



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

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Phone Conference ID: 539 397 162#

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CALL TO ORDER

COMMITTEE BUSINESS

1. ROW Use Agreement – Billboard
2. 902 Kincaid Lease Agreement - Sound Transit Parking Garage Construction
3. Building Inspection and Plan Review Services - Professional Services Contract
4. Purchase and Sale Agreement - 14211 16th Street East
5. Rainier View Park Covered Court - Construction Contract Award
6. Operations Facility: Early Site Work Package – Construction Contract Award
7. Resolution No. 1662: Carbon Credit Regional Operator Subaward Grant Acceptance
8. Stewart Road Bridge Easement Agreement - 1096 Butte Ave

REPORTS

1. Project Management Report

ADJOURNMENT

SUBJECT: ROW Use Agreement – Billboard

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. ROW Use Agreement Amendment

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

The City and Pacific Outdoor Advertising, L.L.C. entered into a Right of Way agreement for maintaining and operating outdoor advertising structures in March of 2019, with an option to renew the agreement. As outlined in the original agreement, the parties have chosen to exercise the renewal clause for another 5 years, commencing on January 1, 2024.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion authorizing the Mayor to amend the right of way agreement with Pacific Outdoor Advertising, L.L.C., for an additional 5 years, commencing on January 1, 2024.

AMENDMENT TO RIGHT OF WAY AGREEMENT

(Lease #20068)

THIS ROW USE AGREEMENT AMENDMENT (this "Amendment"), dated to be effective the 1st Day of January 2024 (the "Effective Date"), is made and entered into by and between PACIFIC OUTDOOR ADVERTISING L.L.C., a Delaware Limited Liability Company ("Lessee"), and the CITY OF SUMNER, a Washington Municipal corporation ("City").

RECITALS

- A. City and Lessee, (collectively, the "Parties" and each, individually, a "Party") are parties to that certain Right of Way Agreement, originally dated March 29, 2019 (the "Right of Way Agreement").
- B. Pursuant to the Agreement, Lessee is leasing from City certain real property described there in for the purpose of maintaining and operating outdoor advertising structures.
- C. The Parties desire to amend and modify certain terms of the Lease as provided herein.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Except as otherwise defined herein, capitalized terms used in this Amendment shall have the meanings assigned to such terms in the Right of Way Agreement.
- 2. Lease Term: The subsequent term shall be for 5 years and commence on January 1st, 2024.
- 3. Lease Payment: Pacific Outdoor Advertising L.L.C. (Lessee) shall pay the City of Sumner \$6,270 per year, plus an additional amount of \$805, constituting .1284% of the annual rent to cover mandatory leasehold excise tax for a total annual payment of **\$7,075**. All payments made to the City for the subsequent term shall be paid annually in advance, on or before January 1st of each year.
- 4. Except as amended or modified hereby, all other terms of the Right of Way Agreement shall remain unaltered and in full force and effect.
- 5. This Amendment may be executed in one or more counterparts, each of which shall be deemed and original but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment with the intention that it become effective on January 1, 2024.

LESSEE:

PACIFIC OUTDOOR ADVERTISING, L.L.C.

Tom LeClair
Partner

Date: _____

OWNER:

CITY OF SUMNER

Kathy Hayden
Mayor

Date: _____

SUBJECT: 902 Kincaid Lease Agreement - Sound Transit Parking Garage Construction

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. 902 Kincaid Lease Agreement
-

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

Sound Transit is embarking on the construction of the much-anticipated parking garage at the Sumner Sounder Station. Sound Transit's design/build contractor (Harbor Pacific) approached the City with a request to utilize a portion of the 902 Kincaid building as a construction office for engineering and construction management staff, in addition to the parking lot for construction personnel vehicles. The City entered into negotiations with the contractor and settled on a fair market rental value of \$3,000/month, plus mandatory leasehold excise tax, for a total monthly rent of \$3,385.20. The initial term of the lease is one year, and the lease can continue after that month-to-month.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion authorizing the Mayor to enter into a lease agreement with Sound Transit and/or its garage contractor for use of a portion of the 902 Kincaid building and parking lot, and ratifying and confirming any and all prior acts consistent with this authority.

COMMERCIAL LEASE AGREEMENT

City of Sumner

This Commercial Lease Agreement ("Lease") is made and entered into as of the Effective Date (defined in Section 30 below) by and between CITY OF SUMNER, a municipal corporation and political subdivision of the State of Washington ("Landlord") and HARBOR PACIFIC CONTRACTORS INC., a corporation in the State of Washington ("Tenants"). Landlord and Tenants may hereinafter be referred to collectively as "Parties" or individually as a "Party."

1. Lease of Premises. Landlord hereby leases to Tenants, and Tenants hereby leases from Landlord, the commercial property commonly known as, 16 parking stalls, minus 1 stall reserved for City Staff use, at the 902 Kincaid building, Sumner, WA 98390 and a portion of the building ("Premises"), as indicated visually on attached Exhibits A and B, upon the terms, covenants and conditions set forth in this Lease. Tenants shall have no right, title or interest in or to the Premises, or the use and/or occupancy thereof, other than as expressly set forth in this Lease.

2. Initial Lease Term; Month-to-Month Tenancy. The initial year term of this Lease shall commence September 1, 2023 ("Commencement Date") and shall continue on a one-year term basis unless earlier terminated pursuant to the terms of this Lease ("Expiration Date"). Upon expiration of the initial year, Tenants may, with Landlord's prior written consent, which consent may be granted, withheld, conditioned or delayed by Landlord in its sole and absolute judgment and discretion, continue to occupy the Premises on a month-to-month basis. During any such month-to-month tenancy, either Party may terminate this Lease for any reason by giving written notice to the other of not less than THIRTY (30) calendar days prior to the end of the month in which termination is sought. Notwithstanding the foregoing, Tenants are eligible for relocation under CFR 49 Part 24, and Landlord must provide a "Notice of Relocation Eligibility, Entitlements and 90-Day Assurance" providing at least 90 days' advance notice prior to the date upon which Tenant shall be required to vacate the Premises. Tenants agree not to vacate the Premises without providing Landlord with advanced written notice.

3. Monthly Rent; Leasehold Excise Tax; Remittance.

3.1 Monthly Rent. On the first day of the month of the Initial Term and any month-to-month tenancy thereafter, Tenants shall pay to Landlord rent in the amount of **Three Thousand Dollars (\$3,000.00)** per month ("Monthly Rent"), payable in advance, without deduction, offset, notice or demand. Monthly Rent for any partial month shall be prorated based on a THIRTY (30) day month. Total Monthly Rent is **Three Thousand Three Hundred Eight Five Dollars AND 20/100 Dollars (\$3,385.20)** which is comprised of base rent (\$3,000) plus required leasehold excise tax (See 3.2 Leasehold Excise Tax).

3.2 Leasehold Excise Tax. In addition to and together with Monthly Rent, Tenants shall also to pay to Landlord the Washington Leasehold Excise Tax ("LET"), which is currently calculated at the rate of TWELVE AND 84/100 PERCENT (12.84%) of taxable fair market rent or **Three Hundred Eighty Five Dollars and 20/100 (\$385.20)**.

3.3 Remittance. Checks for Monthly Rent, LET and any other amounts due from Tenants hereunder shall be made payable and mailed to: **CITY OF SUMNER BUDGET AND FINANCE, 1104 Maple St, Sumner, WA 98390** or such other place as Landlord may from time to time designate in writing.

4. Late Charge; NSF Charge.

4.1 Late Charge. Tenants acknowledge that late payment of Monthly Rent, LET or any other amounts due from Tenants hereunder will cause Landlord to incur costs and hardships not contemplated by this Lease, the exact amount or nature of which would be extremely difficult and impractical to ascertain. Therefore, if Tenants fail to pay any installment of Monthly Rent, LET or any other amounts due from Tenants hereunder, within FIVE (5) business days after that amount is due, Tenants shall pay to Landlord, as liquidated damages and Additional Rent, a late charge in the amount of **ONE HUNDRED AND NO/100 DOLLARS (\$100.00)**. Waiver by Landlord of the late charge with respect to any installment Monthly Rent, LET or any other amounts due from Tenants hereunder shall not be deemed to constitute a waiver with respect to any subsequent late charge which may accrue.

4.2 NSF Charge. If any check for Monthly Rent, LET or any other amounts due from Tenants hereunder is returned for non-sufficient funds ("NSF"), Tenants shall pay Landlord a service charge of **FIFTY AND NO/100 DOLLARS (\$50.00)** per check. If TWO (2) or more such checks are returned NSF in any SIX (6) month period, Landlord may require that all future payments of Monthly Rent, LET and any other amounts due from Tenants hereunder be paid cash or money order.

5. Delivery of Possession. Landlord and Tenants acknowledge and agree Tenant will arrange a time for inspection with the Landlord staff and after Acceptance of Premises, the Landlord will allow for Tenant possession.

6. Acceptance of Premises. Tenants acknowledge and agree that by virtue of their prior review and own inspection of the Premises, they have determined to their complete satisfaction the Premises are in good and tenantable condition and can be used for the purposes described in Section 8 below.

7. Use of Premises. Tenants shall: (a) use the Premises for Sound Transit business and specifically Harbor Pacific Contractors Inc. construction management, equipment storage, and/or parking purposes only in strict accordance with the terms, covenants, conditions and provisions of this Lease; (b) use the Premises in compliance with any and all laws, ordinances, rules, codes, permitting requirements, regulations and policies applicable to the Premises now or in the future including, without limitation, RCW Title 59, as amended (collectively "Applicable Laws"); and (c) ensure that all other persons entering the Premises use the same in compliance with this Lease and with all Applicable Laws. If any term, covenant, condition or provision of this Lease conflicts with any Applicable Laws, then to the extent the Applicable Laws either has not been waived by Tenants, or cannot be lawfully waived by Tenants, the Applicable Laws shall govern.

8. Tenants' Property. Upon the expiration or earlier termination of this Lease, Tenants shall remove from the Premises their personal property and the personal property of any third party other than Landlord. Tenants shall repair any damage to the Premises and shall promptly surrender the Premises in the condition required by Section 28 below. If Tenants fail to remove personal property from the Premises as provided in this Section 8, Tenants shall, upon demand, reimburse Landlord for the documented cost of any such removal. Any personal property left upon the Premises after the expiration or earlier termination of this Lease, or after Tenant's vacation or abandonment of the Premises ("Abandoned Property"), shall be deemed to have been abandoned and to have become the sole property of Landlord to dispose of in Landlord's sole and absolute judgment and discretion in accordance with the provisions of all Applicable Laws.

9. Improvements and Alterations by Tenants. Tenants shall not make any improvements or alterations to the Premises without the prior written consent of Landlord, which consent may be granted, withheld, conditioned or delayed by Landlord in its sole and absolute judgment and discretion.

