Construction has begun, contractor is working on temp water main. Ceccanti, Inc. was awarded the contract at the July 22 nd special council meeting. A preconstruction meeting will be scheduled for early August. Bids opened 7/3/19. The final design is currently underway. The consultant agreement with Parametrix has been executed and the final design will begin in July.	

Project: Operations Facilities (17-13)	Project Manager: Alisa O’Haver-Ayala	Budget: \$30-40 Million (General and Utility Funds)
Description: Construct a new operations facility to house the water, sewer, storm and street maintenance staff and equipment. The current shops facility will be modified to house the Parks & Facilities maintenance staff and equipment as well as the community float, 1932 Kenworth fire engine, DARE GTO and the Police Department’s impound and oversized evidence.		
Schedule/Milestones: ☒ Consultant Services Contract (08/18) ☒ Design Complete (8/22) ☐ Package 1: D&P-L Contract Award (09/23) ☐ Package 1: D&P-L Construction Complete (04/24) ☐ Construction Contract Award (TBD) ☐ Construction Complete (12/25)	Status: Applied for a Public Works Trust Fund Loan for the construction of the decant facility on the north parcel, we will hear back on this in early August. Preparing Package 1: Demo & Pre-Load for bid in August. Demolition and Fill & Grade Permits have been issued by the City for this work. The Hearing Examiner’s decision regarding the Conditional Use Permit was issued on 02/06/23. Building Permit has been submitted and is in review. Consultant working towards 100% plans and submitting for Building Permit. Open House 9-30-21 4 – 7 pm onsite Amendment being brought to February PWC for final design and construction management. Review of final concept 11-24-20 Work group session have begun and waiting for review of sessions. The Consultant contract has been fully executed. Consultant has been selected and working through scope and fee. RFP for Consultant Services to be advertised in February. Properties are under contract with new phase 1 environmental being done soon. Consultant is working on initial diagram/layout of facility. In negotiations with property owners and wrapping up. Design consultant has done 3-D modeling/massing studies at multiple locations. Site locations have been narrowed down and the City is moving forward with contacting property owners.	
Next Critical Activities (dates): Property Acquisition		
Next Council Actions (dates):		

Project: Biosolids Dewatering Improvements (17-18)		Project Manager: Michael Kosa	Budget: \$2,068,000
Description: Procurement and installation of a second centrifuge for the dewatering of biosolids at the Wastewater Treatment Facility. This will also include construction of a structural platform and electrical/telemetry modifications to accommodate the new centrifuge.			
Schedule/Milestones: ■ Consultant Services Contract (12/17) ■ Construction Contract Award (09/19) ■ Construction Complete (12/21)		Status: Project in Closeout (Nov 2020 Update) The new centrifuge is operational. Notice to proceed with construction was issued, effected 11/1/19. Project was awarded in September 2019. Bids for construction were received in August 2019. Project was advertised in July 2019 and bids are requested in August 2019. 95% Plans and Specifications have been submitted to the City for review. Gray and Osborne is finishing up the design. An equipment procurement package has been submitted to the City staff for review. A technical memorandum and draft equipment procurement package was submitted for City review on 3/22/18, and comments returned by the City on 4/10/18. Gray and Osborne has been awarded the design contract and is proceeding with design services. Gray and Osborne has been selected as the most qualified firm to complete this work. Finance has recommended soliciting for Request for Qualifications (RFQ) for this work.	
Next Critical Activities (dates):			
Next Council Actions (dates): Construction Acceptance (8/23)			

Project: Rainier View Covered Court (18-04)		Project Manager: Andrew Leach	Budget: \$970,000
Description: This project consists of renovating the basketball court at Rainier View Park. The court will be covered with a new roof to encourage use in all weather conditions and include ADA upgrades. The court will also be painted to accommodate basketball, volleyball and pickle ball courts. The City has received grant funding from RCO and Washington State's Local Community Project Program.			
Schedule/Milestones: ■ Consultant Services Contract (10/21) □ Design Complete (8/23) □ Construction Contract Award (9/23) □ Construction Complete (12/23)		Status: The City is moving forward with the design of the project. The Consultant contract has been fully executed.	
Next Critical Activities (dates): Design Complete (8/23)			
Next Council Actions (dates): Construction Contract Award (TBD)			