10. Utilities. Landlord shall cause the following utilities to be available for Tenant's use in and about the Premises: Electrical, Sewer, Storm and Plumbing (water), if applicable (collectively "Utilities"). All applications and connections for Utilities shall be made in the name of Tenants. Tenants acknowledge and agree the Premises are designed for standard commercial electrical, lighting and heating fixtures and Tenants shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with the proper functioning of the existing electrical system. Landlord shall not be liable for any loss, injury or damage to persons or property resulting from any variation, interruption, or failure of the Utilities due to any cause whatsoever absent Landlord's negligence or willful misconduct, and then only to the extent of Landlord's proportionate share of liability. Variation, interruption or failure of the Utilities shall not be construed as an eviction of Tenants, nor give rise to an abatement of Monthly Rent, or relieve Tenants from fulfillment of any term, covenant, condition or provision set forth in this Lease.

11. Maintenance.

11.1 By Tenants In addition to any other requirement imposed by any Applicable Laws, Tenants shall: (a) keep and maintain the Premises as neat, clean and sanitary as the condition of the Premises permit; (b) repair any and all damage to the Premises or any system or component thereof caused by Tenants or any other persons entering the Premises; (c) provide and maintain proper receptacles for trash, rubbish, garbage and other organic and flammable waste and properly dispose of the same in a clean and sanitary manner at reasonable and regular intervals; (d) assume all costs of extermination and fumigation for infestation by insects, rodents and other pests caused by Tenants; (e) properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances supplied by Landlord; and (f) maintain the smoke and carbon monoxide detection device described in Section 18 below in accordance with the

manufacturer's recommendations, including the replacement of batteries where required for the proper operation of the smoke and carbon monoxide detection device, as required by RCW 48.48.140(3) and RCW 19.27.530.

11.2 By Landlord. In addition to any other requirement imposed by any Applicable Laws, Landlord shall keep the Premises fit for human habitation and shall in particular: (a) maintain the Premises to substantially comply with all Applicable Laws; (b) maintain the roofs, floors, walls, chimneys, fireplaces, foundations and all other structural components in reasonably good repair so as to be usable and capable of resisting any and all normal forces and loads to which they may be subjected; and (c) maintain all electrical, plumbing, heating, and other facilities and appliances supplied by Landlord in reasonably good working order. The foregoing notwithstanding, Landlord shall be under no duty to repair any damage or defective condition, nor shall any defense or remedy be available to Tenants, where the damage or defective condition complained of was caused by the conduct of Tenants or any other persons entering the Premises, or where Tenant unreasonably fails to allow Landlord access to the Premises for purposes of repair.

12. Liens. Tenants shall keep the Premises free from all liens arising out of any work performed, materials furnished, or obligations incurred by Tenants, including, without limitation, Utilities. If any such liens are filed, Landlord may, without waiving its rights and remedies for breach, and without releasing Tenants from any of its obligations hereunder, require Tenants to post security in form and amount reasonably satisfactory to Landlord or cause such liens to be released by any means Landlord deems proper, including payment in satisfaction of the claim giving rise to the lien. Tenants shall pay to Landlord upon demand any sum paid by Landlord to remove the liens, together with interest from the date of payment by Landlord, at the lesser of ONE AND ONE-HALF PERCENT (1-1/2%) per month or the maximum rate allowed by law.

13. Insurance. Landlord shall not be liable to Tenants or to any other persons entering the Premises for damages not proximately caused by Landlord. Tenants are, therefore, strongly encouraged to independently purchase property damage and liability insurance sufficient to protect Tenants and any other persons entering the Premises from any and all claims, damages and/or liabilities.

14. Indemnification of Landlord. Each party shall indemnify, defend and hold the other, its officer, directors, agents and employees ("Tenant's Affiliates" or "Landlord affiliates"), harmless from and against any and all claims, actions, damages, losses, costs, liens, judgments, penalties and liabilities (including, without limitation, reasonable attorney's fees) (the "Losses"), to the extent of such party's proportionate share of liability, based upon or arising from: (a) any injury or death of any person (including any of Tenant's or Landlord's employees) or damage to any property of a third party occurring in, on or about the Premises to the extent such Loss is caused in whole or in part by the negligence or willful misconduct of the indemnifying party or any of its agents, contractors, employee, officers, subtenants, assignees, licensees or invitees; and (b) any breach by the indemnifying party of its obligations under this Lease. If any such claim is made against a party or its Affiliates, the indemnifying party; at its sole cost and expense, shall defend such claim suit or proceeding by or through attorneys reasonable satisfactory to the other party. The indemnification obligations contained in this Section 14 shall not be limited by any workers' compensation, benefit or disability laws, and each indemnitor hereby waives any immunity that such indemnitor may have under the Industrial Insurance Act, Title 51 RCW. The provision of this Section 14 shall survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination

15. Destruction of Premises. If all or part of the Premises are destroyed or injured by fire or earthquake or other casualty, then this Lease shall automatically terminate and neither Party shall have any further rights or liabilities hereunder except as expressly provided herein.

16. Condemnation. If all or part of the Premises are taken under power of eminent domain, or sold to a condemning authority in lieu thereof, then this Lease shall automatically terminate and neither Party shall have any further rights or liabilities hereunder except as expressly provided herein.

17. Assignment, Subletting and Succession. Tenants may not assign this Lease or sublet the Premises or any part thereof without Landlord's prior written consent, which consent may be granted, withheld conditioned or delayed by Landlord in its sole and absolute judgment and discretion.

18. Fire Safety & Protection.

18.1 Smoke & Carbon Monoxide Detection Device. Tenants acknowledge and agree that as of the Effective Date: (a) there is located in the Premises battery operated hard-wired smoke and carbon monoxide detection device as required by RCW 43.44.110 and RCW 19.27.530; and (b) the smoke and carbon monoxide detection device is, as of the date of the Effective Date, in good and proper working order. PURSUANT TO RCW 43.44.110(3) and RCW 19.27.530 TENANT SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING THE SMOKE AND CARBON MONOXIDE DETECTION DEVICE AS SPECIFIED BY THE MANUFACTURER INCLUDING, BUT NOT LIMITED TO, REPLACEMENT OF BATTERIES WHERE REQUIRED FOR PROPER OPERATION. TENANTS' FAILURE TO MAINTAIN THE SMOKE DETECTION DEVICE IN ACCORDANCE WITH RCW 43.44.110(3) IS PUNISHABLE BY A FINE OF UP TO TWO HUNDRED AND NO/100 DOLLARS (\$200.00).

18.2 Other Fire Safety/Carbon Monoxide Equipment. Tenants acknowledge and agree that as of the Effective Date: (a) there is no fire sprinkler system located on the Premises; (b) other than the smoke carbon monoxide detection device described in Section 18.1 above, there is no fire or carbon monoxide alarm system located t on the Premises; (c) there are no emergency notification, emergency relocation or emergency evacuation plans posted on the Premises.

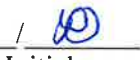


Tenants' Initials



Landlord's Initials

19. Hot Water Heater. Tenants acknowledge and agree that as of the Effective Date the hot-water heater located on the Premises is set at the recommended ONE HUNDRED TWENTY (120) degrees (or the minimum setting if greater than 120 degrees) and that Tenants shall be solely responsible for maintaining that temperature.



Tenants' Initials



Landlord's Initials

20. Mold Exposure. Tenants acknowledge and agree that as of the Effective Date: (a) Tenants have conducted a thorough inspection of the Premises and have determined to their complete satisfaction there is no indoor mold located in or about the Premises; and (b) Tenants are aware that complete interactive versions of the publications entitled "Got Mold" and "A Brief Guide to Mold, Moisture and Your Home" may be viewed at the Washington Department of Health website at www.doh.wa.gov.



Tenants' Initials



Landlord's Initials

21. Defaults; Remedies; Waiver. In the event of a material default under this Lease by either Party, the non-defaulting Party may pursue any remedy allowed by law. Failure by either Party to promptly enforce its rights under this Lease shall not operate as a waiver of such rights. Landlord's acceptance of Monthly Rent subsequent to a breach by Tenants shall not operate as a waiver of such breach.

22. Landlord's Right of Entry. Tenants shall not unreasonably withhold consent to Landlord or Landlord's employees, agents or contractors to enter any portion of the Premises to inspect the same, make necessary or agreed repairs, alterations or improvements, supply necessary or agreed services, begin design or construction related to environmental remediation activities, or exhibit the Premises to prospective or actual tenants, workers or contractors. Landlord may enter the Premises without Tenants' consent in the case of emergency or abandonment. Except in the case of emergency or abandonment, or it is otherwise impracticable to do so, Landlord shall give Tenants at least FORTY-EIGHT (48) hours prior notice of its intent to enter the Premises and shall enter the same at reasonable times only. For the purpose of exercising its right of entry, Landlord shall at all times have and retain keys with which to unlock all the doors and gates in and about the Premises.

23. Notices. Wherever in this Lease notice is desired or required to be given, such notice shall be in writing, addressed to the person entitled thereto, and shall be sent by either: (a) United States certified mail, return receipt requested; or (b) recognized overnight express or legal messenger service which customarily maintains a contemporaneous permanent delivery record. The notice shall be deemed delivered on the earlier of: (a) the date of

receipt as shown by the return receipt; or (b) the delivery date as shown in the regular business records of the overnight courier or legal messenger service. Notices shall be sent to Landlord or Tenants at the address or facsimile for that Party as designated below:

Landlord: City of Sumner Budget and Finance
1104 Maple St
Sumner, WA 98390

Copy to: City of Sumner City Attorney
Attn: Andrea Marquez
1104 Maple St
Sumner, WA 98390

Tenants:

Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party. NOTICE: Email addresses provided above are for convenience only and shall not constitute a valid means of giving notice under this Lease.

24. Negotiation and Construction. This Lease was negotiated by the Parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either Party.

25. Time. Time is of the essence of this Lease and of every term and provision hereof. If the date for any performance under this Lease falls on a weekend or holiday, the time shall be extended to the next business day.

26. Entire Agreement; Amendment. This Lease contains all of the agreements of the Parties with respect to any matter covered or mentioned herein and no prior agreement, letter of intent, negotiation or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to, except by an agreement in writing signed by the Parties or their respective successors in interest.

27. Attorney Fees; Governing Law; Venue. If either Party requires the services of an attorney in connection with enforcing the terms of this Lease, whether or not suit is brought, or in the event suit is brought for the recovery of any sums due under this Lease or for the breach of any covenant or condition of this Lease, or for the restitution of the Premises to Landlord or eviction of Tenants during the Lease Term or after the expiration thereof, the substantially prevailing Party shall be entitled to reasonable attorney fees and all costs incurred in connection therewith. This Lease shall be governed by and shall be construed and interpreted in accordance with the laws of the state of Washington. Landlord and Tenants agree that venue of any legal action between the Parties relating to the Lease shall be in the superior court of Pierce County, Washington.

28. Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenants shall: (a) peaceably surrender possession of the Premises to Landlord; and (b) leave the Premises broom clean and in as good order, repair and condition as was provided to Tenants on the Commencement Date, reasonable wear and tear from ordinary use excepted. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not be sufficient to constitute a termination of this Lease or a surrender of the Premises.

29. Performance by Tenants. Except as expressly provided to the contrary elsewhere in this Lease, all covenants and agreements to be performed by Tenants under this Lease shall be performed by Tenants at their sole cost and expense and without any abatement of Monthly Rent or any other amounts due from Tenants hereunder.

30. Effective Date of Lease. The Effective Date of this Lease shall be the date Landlord's County Executive (who shall be the last person to sign) shall have executed this Lease as indicated opposite her name below.

[SIGNATURES & ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES]

**CITY OF SUMNER
CONTRACT SIGNATURE PAGE**

Lease #

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

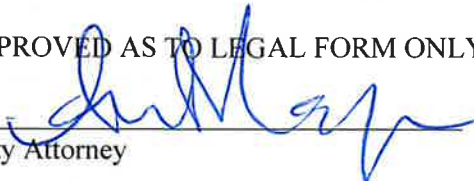
TENANT:

LANDLORD: CITY OF SUMNER



Owner, 08-21-23
Date

APPROVED AS TO LEGAL FORM ONLY

By 
City Attorney 8/21/23
Date

RECOMMENDED:

By 
Administrative Services Director 8/21/23
Date

APPROVED:

By 
Mayor 8/21/23
Date

Address: 19628 144TH AVE NE
SUITE A
Mailing Address: WOODINVILLE, WA
(owner) 98072

Complete the tax status information for **one** of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

INDIVIDUAL: _____

Tenant's SSN

[ACKNOWLEDGE APPEARS ON THE FOLLOWING PAGE]

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

Green Shaded
Area is for:
Harbor Pacific -
Sound Transit

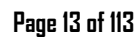


Exhibit B

Red Boundary
Area is for:
Harbor Pacific-
Sound Transit

Area & Parking Spot
Reserved for City
Maintenance Access/Parking



SUBJECT: Building Inspection and Plan Review Services - Professional Services Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$300,000.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

The City published a Request for Qualifications from consulting firms with expertise in providing professional services in the areas of building and fire review and inspection services. Five Statement of Qualifications were received on July 12, 2023, with Sound Inspections, LLC selected through a qualification-based selection process. The total contract amount is not-to-exceed \$300,000.00. The contract duration is through December 31, 2024 with an opportunity to extend for additional time.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Sound Inspections LLC, in an amount not-to-exceed \$300,000.00 for Building Inspection and Plan Review Services, substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

SOUND INSPECTIONS, LLC

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Sound Inspections, LLC, organized under the laws of the State of Washington, located and doing business at 649 S Page Street, Buckley WA 98321, 253-606-9559 (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

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

See Exhibit A, scope and fees. Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

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

II. TIME OF COMPLETION. The Parties agree that the term of this contract is through December 31, 2024. This contract will automatically renew for subsequent two (2) year terms unless and until a party provides 30 days written notice of termination to the other party pursuant to Section V below. Parties agree that the Contractor's rates shall be re-evaluated for any subsequent term to reflect current fair market value and any changes in the circumstances or needs of the City, among other factors. Parties agree to negotiate any such rate changes in good faith.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$300,000.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA

00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

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

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

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

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

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

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

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

X. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City; provided, however, the Consultant has the right, subject to confidentiality, to use the Consultant's work product for internal instructional and other purposes (including as an anonymized template for subsequent work product for the City

or other clients). All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

County Superior Court or the United States District Court, Western District of Washington as appropriate.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

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

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

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

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

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

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

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

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify). The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free

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

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

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

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

CONSULTANT:	CITY OF SUMNER:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: <u>Kathy Hayden</u>
Title: _____ (Title)	Its <u>Mayor</u> (Title)
DATE: _____	DATE: _____
	By: _____ (signature)
	Print Name: <u>Jason Wilson</u>
	Its <u>City Administrator</u> (Title)
	DATE: _____
	Approved as to Form:
	Attest: _____ Approved as to form: _____
	City Clerk _____ City Attorney _____
	DATE: _____ DATE: _____

NOTICES TO BE SENT TO: CONSULTANT: Frank Mellas Sound Inspection 649 S Page Street Buckley, WA 98321 253-606-9559 frank@soundinspection.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Development Services City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5500
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EXHIBIT A

SCOPE OF WORK/BUDGET

BUILDING & FIRE REVIEW & INSPECTION SERVICES

At the request of the Jurisdiction's, services will be required to perform the duties as a Building/Fire plans reviewer and inspector.

MEETING ATTENDANCE

The Consultant's staff is available to attend Jurisdiction requested meetings such as pre-application, pre-construction or cooperative review meetings.

PLAN REVIEW

The Jurisdiction will determine which plans and building permit applications will be reviewed by the Consultant. The Jurisdiction will intake, track, and process the permit applications and all revisions per current building permit administration procedures. The Consultant will review such plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the state of Washington and the Jurisdiction to include the 2018 WA State Fire Code.

BUILDING/FIRE INSPECTION

The Consultant will provide a certified building inspector or equal to perform the following services on an as- needed, on-call basis:

- Upon authorization by the Jurisdiction, the inspector will perform building inspection work for the Jurisdiction.
- The inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-11), and Energy Code (WAC 51-11), 2018 WA State Fire Code and the applicable City Building Codes.



EXHIBIT A

PROFESSIONAL FEE SCHEDULE

Chief Investigative Engineer (Structural)	\$150.00hr
Chief Investigative Engineer (Geo-Tech)	\$150.00hr
Chief Investigative Engineer (Civil)	\$150.00hr
Architect	\$130.00hr
Structural Investigator	\$125.00hr
Associate Structural Investigator	\$ 80.00hr
Drafting/CAD Support	\$ 95.00hr
Administrative Support	\$ 55.00hr
Building Envelope Inspections	\$ 100.00 hr
Municipal Building Inspections	\$ 105.00hr
Municipal Plan Review Services	65% of plan review fee, for over 1 million in valuation and hourly fee less than 1 million
(Structural, Non-Structural, Mechanical, Plumbing, Fire, Electrical, Energy, Ventilation/Indoor Air Quality, Accessibility (ADA))	\$ By Quote
Building Code Lecture/Seminar/Instruction	\$ By Quote
Expert Witness	(minimum) \$Twice (2x) Normal Billing Rate

25% of Plan Review fee for Fire Review

- Hourly rates do not include charges for normal reimbursables such as vehicle mileage, reproduction, special mailing and courier service.
- Expert witness testimony for deposition, hearings, trial mediation, arbitration and similar proceedings will be billed at twice the normal fee schedule with a 4-hour minimum to include standby time. Testimony preparation is at the normal fee schedule with a 4-hour minimum.
- Sub consultant expenses, laboratory testing and analysis and similar professional services are billed at cost, plus an administrative fee.
- All professional fees are subject to change without notice.

SOUND INSPECTIONS, LLC

EXHIBIT B
CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

Sounds Inspections, LLC

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

SUBJECT: Purchase and Sale Agreement - 14211 16th Street East

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: \$2,248,066

Within Budget Allocation: Yes

ATTACHMENTS:

1. Purchase and Sale Agreement
2. Review Appraisal - DMI

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

As part of the Pacific Pointbar phase of the White River Restoration, properties along 16th Street East have been targeted for property acquisition. The City completed an appraisal and sent an offer to DMI Drilling Construction located at 14211 16th Street East. The property is 2 parcels that equal 8 of the remaining 9 acres needed for the project. The appraised and offered value is \$13,026,200. Funding for this acquisition will be: \$1,500,000 (Floodplains by Design), \$7,989,026 (Flood Control District), \$1,289,108 (RCO), \$2,248,066 (Stormwater Utility - Budgeted).

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acquisition of 14211 16th Street East for a total amount of \$13,026,200 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by and between **DAVID J. MORIN**, as his separate estate (hereinafter "Seller") and the **CITY OF SUMNER**, a municipal corporation and political subdivision of the state of Washington (hereinafter "Purchaser"). Seller and Purchaser may hereinafter collectively be referred to as "Parties" or individually as a "Party."

AGREEMENT

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

1. **The Property.** Seller is the sole owner in fee simple of certain real property located in Pierce County, Washington identified by parcel number 0420018004 (Lot 4) & 0420018003 (Lot 3) and legally described on the attached **Exhibit A (the Property)**.
2. **Purchase and Sale.** Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, upon the terms, covenants, and conditions set forth in this Agreement, all of Seller's right, title, and interest in and to the Property, including all after-acquired property. Seller warrants that Seller has full right, title, authority, and capacity to execute this Agreement and sell the Property. Purchaser warrants that Purchaser has full right, title, authority, and capacity to execute this Agreement and purchase the Property.
3. **Purchase Price and Payment.** The total purchase price for the Property (hereinafter "Purchase Price") is Thirteen Million, Twenty-Six Thousand and Two Hundred NO/100 (\$13,026,200.00) Dollars and shall be paid by Purchaser to Seller by wire transfer of immediately available funds to Seller at closing.
4. **Due Diligence.** Purchaser has fully inspected and study the Property, retained an independent MAI appraiser to value the Property and is purchasing the Property "as is" for Purchaser's intended uses.
5. **Conveyance of Title.** Seller shall convey title to the Property legally described on the attached Exhibit A to Purchaser by Statutory Warranty Deed (hereinafter "Deed"). The Parties acknowledge that the conveyance of title is in lieu of and under Purchaser's imminent threat of acquiring the Property by Eminent Domain under condemnation proceedings and the Deed will reflect such circumstance.
6. **Closing; Possession.** Closing shall occur in two (2) phases. Phase 1 upon payment of Nine Million NO/100 (\$9,000,000.00) Dollars of the Purchase Price to Seller from Purchaser and delivery of the executed Deed from Seller to Purchaser (hereinafter "Closing Phase 1 Date"), but in no event later than September 28, 2023. The Parties agree to execute any and all documents necessary to effectuate the intent of this Agreement. Purchaser shall be entitled to possession of the Property legally described as Lot 4 on the attached Exhibit A as of the Phase 1 Closing Date. Phase 2 upon payment of the remaining balance of Four Million, Twenty-Six Thousand and Two Hundred NO/100 (\$4,026,200.00) Dollars of the Purchase Price to Seller from Purchaser and delivery of the executed Deed from Seller to Purchaser (hereinafter "Closing Phase 2 Date"), but in no event later than February 29, 2024. Seller shall have the option to expedite the Phase 2 Closing Date sooner than February 29, 2024 with fifteen (15) days written notice to Purchaser of Seller's desired Phased 2 Closing

Date. Purchaser shall be entitled to possession of the Property legally described as Lot 3 on the attached Exhibit A as of the Phase 2 Closing Date.

7. **Approval by the Sumner City Council.** The Parties acknowledge that this Agreement shall not be deemed accepted by or binding on the Purchaser until approved by the Sumner City Council in an open public meeting. Therefore, the foregoing condition was fully satisfied prior to the Parties execution of this Agreement.

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

9. **Closing Costs & Prorations.** Seller shall pay its own attorney fees. Purchaser shall pay the cost of recording the Deed, its own attorney fees, and all other costs and expenses allocated to Purchaser and Seller pursuant to the terms of this Agreement, including Title Insurance, escrow fee and Closing costs; excepting only the Seller's payment of its own attorney fees as provided for above in this Section 8 and any prorations for which it is responsible pursuant to the following sentence. Any taxes, liens, assessments, insurance, or charges imposed by law upon the Property shall be prorated as of the Closing Date, with such prorations to be a final settlement between the Parties. The Parties acknowledge that pursuant to Section 4, this transaction shall be exempt from Real Estate Excise Tax per WAC 458-61A-206.

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

PURCHASER	SELLER
City Administrator City of Sumner 1104 Maple Street Sumner, WA 98390	David Morin C/O John Paul Turner 11900 NE 1 st Street , Suite 300 Bellevue, WA 98005 johnpaul@rdtlaw.com

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

11. **Time.** Time is of the essence in every provision herein contained.

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

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

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

15. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties.

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

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

[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

SELLER'S SIGNATURE PAGE

David J. Morin

STATE OF WASHINGTON)
 : ss
County of Pierce)

On this _____ day of _____, 2023 before me personally appeared _____ to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that (he, she, they) signed and sealed the same as (his, her, their) free and voluntary act and deed, for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

(SEAL)

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

My commission expires _____

Exhibit A
Legal of Property

Lots 3 and 4, Pierce County Short Plat No. 78-127, filed on February 27, 1978 with the Pierce County Auditor, in Pierce County, Washington.

Situate in the County of Pierce, State of Washington.



APPRAISAL GROUP OF THE NORTHWEST

32829 Pacific Highway South #3316
Federal Way, WA 98063

(425) 453-9292
AGNW@AppraisalGroupNW.com

June 13, 2023

Tierra Right of Way Services, LTD
11 Spokane Street #205A
Sumner, WA 98801

RE: Morin Total Acquisition (White River Restoration Project)
Appraisal Review of an Appraisal Report by
Barbro A. Hines, MAI, SRA and Kellen E. Hurych
Owner: Donald Morin
Parcel Number: 0420018004 & 0420018003
Date of Appraisal Report: June 6, 2023
Effective Date of Value: May 1, 2023
Project Plan Sheets Dates: Not Applicable
Date of Last Map Revision: Not Applicable

In compliance with your request, I have analyzed the above-captioned appraisal of real estate report and prepared this field appraisal review. The intended use of this review is to assess the quality of the work under review and to assure the appraisal report complies with the Uniform Standards of Professional Appraisal Practice (USPAP), Washington State Department of Transportation (WSDOT), and Part 24 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR § 24 of the Uniform Act). The appraisal review examines if the work under review is credible for the intended users' intended use of that work. This review appraisal is not intended for any other uses. The client and intended users for this appraisal review assignment is primarily the City of Sumner and Tierra Right of Way Services, LTD. Use of this report by others is not intended by the appraiser.

The reviewer is familiar with the subject area, has completed reports and reviews of similar types of property subject to eminent domain, and inspected the subject property and comparable sales (field review). The review appraiser researched other market data to test the reasonableness of the appraisal report but did not develop his own opinion of value for the property that is the subject of the work under review. This appraisal review is prepared in accordance with the 2020-2021 *Uniform Standards of Professional Appraisal Practice* (USPAP), which have been extended through 2023, of the Appraisal Foundation as well as the Codes of Ethics and Standards of the International Right of Way Association and the Appraisal Institute.

DETERMINATION OF VALUE NO. 1Parcel No. 0420018004 & 0420018003Owner: Donald MorinFederal Aid No. N/AProject: White River Restoration ProjectMap Sheet: Not Applicable

TO: Tierra Right of Way Services, LTD

FROM: Andrew F. Sorba SRA, AI-RRS, SR/WA, R/W-AC Review AppraiserMap Approval Date: Not ApplicableDate of last map revision: Not Applicable*The following appraisals have been made on subject property:*

APPRaiser	DATE OF VALUATION	BEFORE VALUE	AFTER VALUE	VALUE DIFFERENCE	APPRaiser's ALLOCATION	
					TAKING	DAMAGES
1.Hines & Hurych	May 1, 2023	\$13,026,200	\$0	\$13,026,200	\$13,026,200	\$0

SUMMARY:

The City of Sumner intends to acquire the fee simple interest in the subject property in relation to the White River Restoration project. The appraisal report complies with the development and reporting standards of the 2020-2021 edition of USPAP, Chapter 4 of the September 2020 WSDOT Right of Way Manual, 49 CFR § 24, and provides for its intended use. The appraisal report is **recommended** as a credible estimate of the amount believed to be just compensation for the proposed acquisition; **\$13,026,200**.

SCOPE OF REVIEW APPRAISAL ASSIGNMENT:

The purpose of this review assignment is to analyze the appraisal report under review and act on behalf of the client to interact with the appraisers who prepared the original work to ensure any major deficiency is appropriately addressed by the appraiser. Minor deficiencies are also noted and delivered to the appraiser for use at their discretion but are not necessarily changed in order to deliver a credible report. Infrequent typographical and grammatical mistakes that are not misleading and are typically ignored. The purpose is to ensure the intended use of the appraisal report, complicity with the specified entities, and that the development and reporting of credible results are achieved.

If the appraisal report was determined to be unable to be made “acceptable” per USPAP or WSDOT standards or the client’s intended use, a subsequent appraisal of the subject property may have been required. The scope of work does not include the development of an independent value opinion by the review appraiser.

The scope of work performed for this review appraisal included the following:

- This assignment performed research into the subject property and comparable sales, including confirmation of sales via county records, NWMLS, CBA, Realist, and market participants.
- A thorough review of the entire appraisal report, but not the work file.
- Interaction, if necessary, with the appraisers to address any deficiencies identified.
- This review appraisal does not include any Hypothetical Conditions.
- This review appraisal does not include an Extraordinary Assumption.
- This review required does not require Jurisdictional Exceptions or special Legal Instructions.

APPRAISAL REPORT SUBJECT TO REVIEW:

The appraisal report was completed and signed by Barbro A. Hines, MAI, SRA and Kellen E. Hurych, of SH&H Valuation and Consulting. The inspection of the subject property occurred on May 1, 2023. Corina (last name omitted, owner's representative,), Dylan (last name omitted, yard foreman) accompanied the appraisers during the inspection. During the previous three years, Barbro A. Hines, MAI, SRA has previously appraised the subject property on March 9, 2021. Barbro A. Hines, MAI, SAR and Kellen E. Hurych performed no other appraisal services regarding the subject property during the previous three years.

This appraisal review is of the entire appraisal report only. The appraisal report subject to review provides an analysis of the value of the proposed acquisition. The parcel is owned by Mr. Crowley.

- Report Date of Appraisal Under Review: June 6, 2023
- Date of Valuation of Appraisal Under Review: May 1, 2023
- Date of Appraisal Review Report: June 13, 2023
- USPAP in effect for Appraisal Report & Appraisal Review: 2020 – 2021 USPAP

APPLICABLE STATE LICENSURE OF APPRAISER:

Name	License Number	Type & State	Expiration
Barbro A. Hines	1101004	Certified General, WA	October 1, 2023
Kellen E. Hurych	1101923	Certified General, WA	May 17, 2025

LARGER PARCEL DETERMINATION:

The appraisal report concludes the larger parcel includes two tax parcels and totals 371,566 square feet. The appraisal report's conclusion of the larger parcel is reasonable and supported.

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS, AND JURISDICTIONAL EXCEPTIONS:

The report includes the appropriate assignment conditions for an appraisal of a partial acquisition.

Extraordinary Assumption:

1. State and Federal standards require the appraiser to disregard any decrease or increase in the fair market value of the subject caused by the project. The appraiser may cite the Jurisdictional Exception Rule to comply with this requirement which is found in RCW 8.26.180. and WAC 468-100-102 (2).

Hypothetical Conditions: None

Legal Instructions: None

Jurisdictional Exception:

1. State and Federal standards require the appraiser to disregard any decrease or increase in the fair market value of the subject caused by the project. The appraiser cites the Jurisdictional Exception Rule to comply with this requirement which is found in RCW 8.26.180. and WAC 468-100-102 (2).

HIGHEST AND BEST USE:

The appraisal concludes the highest and best use of the subject property before and after the proposed acquisition as if vacant is industrial development and as improved is the continued use of the property as a contractor's yard/industrial oriented property.

The appraisal's highest and best use conclusions before and after the acquisition for the site as are reasonable, do not require speculative rezoning, and the data provided adequately supports the conclusion.

APPROACHES TO VALUE:

The valuation method utilized, the sales comparison approach, best reflects the market for the subject property. As the analyses are valuing the underlying site value the income capitalization approach and cost approaches are not applicable. The limiting of the analysis to the sales approach is reasonable and justified.

DETERMINATION OF MARKET VALUE:

Site Valuation

The appraisal report utilizes six comparable sales that range in value from \$31.88 to \$55.46 per square foot of land area after quantitative but prior to qualitative adjustments. The appraisal concludes the indicated value of the subject property is \$45.00 per square foot of land area. The concluded value per square foot is then multiplied by the total usable square footage of the subject property (289,469 SF). The indicated value of the subject property is \$13,026,105, which is rounded to \$13,026,200. The comparable sales represent a good mix of recent sales of nearby competing properties of similar utility. The comparable adjustments are reasonable and supported. The calculation of the estimated market value is mathematically accurate. The conclusion of value is reasonable and supported.

The before market value is reported as \$13,026,200.

The proposed acquisition is of the entire subject property, therefore, there is no remainder. The after value is zero.

The after market value is reported as \$0.

The difference is rounded to \$13,026,200.

The appraisal report does not find evidence of damages or special benefits associated with the acquisition. The report's development, analysis, and conclusions here are also reasonable and supported.