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

Project: Main St/Wood Ave Intersection Improvements (19-02)		Project Manager: Courtney Littrell and Alisa O'Haver-Ayala	Budget: \$209K (Design), \$250K (ROW), \$1.8M (Con.)
Finance: City funds \$1,864,000, Federal STP Funds \$405,000, \$225,000, \$1,330,000.			
Description: Develop design for replacing the obsolete signal and complete ADA upgrades to bring the intersection into compliance			
Schedule/Milestones: ☒ Design Award (10/19) ☒ Begin ROW Acquisition (09/20) ☒ 90% Design (5/21) ☒ Design Complete (6/22) ☒ Complete ROW Acquisition (6/22) ☒ Obligate Construction (8/22) ☒ Advertise for Construction (10/22) ☒ Contract Award (12/22) ☒ Begin Construction (5/23) ☐ Complete Construction (9/23)		Status: Intersection has been poured with the stamped colored concrete and sidewalks are complete. Intersection is set to be reopened by Aug. 4 th . PSE has completed their power line relocation. All utility work has been completed besides relocation of power and communication lines. Sidewalks are being poured, and intersection will be closed for one month starting Wednesday July 5th. The closure will last approximately 4 weeks, and the intersection will be graded and paved during the closure. Project construction started on May 1st. Construction is currently ongoing with night work. Sewer and storm main replacements are nearing completion, and the water main work has started. The Joint Utility Trench (JUT) will begin in the next week to relocate the overhead power and communication lines underground through the intersection.	
Next Critical Activities (dates):		Project is currently suspended due to material procurement. Construction is anticipated to being in May. Project is out for bid and the Construction Management Services Consultant has been selected. Project to be advertised for construction in October	
Next Council Actions (dates):		Additional federal funding acquired. WSDOT Review set being developed, 2 of 4 ROW acquisitions complete 90% Design at City for Review Beginning 90% design, ROW acquisition, City funding Construction phase in 2022 Internal review of 30% Design. Additional funding acquired for right of way acquisition phase. Project progressing toward 30% design. Project survey complete in November. Consultant agreement award at Council. Consultant selection completed. Developing consultant agreement. Staff is completing federal obligation paperwork.	
Next Public Actions (dates):			

Project: Alder & Kincaid Utility Improvements (19-05)		Project Manager: Alisa O'Haver-Ayala	Budget: \$7,002,990
Description: Replacement of utilities in the Alder and Kincaid Right-of-Way in the vicinity of the Red Apple property. Necessary to replace aging infrastructure and support the town center plan redevelopment.			
Schedule/Milestones: ☒ Select Design Consultant (10/19) ☒ Award Final Design Contract (7/20) ☒ Bid Award (06/22) ☐ Construction Complete (09/23)		Status: The majority of construction was completed in early July. Items remaining include striping (must wait a minimum of 3 weeks after paving), CIPP lining for sanitary sewer piping and manholes, and hydroseeding (must wait until after 9/1/23). Contractor has completed the south half of the Main St / Kincaid Ave / Cherry Ave intersection and is working on the north half. Cherry Ave is still under construction. Contractor has completed most of the work outside of Heritage Park, with the exception of the intersection of Academy Street and Cherry Avenue as well as the partial improvements on Academy Street at Wood Avenue and ST Station. Project is approximately 68% complete. Kincaid Avenue has been re-opened and Cherry Avenue is closed for construction. Contractor is approximately 55% complete. Construction at the Main St. intersection is expected to start on 4/3. Contractor is approximately 25% complete. Kincaid Avenue should have the majority of the concrete poured this month and re-opened. Contractor is making progress on installation of waterline and water service connections in Kincaid Avenue, Academy Street, and Park Street. There are some material procurement challenges with the parts for the water service connections. Contractor is making progress on installation of the waterline in Kincaid Avenue, Academy Street, and Park Street. Contractor is approximately 12% complete at the end of September. City gave Notice to Proceed (NTP) to the contractor (Reed) on 8/8/22. Work is progressing on Kincaid Avenue between Main Street and Maple Street. Construction bids opened on 05/19. Pending award. Consultant is packaging phase 1 of the bid set plans/specs with the Academy Street Bike Lanes project for construction under the Town Center: Utility and Woonerf project. Design work has begun to incorporate Main Street Visioning streetscape components along with the Academy Street Bike Lanes within Alder and Kincaid around Heritage Park. Design development work has been completed and staff is recommending a final design contract for council approval. Request for Qualifications were received in August. Staff is working on finalizing the project extents before negotiating a scope and budget with the consultant. Project requirements are being compiled in advance of design consultant selection.	
Next Critical Activities (Dates): Substantial Completion (7/23)			
Next Council Actions (dates): Project Acceptance (TBD)			
Next Public Actions (dates):			

Project: Ryan House Historic Rehabilitation (19-07)		Project Manager: Drew McCarty	Budget: \$825,000 + \$750,000 = \$1,575,000
Description: Rehabilitation of the Ryan house Phase 1 to include structural upgrades, structural repairs and ADA accessibility.			
Schedule/Milestones: ■ Design Consultant (11/22) □ Select Contractor (XX/XX) □ Construction Complete (XX/XX)		Status: August 2023 – Ryan House Update at Finance Committee June 2023 – Received a schematic design cost estimate & WJE is working through drawings for Phase 1 June 2023 – Dickson Company to perform abatement June 2023 – Additional Openings completed by City Staff for WJE Inspection May 2023 – Received \$750,000 grant from LTAC May 2023 – Take Ryan House Rehabilitation Project to Finance Committee March 2023 – Pierce Count Grant Contract to be Executed March 2023 – WJE to assess Interior & Exterior inspection openings for structural upgrades February 2023 – Additional Asbestos discovered; testing was performed. Mastic in ceiling tile adhesive in cedar cabin February 2023 – WJE performing Interior & Exterior inspections for Phase 1 January 2023 – WJE Selected as Design Consultant	
Next Critical Activities (dates): 08/09/2023 - Ryan House Updated at Finance Committee			
Next Council Actions (dates):			

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

Project: South Tank Seismic Retrofit (19-10)	Project Manager: Andrew Leach/Courtney Littrell	Budget: \$2,463,900
Description: Design and construction of seismic improvements to improve the resiliency of the south tank reservoir.		
Schedule/Milestones: ☒ Select Design Consultant (1/20) ☐ Bid Award (11/23) ☐ Construction Complete (6/24)	Status: Plans and specifications approved by Department of Health, seeking permission to advertise from FEMA. A delay in the design was encountered due to damages to the facilities during the Sumner Grade Fire that prevent the tank from being drained. Design work resumed in March 2021.	
Next Critical Activities (Dates): Construction Contract Award (11/23)		
Next Council Actions (dates): Construction Contract Award (11/23)		
Next Public Actions (dates): N/A		

Project LS #2 and #6 Control Panel Replacement (20-04)	Project Manager: Drew McCarty	Budget: \$1,010,000
Description: Design and installation of replacement control panels at lift stations #2 and #6		
Schedule/Milestones: ☒ Select Design Consultant (10/20) ☐ Bid Award (09/23) ☐ Construction Complete (04/24)	Status: Design is complete & finalizing project specs/front end documents to advertise 09/2023. Due to long lead times of PLC hardware, project will be advertised in 9/2023. PLC Hardware and Panels to be ordered by the city April 2023. PLC Hardware and Panels have been procured. Plan to advertise Project the end of the Summer.	
Next Critical Activities (Dates): 09/2023 - Project Advertised		
Next Council Actions (dates): Bid Award 10/2023		
Next Public Actions (dates): N/A		