CONCLUSIONS:

The report under review meets the development and reporting requirements of USPAP and WSDOT standards, and there are no conflicts with the Uniform Act. The appraisal report clearly identifies the client, intended users, intended use, and purpose and scope of the appraisal. The appraisal report identifies the problem to be solved and thoroughly completed the research and analyses necessary to produce a credible appraisal, as required.

The report does not use misleading or vague analyses, and the conclusions are well-founded and supported. The report is complete within the scope of the assignment, the intended use of the appraisal report, and USPAP standards; the data and market support are adequate and relevant; the appraisal methods and techniques are appropriate. The appraisal report's analyses, opinions, and conclusions are appropriate, reasonable, and adequately supported by market data. There were no non-compensable items included in the compensation estimate. The appraisal report is **recommended** as a credible estimate of the amount believed to be just compensation; **\$13,026,200.**

JUST COMPENSATION IS \$13,026,200

Allocation:

Acquisition:

Land

Fee \$ 13,026,200

Easements \$ 0

Total Land \$ 13,026,200

Improvements

Bldg (if any) \$ 0

Site \$ 0

Total Imps \$ 0

Total Acquisition \$ 13,026,200

Damages \$ 0

Special Benefits \$ 0

Total Compensation \$ 13,026,200

REVIEWER'S DETERMINATION OF VALUE (This Review):

VALUE BEFORE ACQUISITION \$13,026,200

VALUE AFTER ACQUISITION \$0

JUST COMPENSATION \$13,026,200

Reviewer's allocation of just compensation:

Acquisition \$13,026,200

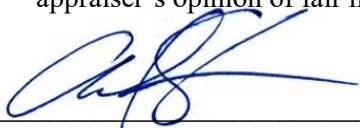
Damages \$0

AS OF May 1, 2023
(Date)

Appraisal Reviewer's Certification

I certify that to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct;
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved;
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment;
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment;
- my engagement in this assignment was not contingent upon developing or reporting predetermined results;
- my compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use;
- my compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review;
- I have made the appraisal review and prepared this report in conformity with the Uniform Appraisal Standards for Federal Land Acquisition;
- I have made the appraisal review and prepared this report in conformity with the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the Uniform Appraisal Standards for Federal Land Acquisitions;
- I have made a personal inspection of the subject of the work under review and I have not verified all the factual data presented in this report including the comparable data;
- no one has provided significant appraisal review assistance to the person signing this certification;
- My analyses, opinions, and conclusions were developed, and this review report was prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
- the review appraiser has determined that the appraisal report under review adequately supports the appraiser's opinion of fair market value as the effective date of the report.



Andrew F. Sorba SRA, AI-RRS, SR/WA, R/W-AC
Washington State Certified General Appraiser, #20109979

June 13, 2023

Date

Expires 7/5/2024

**ACQUIRING AGENCY CONCURRENCE AND AUTHORIZATION FOR PAYMENT
OF JUST COMPENSATION:**

The City of Sumner does hereby indicate concurrence with the above certification and does authorize further action by its agent, Tierra Right of Way Services, LTD, to proceed according to established procedures with the acquisition of the property.

Date

Mike Dahlem, Public Works Director – City of Sumner

THIS APPRAISAL REVIEW IS SUBJECT TO THE FOLLOWING LIMITING CONDITIONS & RESTRICTIONS UPON DISCLOSURE AND USE

Use of this appraisal review is contingent upon fulfillment of the appraisal contract, whether written or oral. Upon full payment of all sums due the appraiser, this appraisal report becomes property of the client subject to all restrictions upon disclosure and use included herein and made a part hereof. The report and its conclusions will not be released to a third party by the appraiser or his employees without the client's consent. This limitation on release does not apply to market data or other information obtained by the appraiser for use within the report.

Neither all nor part of the contents of this report, especially conclusions as to value, if developed, and the identity and affiliations of the appraiser, shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and specific approval of the appraiser.

By receipt and acceptance of this report, the client acknowledges that, unless otherwise specifically agreed to elsewhere in writing, the fee for this appraisal report does not include any subsequent services such as meetings, conferences, depositions, hearings, trial preparation, attendance and testimony at trial, or any other dissemination or defense of the appraisal and its conclusions by the appraiser. These subsequent services, if requested, will be invoiced and paid on an hourly basis at the standard hourly rate of the appraiser at the time of the actual service. This hourly rate is presently \$200 per hour and is subject to change without notice.

No responsibility is assumed for matters legal in character nor is any opinion rendered as to title, which is assumed to be good. All existing liens and encumbrances have been disregarded except, as noted otherwise, and the property is appraised as though free and clear, under responsible ownership and competent management.

Unless otherwise stated in this report, the existence of toxins or hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is neither trained nor qualified to detect hazardous materials. The presence of asbestos, urea-formaldehyde foam insulation, heavy metals, petroleum distillates, solvents, radioactive or other potentially hazardous materials may affect the value of the property. This determination of fair market value is predicated on the assumption that there is no such material present at the subject property that would cause a diminution in value. No responsibility is assumed for any such conditions or for any expertise or knowledge required to discover them. The client, and any other interested party, is urged to retain an expert trained in the detection of toxins and hazardous substances, if desired.

Real estate appraisers in Washington are required by law to be licensed. This licensure is administrated, and appraisers are regulated by the Washington State Department of Licensing, Real Estate Appraiser Section, PO Box 3917, Seattle, Washington 98124-3917.

This review of an appraisal report does not develop or conclude our own opinion of value for the subject property. This is an Appraisal Review Report as defined by the Uniform Standards of Professional Appraisal Practice.



Appraisal Group of the Northwest

1409 140th Place NE, Suite #105

Bellevue, WA 98007-3963

425-453-9292

QUALIFICATIONS OF APPRAISER

ANDREW F. SORBA SRA, AI-RRS, SR/WA. R/W-AC

CERTIFIED GENERAL APPRAISER

ASORBA@APPRAISALGROUPNW.COM – MOBILE 206-334-5520

EXPERIENCE

2021- Northwest Meridian Appraisal, LLC
dba Appraisal Group of the Northwest – Bellevue, WA
2017-2021 Appraiser, Appraisal Group of the Northwest LLP – Bellevue, WA

EDUCATION

APPRAISAL INSTITUTE

Advanced: Advanced Concepts and Case Studies; Advanced Market Analysis and Highest & Best Use; Advanced Income Capitalization; Advanced Land Valuation; Advanced Residential Application and Case Studies/Part 1; Advanced Residential Report Writing/Part 2; Quantitative Analysis

General Appraisal: Review Case Studies-General; Review Theory-General; Sales Comparison Approach; Income Approach Part 1; Income Approach Part II; Site Valuation & Cost Approach; Market Analysis and Highest and Best Use; Real Estate Marketing Finance, Statistics, and Valuation Modeling; Report Writing and Case Studies. Basic Appraisal Principles; Basic Appraisal Procedures

USPAP: 2022-2023 Update; 2020-2021 Update; 2018-2019 Update; 2016-2017

Seminars: Avoiding Bias: Building a Bias Defense; Business Practices and Ethics; Complex Litigation Appraisal Case Studies; Evaluating Commercial Leases, Extreme Appraising Commercial Real Estate in a Down Market; Getting it Right from the Start: A Workout Plan for Your Scope of Work; Litigation Assignments for Residential Appraisers: Doing Expert Work on Atypical Cases

INTERNATIONAL RIGHT OF WAY ASSOCIATION

Principles of Land Acquisition – Course 100; Standards of Practice for the Right of Way Professional - Course 104 ; The Uniform Act Executive Summary - Course 105; Principles of Real Estate Negotiation - Course 200; Bargaining Negotiations – Course 205; Practical Negotiations for U.S. Federal and Federally Assisted Projects – Course 207; Conflict Management - Course 213; Principles of Real Estate Appraisal - Course 400; Easement Valuation - Course 403; Reviewing Appraisals in Eminent Domain – Course 410; The Valuation of Partial Acquisition - Course 421; Problems in the Valuation of Partial Acquisitions - Course 431; Environmental Awareness - Course 600; Understanding Environmental Contamination in Real Estate – Course 603; Environmental Due Diligence and Liability – Course 604; Introduction to Property/Asset Management – Course 700; Principles of Real Estate Law – Course 800; Legal Aspects of Easements – Course 802; Principles of Real Estate Engineering - Course 900; Engineering Plan Development and Application – Course 901; Property Descriptions – Course 902

SEMINARS

Temporary Construction Easements, Valuing Temporary Rights – WSDOT
Right of Way Relocation – WSDOT

UNIVERSITY

Bachelor of Arts – Double Major in Political Science & Laws, Societies, and Justice with a minor in Human Rights; University of Washington

LICENSE:

Certified General Real Estate Appraiser, State of Washington, Certification No. 20109979

CERTIFICATIONS & DESIGNATIONS:

SRA – Designated Member of the Appraisal Institute
AI-RRS – Designated Member of the Appraisal Institute
SR/WA – Senior Right of Way Professional - International Right of Way Association
R/W-AC – Right of Way Appraisal Certification – International Right of Way Association
Approved Appraiser – Washington State Department of Transportation
Approved Review Appraiser -Washington State Department of Transportation
Real Property Assessment Accreditation – State of Washington, Certification No. 1752

PROFESSIONAL AFFILIATION:

Designated Member, Appraisal Institute
Education Committee Member, Appraisal Institute Seattle Chapter
Government Affairs Chair, Appraisal Institute Seattle Chapter
Regional Representative, Appraisal Institute Seattle Chapter
President and International Director, IRWA Chapter 4
International Valuation Committee Vice-Chair, International Right of Way Association
International Professional Education Committee Member, International Right of Way Association
Director, Appraiser's Coalition of Washington

AWARDS:

2021 Professional of the Year, IRWA Region 7
2020-2021 Professional of the Year, IRWA Chapter 4

PRESENTATIONS:

Read the Deed, Why Title Reports Matter – IRWA's 68th Annual Education Conference

CLIENTS SERVED:

A. Colby Parks, Attorney at Law, P.S.
Ben Franklin Transit
Blair & Kim, PLLC
Boeing Employee's Credit Union
City National Bank
City of Bellevue
City of Everett
City of Kent
City of Renton
City of Marysville
City of Ocean Shores
City of Pasco
City of Walla Walla
City of Sumner
CH2M Hill
Des Moines Elder Law, PLLC
Dinnebier & Demmerle
Eastlake Office, LLC
Elliot & Company Appraisers
Epic Land Solutions, Inc
FBPCA Group PS, Inc
Hanson Baker Ludlow Drumheller, P.S.
Hargiss Properties, LLC
Hidden Creek Corporation
HDR, Inc
Horizon View Holdings, LLC
Hugh A. Sanders, PC
Hutchinson & Walter, PLLC
Inslee Beset Doezie & Ryder P.S.
Island County
Johns Monroe Mitsunaga Kolouskova PLLC
James E Willard & Associates
Kent School District
King County Department of Natural Resources
King County Facilities Management Division
Krueger Beck, PLLC

KRW Investment Holdings, LLC
Jacobs Engineering Group
Lake Meridian Water District
Lasher Holzapfel Sperry & Ebberson
Law Offices of Beth A. McDaniel, PLLC
Law Offices of Michelle L Graunke
LGI Homes
Luce & Associates, P.S.
Montgomery Purdue Blankinship & Austin, PLLC
Musick, Peeler & Garrett, LLP
Northwest SCS
Otak Engineering, Inc
Perkins Coie, LLP
Pierce County
PIQ National Debt Services
Puget Sound Energy
RBC Trust Company Limited
RH2 Engineering, Inc
Regeimbal, McDonald & Young, PLLC
Reichhardt & Ebe Engineering
Ryan, Swanson & Cleveland, PLLC
Sanders Law, PC
Seattle Property Management Association
Schweet Linde & Coulson, PLLC
Snohomish County
Spokane Valley School District
Tuscany Construction, LLC
Trueline Capital
United States Department of Agriculture, FSA
United States Navy
United States Department of Defense
Washington State Department of Transportation
Wechsler Becker, LLP
Wilson Engineering, LLC
Whatcom County

SUBJECT: Rainier View Park Covered Court - Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,557,779.85

Within Budget Allocation: Yes

ATTACHMENTS:

1. Rainier View Park - Covered Court - BID TAB
 2. Public Works Contract
-

STAFF CONTACT: Andrew Leach, Associate Engineer, Derek Barry, Community Services Manager, Michael Kosa, City Engineer

SUMMARY BACKGROUND:

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 to help fund this project.

Four (4) bids were received on August 29, 2023 for this project. The lowest responsible bid was submitted by Andy Johnson & Company, Inc. with a base bid amount of \$1,334,805.00. There were two alternate bid items included with the requests for bids. Bid alternate number one was for adding perforated metal panels to the sides of the covered court for wind screening. Bid alternate number 2 was for installing the utility work and concrete pad for the new Portland Loo bathroom. The City has decided to move forward with the base bid and bid alternate number 2. The overall contract amount of \$1,416,163.50, includes bid alternate number 2 and sales tax. The engineer's estimate was \$1,544,330.18.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Andy Johnson & Company, Inc., in an amount not-to-exceed \$1,416,163.50 for the Rainier View Park - Covered Court (CIP18-04), substantially in a form approved by the City Attorney.

Bid Tabulation

	Project Name: Rainier View park - Covered Court												
	CIP No.: 18-04												
	Bid Opening Date: August 1, 2023												
	Notes:			Engineer's Estimate		Bidder #1		Bidder #2		Bidder #3		Bidder #4	
	Indicates error corrected by PW dept	\$X,XXX.XX			\$1,615,000.00	Andy Johnson & Company, Inc.		General Mechanical Inc.		Skaar Construction Inc.		Pacific Civil & Infrastructure	
	Indicates Bidder modified Proposal	\$X,XXX.XX			(Before taxes)	1420 128th St E		2316 S State St		P.O. Box 1558		5124 180th St E	
	Indicates Revision Due to Duplication	*				Tacoma, WA 98445-3532		Tacoma, WA 98405-2813		Auburn, WA 98071-1558		Tacoma, WA 98446	
				Total		Total		Total		Total		Total	
Bid Item	Bid Item Description	Unit	Quant	Unit Price	Amount		Amount		Amount		Amount		Amount
1	Covered Court Base Bid	LS	1	\$1,376,687.20	\$1,376,687.20		\$1,219,000.00		\$1,375,566.00		\$1,617,000.00		\$1,754,000.00
2	Alternate #1 - Perforated Metal Wall Panel Wind Screen	LS	1	\$204,652.80	\$204,652.80		\$219,700.00		\$170,300.00		\$155,000.00		\$220,000.00
3	Alternate #2 - Install Owner Furnished Manufactured Restroom Building	LS	1	\$33,660.00	\$33,660.00		\$74,300.00		\$66,600.00		\$75,000.00		\$95,000.00
				Subtotal	\$1,376,687.20	Subtotal	\$1,219,000.00	Subtotal	\$1,375,566.00	Subtotal	\$1,617,000.00	Subtotal	\$1,754,000.00
				Tax (9.5%)	\$130,785.28	Tax (9.5%)	\$115,805.00	Tax (9.5%)	\$130,678.77	Tax (9.5%)	\$153,615.00	Tax (9.5%)	\$166,630.00
	Total of Base Bid				\$1,507,472.48		\$1,334,805.00		\$1,506,244.77		\$1,770,615.00		\$1,920,630.00
				Subtotal	\$1,581,340.00	Subtotal	\$1,438,700.00	Subtotal	\$1,545,866.00	Subtotal	\$1,772,000.00	Subtotal	\$1,974,000.00
				Tax (9.5%)	\$150,227.30	Tax (9.5%)	\$136,676.50	Tax (9.5%)	\$146,857.27	Tax (9.5%)	\$168,340.00	Tax (9.5%)	\$187,530.00
	Total of Base Bid + Alt #1				\$1,731,567.30		\$1,575,376.50		\$1,692,723.27		\$1,940,340.00		\$2,161,530.00
				Subtotal	\$1,410,347.20	Subtotal	\$1,293,300.00	Subtotal	\$1,442,166.00	Subtotal	\$1,692,000.00	Subtotal	\$1,849,000.00
				Tax (9.5%)	\$133,982.98	Tax (9.5%)	\$122,863.50	Tax (9.5%)	\$137,005.77	Tax (9.5%)	\$160,740.00	Tax (9.5%)	\$175,655.00
	Total of Base Bid + Alt #2				\$1,544,330.18		\$1,416,163.50		\$1,442,166.00		\$1,852,740.00		\$2,024,655.00
				Subtotal	\$1,615,000.00	Subtotal	\$1,513,000.00	Subtotal	\$1,612,466.00	Subtotal	\$1,847,000.00	Subtotal	\$2,069,000.00
				Tax (9.5%)	\$153,425.00	Tax (9.5%)	\$143,735.00	Tax (9.5%)	\$153,184.27	Tax (9.5%)	\$175,465.00	Tax (9.5%)	\$196,555.00
	Total of all Schedules				\$1,768,425.00		\$1,656,735.00		\$1,765,650.27		\$2,022,465.00		\$2,265,555.00
	Prepared by: Andrew Leach												
	Date: 8/29/2023												

PUBLIC WORKS CONTRACT
between City of Sumner and
Andy Johnson & Company, Inc.

THIS AGREEMENT, made and entered into this day _____,
between the City of Sumner under and by virtue of RCW Title 35 (Cities and towns) as amended and Andy
Johnson & Company, Inc., hereinafter called the Contractor.

WITNESSETH:

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

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

See Exhibit A - Rainier View Park - Covered Court (CIP 18-04)

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

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

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

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

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

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

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

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

VII. Insurance and Indemnification.

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

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

I. Acceptability of Insurers

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

J. Verification of Coverage

Contractor shall furnish the City with original certificates ~~and a copy of the amendatory~~ endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

K. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

L. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

This section is intended to supplement the attached specifications and Contract Documents. If any provision in this Section VII conflicts with any provision of the specifications attached hereto, the terms of this contract shall control.

VIII. Retainage

Pursuant to RCW 60.28.011, the City shall withhold up to 5% of the Contract sum, not including sales tax as retainage until the entire scope of work under this Contract is accepted. In lieu of retainage being withheld, Contractor may opt to submit a retainage bond instead covering any or all of the sum.

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

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

NOTICES TO BE SENT TO: CONTRACTOR: Craig Lester, President Andy Johnson & Company, Inc. 1420 128th St E Tacoma, WA 98445 360-352-3110 craigl@ajcocontractors.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Andrew Leach, PE, Associate Engineer City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5703 andrewl@sumnerwa.gov
---	---

EXHIBIT A

Rainier View Park – Covered Court
City of Sumner, WA
CIP 18-04

1.1 BASE BID:

AMOUNTS BID INCLUDE ALL WORK SHOWN ON THE DRAWINGS AND SPECIFIED IN THE BIDDING AND CONTRACT DOCUMENTS.

A. Covered Court

List Base Bid Total both in words and figures in the Space provided below (do not include sales tax):

one million two hundred nineteen thousand dollars
DOLLARS (\$ 1,219,000.00)

1.2 BID ALTERNATES: Refer to Section 01 2300 – Bid Alternates

A. ~~ALTERNATE BID NO. 1: PERFORATED METAL WALL PANEL WIND SCREEN~~ **ALTERNATE BID NO. 1 NOT SELECTED**

List Base Bid Total both in words and figures in the Space provided below (do not include sales tax):

~~two hundred nineteen thousand and~~ DOLLARS (\$ ~~219,700.00~~)
Seven hundred dollars

1.3 BID ALTERNATES: Refer to Section 01 2300 – Bid Alternates

A. ALTERNATE BID NO. 2: INSTALL OWNER FURNISHED MANUFACTURED RESTROOM BUILDING

List Base Bid Total both in words and figures in the Space provided below (do not include sales tax):

Seventy four thousand and three hundred dollars DOLLARS (\$ 74,300.00)

1.4 TRENCH EXCAVATION SAFETY COSTS:

Included in the above Base Bid is an amount for Trench Excavation Safety for any trenching exceeding a depth of four feet. In accordance with Chapter 39.04 RCW and WAC 296-155-850, all costs for adequate trench safety systems are required to be identified in this Bid. The Bidder certifies that the following amount is included in the Base Bid for Trench Excavation Safety Provisions. If no amount is entered, the Owner will presume that the Bidder represents that there are no Trench Excavation Safety costs for this Project.

Trench Safety System Costs Included are
\$ 2000.00

Base Bid \$1,219,000
Alt. 2 \$74,300
WSST 9.5% \$122,863.50
Contract Total \$1,416,163.50

BID FORM – 00 4113 - 2

EXHIBIT B

CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

_____,
Andy Johnson & Company, Inc.

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

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

wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in

accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

SUBJECT: Operations Facility: Early Site Work Package – Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$XXX

Within Budget Allocation: Yes

ATTACHMENTS:

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

SUMMARY BACKGROUND:

The Operations Facility project includes construction of a new public works facility with approximately 88,000 sf of total building space over 7 buildings on a 7.6 Acre site at 14320 29th Street East. Facility will include administration building, vehicle storage, fleet washing, material storage and decant facility. Project will include frontage improvements, landscaping, site lighting and stormwater management. This Early Site Work package includes site demolition, hazardous materials remediation, civil, and other work.