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

Project: Academy Street Bike Lanes (20-08)		Project Manager: Alisa O’Haver-Ayala	Budget: \$1,342,700
Finance: Sound Transit funds (\$875,000)			
Description: Develop an east-west bicycle corridor extending east from the Sumner Sound Transit Station to Wood Avenue.			
Schedule/Milestones: ■ Grant Agreement Complete (06/20) ■ RFQ (06/20) ■ Consultant Agreement Award (10/20) ■ Preliminary Design Complete (3/21) ■ Public Outreach (04/21) ■ Design Complete (4/22) ■ Construction Contract Award (06/22) □ Construction Complete (09/23)		Status: The majority of construction was completed in early July. Items remaining include striping (must wait a minimum of 3 weeks after paving) and hydroseeding (must wait until after 9/1/23). Contractor is approximately 40% complete. Contractor has completed the waterline installation on Academy Street between Kincaid and Alder. Water services connections are still to be completed. Contract awarded to Reed Construction. Notice to Proceed (NTP) issued on 8/8/22. Work has started on the Alder/Kincaid Utilities portion of the Town Center: Utilities & Woonerf project, Contractor has not started on Academy Street yet. Construction bids opened on 05/19. Pending award. Consultant is packaging bid set plans/specs with the Alder/Kincaid Utilities project for construction under the Town Center: Utility and Woonerf project.	
Next Critical Activities (dates): Substantial Completion (7/23)		Public Engagement completing, consultant beginning Final Design	
Next Council Actions (dates): Project Acceptance (TBD)		Consultant beginning conceptual design phase	
Next Public Actions (dates):		City is evaluating consultant qualifications City has advertised a request for qualifications for a project design consultant.	

Project: Sidewalk Improvements (20-10)		Project Manager: Andrew Leach	Budget: \$1.7 million
Description: This project provides for the improvement of sidewalk and ADA curb ramps within the Sound Transit Focus Area and Rivergrove Area. The project also includes erosion control, installation of new hydrants, storm utilities and electrical conduit for future street lighting, as well as paving, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications.			
Schedule/Milestones: ■ Consultant Services Contract (09/20) ■ Design Complete (05/21) ■ Construction Contract Award (06/21) ■ Construction Complete (11/22)		Status: The City is working on the closeout process with the contractor. Project has reached substantial completion. Contractor is working on punchlist items. Contractor is steadily moving forward with sidewalk replacement. Contractor is almost complete with the sidewalk work in the Rivergrove Neighborhood. Contractor is currently working on Ryan Ave and Maple Street Construction is set to begin beginning of August Project is out to bid and the construct contract award will go to City Council in 06/21.	
Next Critical Activities (dates): Project Acceptance (9/23)			
Next Council Actions (dates): Project Acceptance (9/23)			

Project: Treatment Facility Access Platforms (21-04)		Project Manager: Drew McCarty and Alisa O'Haver-Ayala	Budget: \$135,000
Description: Installation of access platforms at the headworks screens.			
Schedule/Milestones: ■ Select Design Consultant (5/21) ■ Bid Award (2/23) □ Construction Complete (7/23)		Status: 08/2023 - Contractor shall install platform & complete piping modification work 07/2023 - Contractor shall perform some piping modification work 03/2023 - NTP to Contractor 03/2023 - Preconstruction meeting with Contractor (Aqua Tech) 2/27/2023 - Contract Executed with Contractor The bid package is being prepared to solicit for construction bids. Bid package has been advertised & Bids are due on 2/2/2023 Staff has reviewed 90% design drawings.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Aeration Control Upgrade (21-05)		Project Manager: Michael Kosa	Budget: \$135,000 (Seeking \$34,000 Energy Saving Grants)
Description: Reprogram the blower operation based on Ammonia levels for increased plant efficiency.			
Schedule/Milestones: ■ Select Design Consultant (7/22) ■ Construction Complete (1/23)		Status: Probes installed, reprogramming in process Grant agreement approved, acquiring equipment The City has identified approximately \$34,000 in energy grant funding available for this project. The design consultant is working on a design report and PSE energy savings grant application for the project.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: ESN Salmon Creek Channel Realignment (21-08)		Project Manager: Robby Wright	Budget: \$ 380,000 (City Storm Funds)
Description: Reconfigure Salmon Creek to new stream channel, modify fish exclusions, and rehab existing culvert under 60th St.			
Schedule/Milestones: ☒ Consultant Agreement (6/21) ☒ Design Complete (5/22) ☒ Construction Contract Award (5/23) ☐ Construction Complete (08/23)		Status: Construction expected to begin 7/15/23 Construction contract has been awarded to Rodarte. Project to re-advertise March 2023 All bids rejected. Project being revised and will be re-bid in Fall 2022 for Summer 2023 construction.	
Next Critical Activities (dates):		Project pending award Project design underway	
Next Council Actions (dates):		RFQ Process Completed, Consultant Selected, Design Agreement heading to Council	