Number (#) bids were received on September 5th, 2023 for this project. The lowest responsible bidder was submitted by [Contractor's Company Name], with a bid amount of \$XXX,XXX.XX. The engineer's estimate was \$4,353,680. The contractor will have 95 working days after issuance of the Notice to Proceed to complete the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with [CONSULTANT/CONTRACTOR], in an amount not-to-exceed \$XXX for the Operations Facility - Early Site Work (CIP 17-13), substantially in a form approved by the City Attorney.

SUBJECT: Resolution No. 1662: Carbon Credit Regional Operator Subaward Grant Acceptance

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1662
2. Carbon Credit Subaward Contract

STAFF CONTACT: Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

The Bonneville Environmental Foundation received a grant to help local jurisdictions receive carbon credits from their restoration projects. The funds from the sale of carbon credits can be used towards maintenance expenses of the project. The subaward grant will cover the City's costs associated with certifying carbon credits on the White River Restoration project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/5/2023
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acceptance of \$25,000 in subaward grant funds from Bonneville Environmental Foundation for use in the White River Restoration project (CIP 14-10), and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

RESOLUTION NO. 1662

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM THE ENVIRONMENTAL PROTECTION AGENCY**

WHEREAS, the Bonneville Environmental Foundation is the grant recipient and will provide technical assistance to receive carbon credits; and

WHEREAS, to help accomplish and fund the fees and effort associated with carbon credits, the City of Sumner applied for the Carbon Credit Regional Operator subaward; and

WHEREAS, \$25,000 was awarded on August 1, 2023; and

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

WHEREAS, it is in the City's interests to accept the grant funds and enter into any necessary grant agreements regarding the same.

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Carbon Credit Regional Operator subaward grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

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

ADOPTED AND APPROVED this _____.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney



TITLE: Carbon Credit Regional Operator
GRANTEE: City of Sumner
TYPE: Payable / Grant / Sub-Rec Fed EPA

BEF NUMBER: XXX-XXXXX

CONTRACT PERIOD: 07/01/2023 to 03/30/2027

CONTRACT AMOUNT : \$25,000

A. PARTIES TO THIS CONTRACT

This contract is entered into between the Bonneville Environmental Foundation (BEF), 1500 SW 1st Ave, Suite 710 Portland, OR 97201; and City of Sumner (Grantee), 1104 Maple Street, Sumner, WA 98390; and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF CONTRACT

The purpose of this contract is to provide a grant award to the Grantee for the project specified herein. For this contract the Environmental Protection Agency is the Federal awarding agency, BEF is the prime recipient, and the Grantee is the subrecipient.

C. TERMS AND CONDITIONS OF PRIME AWARD CONTROLLING

Grantee agrees to abide by the terms and conditions of the agreement WDFW #23-22470 between BEF and the Washington Department of Fisheries and Wildlife (the "Prime Award" – Attachment A). By signing this contract, Grantee acknowledges receipt of the Attachment A.

D. DESCRIPTION OF PROJECT

The Grantee shall perform the project as described in Attachments, which are incorporated herein by this reference:

Attachment - A – Prime Award

Attachment - B – Statement of Work

E. PERIOD OF PERFORMANCE

The performance period under this contract shall commence on 07/01/2023 and terminate on 03/30/2027. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this contract. The contract may be terminated or the performance period extended pursuant to terms set forth in Attachment A.

F. COMPENSATION / PAYMENT

The total dollars provided by BEF for this contract shall not exceed \$25,000.00 minus any matching requirements identified in this contract. The Grantee shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this contract will be reimbursed. Any additional services provided by the Grantee must have prior written approval of BEF.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the Grantee not more often than monthly. The invoices shall describe the document to BEF's satisfaction, a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by BEF within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee. BEF may, in its sole discretion, terminate the contract or withhold payments claimed by the Grantee for the services rendered if the Grantee fails to satisfactorily comply with any term or conditions of this contract.

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties of this contract are subject to this contract, including the Attachments, which are incorporated herein by this reference. By signing this contract the Grantee acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this contract.

H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND BEF POLICIES

The Grantee shall comply with, all applicable state, federal, and local laws and regulations, including published BEF policies, while performing under this contract

I. ORDER OF PRECEDENCE

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

Applicable Federal and State of Washington statutes and regulations.

Attachment - A – Prime Award

Attachment - B – Statement of Work, and

Any other provision, term or material incorporated herein by reference or otherwise incorporated.

J. CONTRACT REPRESENTATIVES

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this contract. All written communications regarding this contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

Grantee's Representative

Robert Wright

W 253.299.5708

robertw@sumnerwa.gov

BEF's Project Manager

Allan Warren

(503) 553-3939

awarren@b-e-f.org

K. ENTIRE CONTRACT

This contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this contract shall exist or bind any of the parties.

L. APPROVAL

This contract shall be subject to the written approval of BEF's authorized representative and shall not be binding until so approved. This contract may be altered, amended, or waived only by a written amendment executed by both parties.

IN WITNESS WHERE, BEF and the Grantee have signed this contract.

Bonneville Environmental Foundation

City of Sumner

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A -

**PRIME AWARD BETWEEN THE
WASHINGTON DEPARTMENT OF
FISHERIES AND WILDLIFE AND
BONNEVILLE ENVIRONMENTAL
FOUNDATION, WDFW #23-22470
(Grant Agreement - EPA Funds)**

Attachment B - STATEMENT OF WORK

Purpose

BEF, through its role as the Carbon Credit Regional Operator under a Habitat Strategic Initiative Lead grant, will manage subawards from that grant to six project partners. The City of Sumner is a subaward partner that will use these funds to enter a separately funded restoration project into City Forest Credits' Afforestation and Reforestation Protocol to leverage carbon credit sales revenue for long-term stewardship of the restoration site.

The subaward will be for a not-to-exceed amount of \$25,000 to cover staff time to participate in the process and the below estimated fees from City Forest Credits:

Afforestation and Reforestation Protocol:

- \$1,000 Ledger Account fee
- \$1,500 Application fee
- \$1,000 Verification fee (final amount is dependent on the project size)

Preservation Protocol:

- \$1,000 Ledger Account fee
- \$3,000 Application fee
- \$3,000 Verification fee

Subrecipient's Indirect Cost Rate.

The indirect cost rate may be a rate negotiated and approved by the subrecipient's cognizant Federal agency. If the subrecipient does not have a Federal indirect cost rate, the pass-through entity may negotiate an indirect cost rate with the subrecipient that complies with 2 CFR Part 200, Subpart E or use the 10% de-minimis indirect cost rate described at 2 CFR 200.414(f).

Reporting Requirements

Scope of Work

This subaward will provide financial support for staff time to meet with BEF staff and other partners to learn and implement the carbon credit protocols, pay for the associated fees to register and verify carbon credits, support broader communication efforts, and develop an ongoing stewardship plan. Tasks and deliverables associated with this subaward are:

1. Participation in biannual partnership meetings.
2. Meet with BEF staff on an as needed basis for technical assistance support.
3. Provide regular updates on project status to support quarterly reporting requirements.
4. Provide documentation of completion of Cultural Resources Review (CRR) including formal DAHP response letters from consultation process.
5. Support broader communications efforts by helping in one or more of the following activities: develop press releases, featuring the restoration project in a promotional film, participating in a webinar, or helping with conference presentation.
6. Provide copies of both the draft planting/restoration plan for evaluation against City Forest Credit protocols and the final submitted plan.
7. Develop and provide a copy of a long-term stewardship plan that complies with City Forest Credits stewardship requirements.

Reporting Requirements

The subawardee will submit quarterly progress reports by the specified target completion dates to the BEF. Quarterly reporting periods are:

- Quarter 1 reporting period: January 1 – March 31 - **April 10th due date**
- Quarter 2 reporting period: April 1 – June 30 - **July 10th due date**
- Quarter 3 reporting period: July 1 – September 30 - **October 10th due date**
- Quarter 4 reporting period: October 1 – December 31 - **January 10th due date**

Payment Schedule

Subawardee will issue an invoice to BEF for expenses incurred during the payment period, which shall be no more frequently than monthly.

Subawardee shall submit invoice(s) for payment to ap@b-e-f.org.

Funds will be paid within 30 net days of receipt of invoice from Grantee.

SUBJECT: Stewart Road Bridge Easement Agreement - 1096 Butte Ave

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$101,900

Within Budget Allocation: N/A

ATTACHMENTS:

1. Easement Agreement
-

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

SUMMARY BACKGROUND:

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

To complete the project, the City needs to acquire a portion of thirteen parcels. The easement agreement for 1096 Butte Ave is located at the northwest corner of the intersection (Parcel #4495400393). The project will acquire river protection, slope, temporary construction, and utility easements for transfer to PSE, to construct and permanently maintain the new bridge structure. Other property acquisitions will be forthcoming as agreements are negotiated and finalized.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 9/5/2023 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion approving the partial acquisition of 1096 Butte Ave for the Stewart Road Bridge Replacement Project for a total amount of \$101,900 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.

Prepared by and return to:
City of Sumner
Public Works Department
1104 Maple Street, Suite 260
Sumner, WA 98390
Attention: Mike Dahlem

RECORDING INFORMATION ABOVE

Grantor: 1096 Butte Ave VI SE LLC

Grantee: City of Sumner

Abbreviated Legal: Ptn of Lto 7, Blk 59, C.D. Hillman's Pacific City Div. 4

Tax Parcel No.: 4495400393

EASEMENT AGREEMENT

The undersigned, **1096 Butte Ave VI SE LLC**, a Delaware limited liability company ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **City of Sumner, a municipal corporation and political subdivision of the State of Washington** ("Grantee"), a perpetual, non-exclusive easement ("Easement") to construct, operate, maintain, repair, expand, replace and remove overhead electric transmission lines and wires, but specifically excluding poles or any other structures (collectively, the "Facilities") together with ingress and egress for all necessary equipment, materials and personnel, over, under and across the following property located in the County of Pierce, State of Washington, which Grantor owns ("Easement Area"):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED TO THIS AGREEMENT, AND BY THIS REFERENCE MADE A PART HEREOF.

The grant of the Easement is subject to the following terms and conditions:

I. Grantor reserves the right to use and enjoy the Easement Area so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement.

II. The conveyance of the Easement to Grantee is made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and interests affecting the Easement Area

that appear of record. Grantor warrants that Grantor is the owner of the Easement Area and has the full right and lawful authority to grant the Easement to Grantee. Grantee accepts the Easement on the Easement Area in its "AS-IS, WHERE-IS" condition, without representation or warranty from Grantor.

III. The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns. Grantor specifically acknowledges and accepts that at the conclusion of the City of Sumner's relocation work within the Easement Area described below, occasioned only by the City's Stewart Road Bridge replacement project, the Easement shall be transferred and assigned in full to Puget Sound Energy or its successor or assign for purposes of access to and ongoing maintenance and ownership of the Facilities located over, under and upon the Easement Area.