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

Project: Sumner Tank Recoating (21-10)		Project Manager: Andrew Leach	Budget: \$657,000
Description: Recoating of the Sumner Springs Reservoir.			
Schedule/Milestones: ☒ Select Design Consultant (6/21) ☒ Bid Award (10/22) ☒ Construction Complete (6/23)		Status: Construction is complete. City is working on the closeout process with the contractor. Construction is underway. Construction contract Awarded to Coatings Unlimited. Work to begin in December 2022.	
Next Critical Activities (dates): Project Acceptance (9/23)		Approved by department of health, pending advertisement 90% plans at Department of Health for Review	
Next Council Actions (dates): Project Acceptance (9/23)			

Project: Maple St Ped Signal, Citywide Backplates (21-11)		Project Manager: Alisa O'Haver-Ayala	Budget: \$431,000 (95% federal, 5% city general fund)
Description: Upgrade Traffic Ave and Maple St Crosswalk to a pedestrian signal, install signal backplates.			
Schedule/Milestones: ☒ Programming (9/21) ☒ Consultant Services Agreement (3/22) ☒ Design Complete (03/23) ☐ Construction Contract Award (12/23) ☐ Construction Complete (03/25)		Status: Design is complete. Working through obligation process with WSDOT. WSDOT NEPA documentation has been approved. Consultant has completed 100% design and NEPA documentation has been resubmitted. Met with WSDOT for NEPA kick-off. Consultant is continuing design with preferred alternative. Consultant is beginning design. A consultant agreement will be at Council in March. Qualifications of firms are being evaluated. Interviews in January. RFQ advertised Project being programed and obligated to begin the design phase	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Biosolids Dryer Replacement (21-17)		Project Manager: Michael Kosa	Budget: \$10-13 Million
Description: Biosolids Equipment Modernization at the Wastewater Treatment Facility.			
Schedule/Milestones: ☒ Consultant Services Agreement (2/22) ☒ Concept Report (12/22) ☐ Final Design Complete (12/23) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: Beginning Final Design Project setting evaluation criteria, completing feasibility study and sizing Study in progress, draft study delayed due to non-responsive supplier estimates Dryer Repairs complete A committee consisting of Bonney Lake and Sumner staff have reviewed the Statements of Qualifications received and identified Gray & Osborne as the most qualified firm for this work. A Request for Qualifications to solicit interest from firms in the development, design, and implementation of this project has been published. Project may include the Dryer, Dissolved Air Flotation Thickener, Polymer Feed Systems, and Waste Gas Burner.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 24th / 142nd Intersection Treatment (21-20)	Project Manager: Robby Wright	Budget: \$350,000
Description: Add enhanced treatment to untreated storm drains on corner of 142nd and 24th.		
Schedule/Milestones: ☒ Consultant Task Order (7/21) ☐ Construction Start (6/23) ☐ Construction Complete (10/23)	Status: Final punch list items being completed. Awarding contract to TITAN Earthwork Construction bid advertised	
Next Critical Activities (dates):	Design Complete KPG Task Order / contract request in progress. Scope amended to keep within total task order allowance. 30%	
Next Council Actions (dates):	Design Completed January 2022. 60% Design in progress	

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

Project: Cemetery Facility Building (22-03)	Project Manager: Drew McCarty	Budget: \$3,000,000
Description: New Construction of Cemetery Building that will include maintenance/storage area, office, breakroom and restrooms.		
Schedule/Milestones: ☒ Design Consultant (08/22) ☐ Select Contractor (08/23) ☐ Construction Complete (XX/XX)	Status: 10/2023 - Begin Construction 08/2023 - Award Construction Contract 08/01/2023 - Construction Bids Due 07/2023 - Advertise for Construction 03/27/2023 - Cemetery Facility Update at Council Study Session 90% Civil plans in review & Septic plans in review	
Next Critical Activities (dates): 07/2023 - SEPA comment period ends 08/01/2023 - Bid Opening at 10am		
Next Council Actions (dates):		

Project: Salmon Creek Culvert Replacements (22-06)		Project Manager: Robby Wright	Budget: \$609,700
Description: Replacement of remaining culverts on Salmon Creek, downstream of Main. Phase 1 will be design & permitting.			
Schedule/Milestones: ■ Consultant Contract (6/23) □ Bid Award (7/23) □ Construction Complete (12/24)		Status: Initial culvert sizing memo completed 125k Grant request put in to FCZD to help fund design Consultant contract with Osborn Consulting signed	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Elm Street Sidewalk (23-02)		Project Manager: Courtney Littrell	Budget: \$550,000
Description: Project will improve pedestrian safety by constructing curb, gutter, curb ramps, and sidewalk on the north side of Elm Street between Wright Avenue and Bonney Avenue.			
Schedule/Milestones: ■ Project Advertisement (2/23) ■ Select Consultant (3/23) ☐ Design Complete (12/23) ☐ Construction Complete (06/24)		Status: MacKay Sposito was selected as the Design Consultant and design is underway. Consultant selection is underway. Project has been advertised for design consultant selection.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Sidewalk Repair Program (Street Tree, Helping Homeowners, ADA Program) (23-03)	Project Manager: Courtney Littrell	Budget: \$500,000 (Street Tree), \$50,000 (Helping Homeowners), & \$40,000 (ADA Program)
Description: Repair sidewalks that are failing due to street tree damages and sidewalks that have been damaged that are the responsibility of the homeowner, with the assistance of the city (50/50 cost share program).		
Schedule/Milestones: ☐ Identify Replacement Locations (8/23) ☐ Begin Project Design (9/23) ☐ Project Advertisement (2/24) ☐ Bid Award (3/24) ☐ Construction Complete (10/24)	Status: Design of sidewalk replacements to begin after replacement locations have been identified.	
Next Critical Activities (dates): Identify Replacement Locations (8/23)		
Next Council Actions (dates): Bid Award (3/24)		

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

Project: Pavement Chip Seal (W-23-03)	Project Manager: Gursimran Singh	Budget: \$510,000
Description: Resurfacing designated existing roadways with a pavement chip seal and fog seal treatment.		
Schedule/Milestones: ☒ Project Advertisement (03/23) ☒ Select Contractor (03/23) ☒ Construction Contract Award (4/23) ☐ Construction Complete (7/23)	Status: Project awarded to Sierra Santa Fe corp at \$209,777 in April 2023. Pre-Construction meeting in June 2023. Project construction starts on July 5, 2023.	
Next Critical Activities (dates): Complete project construction by July 7, 2023		
Next Council Actions (dates): N/A		

Small Works Projects

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

Project: West Well Watermain and Cemetery Irrigation (23-04)	Project Manager: Andrew Leach	Budget: \$250,000
Description: A new water main will be routed to maintain the city connection between the City's west well and the rest of the water distribution system. The Sumner Cemetery's irrigation will also be updated to current standards.		
Schedule/Milestones: ☒ Project Advertisement (2/23) ☒ Select Consultant (4/23) ☐ Design Complete (12/24)	Status: BHC has been selected for design of the project. Project has been advertised for design consultant selection.	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: City Hall Roof Replacement (23-05)		Project Manager: Drew McCarty	Budget: \$350,000 (City Building Reserve Funds)
Description: Replace City Hall Roof			
Schedule/Milestones: ■ Project Advertisement (4/23) ■ Select Contractor (6/23) ■ Construction Complete (07/23)		Status: 07/17/2023 - Contractor completed punch list items & is complete with project 07/07/2023 - Contractor to be completed by the 7th 06/26/2023 - Contractor begins tear off of existing roof 06/2023 - Preconstruction Meeting with Olympic Roofing 05/2023 - Apparent Low Bidder was Olympic Roofing at \$225,200.00 04/2023 - Request for Bid advertisement	
Next Critical Activities (dates): N/A			
Next Council Actions (dates): N/A			

Project: Roadway Paint Line Application (W-21-07)		Project Manager: Gursimran Singh	Budget: \$71,050 (General Funds) (2 years of painting)
Description: Complete annual paint pavement marking			
Schedule/Milestones: ■ Verify Painting Schedule (7/23) ■ Complete Construction (10/23)		Status: Working with Pierce County to verify painting schedule.	
Next Critical Activities (dates): N/A			

Project: Crack Seal Application (W-23-07)		Project Manager: Gursimran Singh	Budget: \$125,000 (General Funds) (2 years of sealing)
Description: Complete crack sealing application to local roads to preserve roadway surfaces			
Schedule/Milestones: ■ 2023 Project Advertisement (5/23) ■ 2023 Select Contractor (6/23) ■ 2023 Construction Complete (XX/XX)		Status: Project construction start date July 19, 2023 Project awarded to Central Paving, LLC at \$178,280.00. March/April - Identified roads for Crack Sealing in 2023. Preparing Plans, specification and estimate for 2023.	
Next Critical Activities (dates): July 19, 2023 - Construction start date.			
Next Council Actions (dates): N/A			

Project: Heritage Park Masterplan, Activated Alley and Wayfinding (W-22-04)		Project Manager: Alisa O’Haver-Ayala	Budget: \$280,000 (Sumner & Pierce County LTAC)
Description: Heritage Park – Provide a master plan of the expanded park. Alley Activation – Develop the alley between Kincaid & Alder to 30% plans. Wayfinding Signs – finalizing elements such as posts, materials, etc.			
Schedule/Milestones: ■ Project Advertisement (05/22) ■ Consultant Selected (10/22) ■ Alley 30% Completed (03/23) □ Wayfinding Complete (07/23) □ Heritage Park Masterplan Complete (07/23)		Status: A draft of the Masterplan as well as fly-over renderings has been completed. Alley draft 30% plans completed. Heritage Park Masterplan narrowed to 2 alternatives. Heritage Park Masterplan Open House 01/23 at Electric Coffee Alley Stakeholder Meeting at JMJ Office (11/22)	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Pavement Patching (W-23-02)		Project Manager: Gursimran Singh	Budget: \$249,150 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces			
Schedule/Milestones: ■ Project Advertisement (2/23) ■ Select Contractor (2/23) ■ Construction Complete (5/23)		Status: Pre construction meeting – 2nd week of April Project awarded to Core Tap Construction. Performing Contractor check of the lowest responsible bidder on the Project. Received 8 Bids for the project, Lowest responsible Bidder is Core Tap construction, LLC at \$268,790.50. Project construction completed in May 2023. Project in closeout phase June/July 2023.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Other Projects

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

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

Project: Systemic Horizontal Curve Improvements	Project Manager: Michael Kosa	Budget: \$903,000 (Federal HSIP funds)
Description: Install curve warning signs, speed feedback signs, rumble strips, profiled striping, reflective markers, guardrail, and street lighting.		
Schedule/Milestones: ☐ Start Preliminary Design (9/23) ☐ Bid Award (3/24) ☐ Construction Complete (12/24)	Status: Project Obligated, consultant selection in process Project being programmed with WSDOT	
Next Critical Activities (dates):		
Next Council Actions (dates): Consultant Agreement (6/23)		

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

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

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

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

Project: Utility Rate Study (CIP 23-01)		Project Manager: Andrew Leach	Budget: \$50,000
Description: Financial analyses of the Water, Wastewater, and Storm Water utilities			
Schedule/Milestones: ■ Project Advertisement (1/23) ■ Select Consultant (4/23) □ Study Complete (12/23)		Status: FCS Group was selected for the project and has begun working on the study. Project advertised for consultant selection.	
Next Critical Activities (dates): Study Complete (12/23)			
Next Council Actions (dates): N/A			

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