IV. Following initial installation, repair or extension of its Facilities, Grantee shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Easement Area affected by Grantee's work to the condition existing immediately prior to such work. All restoration which is the responsibility of Grantee shall be performed as soon as reasonably possible after the completion of Grantee's work and shall be coordinated with Grantor so as to cause the minimum amount of disruption to Grantor's use of the property.

V. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence, or the negligence of Grantee's employees, agents or contractors in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor, its employees, agents or contractors or the negligence of third parties. Solely to give full force and effect to the indemnity contained herein and not for the benefit of any third party, each party specifically and expressly waives any immunity it may have under Washington State Industrial Act, Title 51 RCW, and acknowledges that this waiver was mutually negotiated by the parties herein.

VI. In the event Grantor requires use of the Easement Area for development of improvements, Grantee shall use commercially reasonable efforts to relocate or reconfigure Grantee's facilities to accommodate Grantor's requested use of the Easement Area, provided that (i) Grantor agrees to pay all actual direct and related indirect costs accumulated in accordance with the relocation work, (ii) such relocation or reconfiguration will not jeopardize or impair the ability or integrity of Grantee's facilities, and (iii) the Easement Area will be amended to provide the rights for the relocated or reconfigures facilities.

VII. This Easement Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the Easement. This Easement Agreement may not be amended except by a written document executed by the authorized representatives of Grantor and Grantee. This Easement Agreement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

VIII. Attorneys' Fees. The prevailing party in any action brought to enforce or interpret the terms of this Easement Agreement shall be entitled to recover its costs and reasonable attorneys' fees incurred in said action, including on appeal.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Executed by Grantor this 29TH day of AUGUST 2023

GRANTOR:

**1096 Butte Ave VI SE LLC, a Delaware
limited liability**

By: 

Printed Name: WILLIAM ROMANO

Title: AUTHORIZED SIGNATORY

APPROVED as to form only:

Accepted By:

City of Sumner Attorney Date
Print Name: Andrea Marquez

Public Works Director Date
Print Name: Mike Dahlem

STATE OF New York)
COUNTY OF KINGS)

I certify that I know or have satisfactory evidence that WILLIAM ROMANO is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the AUTHORIZED SIGNARY of 1096 Butte Ave VI SE LLC, a Delaware limited liability, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 29 day of August, 2023.

Melissa Maxwell
Print name: Melissa Maxwell
Notary Public in and for the State of New York
residing at 45 Main St.
My appointment expires: 11-23-2024

[Notary Seal]

MELISSA MAXWELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6411536
Qualified in Kings County
My Commission Expires 11-23-2024

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Area

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 4495400393
BUTTE AVE PROPERTIES LLC
PSE UTILITY EASEMENT

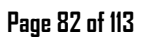
THAT PORTION OF TRACT 'B' OF PIERCE COUNTY DECLARATION OF BOUNDARY LINE ADJUSTMENT, PER PIERCE COUNTY RECORDING NO. 9207200390, RECORDS OF PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 'B';
THENCE NORTH 01°05'12" EAST ALONG THE WEST LINE OF SAID TRACT 'B', A DISTANCE OF 13.21 FEET;
THENCE NORTH 86°51'44" EAST, A DISTANCE OF 209.94 FEET TO A POINT ON THE WEST MARGIN LINE OF BUTTE AVE E;
THENCE SOUTH 01°56'56" WEST ALONG SAID WEST MARGIN LINE, A DISTANCE OF 30.40 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 'B';
THENCE NORTH 88°26'29" WEST ALONG THE SOUTH LINE OF SAID TRACT 'B', A DISTANCE OF 208.92 FEET TO THE POINT OF BEGINNING.

ALL SITUATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON.



7



REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner Public Works Department 1104 Maple Street, Suite 260 Sumner, WA 98390		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
		SIGNATURE (IN INK) FOR EACH CLAIMANT	DATED
GRANTOR OR CLAIMANT (NAME, ADDRESS) 1096 Butte Ave VI SE LLC 45 Main Street, Suite 506 Brooklyn, NY 11201	TIN/SSN:	X 	
PROJECT NO. AND TITLE CITY OF SUMNER, STEWART ROAD BRIDGE REPLACEMENT		By: 1096 Butte Ave VI SE LLC It's: WILLIAM ROMANO AUTHORIZED SIGNATORY	
FEDERAL AID NO.: STPUL-3290(011)	PARCEL NO.: 4495400393		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT
LAND: Utility Easement for Transfer: 4,191 SF		\$101,900.00	
IMPROVEMENTS:		+	
DAMAGES: Cost to Cure Proximity Other		+ + +	
SPECIAL BENEFITS			
JC (Just Compensation) Amount		\$101,900.00	
REMAINDER: Uneconomic Remnant Excess Acquisition		+ +	
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other		+ + + + +	
ADMINISTRATIVE SETTLEMENT		+	
STATUTORY EVALUATION ALLOWANCE		+	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:		+	
ACQUISITION AGENT	DATE	Voucher No.	TOTAL AMOUNT PAID \$101,900.00
AUTHORIZED AGENT FOR AGENCY	DATE		

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

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

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

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

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name 1096 Butte Ave VI SE LLC

Attn: William Romano

Mailing address 45 Main Street, Suite 506

City/state/zip Brooklyn, NY 11201

Phone (including area code) 646-255-7621

2 Buyer/Grantee

Name City of Sumner

Public Works Department

Mailing address 1104 Maple Street

City/state/zip Sumner, WA 98390-1423

Phone (including area code) 253-863-8300

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

Name _____

Mailing address Same as above

City/state/zip _____

List all real and personal property tax parcel account numbers	Personal property?	Assessed value(s)
PTN 4495400401	☐	42300
_____	☐	0.00
_____	☐	0.00

4 Street address of property Bute Ave, SE

This property is located in Sumner

(for unincorporated locations please select your county)

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

See attached.

5

91 - Undeveloped land (land only)

Enter any additional codes _____
(see back of last page for instructions)

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

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

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

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

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

If any answers are yes, complete as instructed below.

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

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

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

Deputy assessor signature _____

Date _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

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

(3) NEW OWNER(S) SIGNATURE

Signature _____

Signature _____

Print name _____

Print name _____

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

Signature of grantor or agent William Romano

Name (print) WILLIAM ROMANO

Date & city of signing 8-29-23 BROOKLYN

Signature of grantee or agent _____

Name (print) _____

Date & city of signing _____

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

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

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 4495400393
BUTTE AVE PROPERTIES LLC
PSE UTILITY EASEMENT

THAT PORTION OF TRACT 'B' OF PIERCE COUNTY DECLARATION OF BOUNDARY LINE ADJUSTMENT, PER PIERCE COUNTY RECORDING NO. 9207200390, RECORDS OF PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ALL SITUATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON.





Monthly Project Management Report

September 2023

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Major Projects

Project: Stewart Road Bridge Replacement (13-08)		Project Manager: Michael Kosa	Budget: \$33,500,000
Finance: \$7,000,000 NHFP Grant, \$6,000,000 TIB Grant, \$2,800,000 Congressional Appropriation, \$6,833,959 STP Grant, \$187,074 City of Sumner, \$4,260,000 Pierce County, \$50,000 Tarragon, \$3,000,000 FMSIB, \$50,000 Port of Tacoma, \$150,000 City of Auburn			
Description: This project will replace the existing two lane bridge over the White River at Stewart Road. The existing bridge will be removed. The new bridge will accommodate four lanes of traffic, and a separated shared use path on the north side of the roadway. Adjacent intersections at Butte Avenue and 140th Street Court East will be modified to accommodate the new roadway grade and lane configurations.			
Schedule/Milestones: ■ Selection of Design Consultant (10/13) ■ Design Consultant Contract Award (12/13) ■ ROW Environmental Review Completed (11/16) ■ Start Final Design (2/21) ☐ ROW Acquisitions Complete (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 08/2023 - Contruction Obligation Paperwork in process to be sent to WSDOT for approval 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		
Next Critical Activities (dates): Completion Report (10/23)	Building construction complete. Investigating adding asphalt driving surface to project.		
Next Council Actions (dates):	This project is under construction and the contractor is currently working on final completion and punchlist.		
Next Public Actions (dates):	This project is under construction and the contractor is currently working on floor slabs. This project is under construction and the contractor is currently working on subgrade and foundations. Western Engineering Constructors, Inc., was awarded the construction contract at a Special Council Meeting on 8/14/17. Contracts are currently being signed.		

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 (11/23)	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: Early Works Contract Award (09/23) ☐ Package 1: Early Works Construction Complete (04/24) ☐ Main Package Construction Contract Award (Q1 2024) ☐ Construction Complete (12/25)	Status: Early Works Package for demo and pre-load is out to bid. Bids open on 8/31. 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 September. 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: 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 (12/24)		Status: The City received 4 bids on 8/29/2023. Andy Johnson & Company, Inc. Was the low bidder. The City is moving forward with the design of the project. The Consultant contract has been fully executed.	
Next Critical Activities (dates):			
Next Council Actions (dates): Construction Contract Award (9/23)			

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 is open with permanent striping and the project is suspended. Work will resume once Zayo has relocated their communication line to the JUT and the utility pole is removed. The project will then be resuspended until the new signal poles arrive and can be installed. Intersection has been poured with the stamped colored concrete and sidewalks are complete. Intersection is set to be reopened by Aug. 4th. 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. Project is currently suspended due to material procurement. Construction is anticipated to being in May. Project is out for bid and the Construction Management Services Consultant has been selected. Project to be advertised for construction in October Additional federal funding acquired. WSDOT Review set being developed, 2 of 4 ROW acquisitions complete 90% Design at City for Review Beginning 90% design, ROW acquisition, City funding Construction phase in 2022 Internal review of 30% Design. Additional funding acquired for right of way acquisition phase. Project progressing toward 30% design. Project survey complete in November. Consultant agreement award at Council. Consultant selection completed. Developing consultant agreement. Staff is completing federal obligation paperwork.	
Next Critical Activities (dates):			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Alder & Kincaid Utility Improvements (19-05)		Project Manager: Alisa O'Haver-Ayala	Budget: \$7,002,990
Description: Replacement of utilities in the Alder and Kincaid Right-of-Way in the vicinity of the Red Apple property. Necessary to replace aging infrastructure and support the town center plan redevelopment.			
Schedule/Milestones: ☒ Select Design Consultant (10/19) ☒ Award Final Design Contract (7/20) ☒ Bid Award (06/22) ☐ Construction Complete (09/23)		Status: The majority of construction was completed in July. The only remaining item is 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 (Grants)
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: September 2023 – Ryan House to Council based on Finance Committee recommendation. August 2023 – Ryan House Update at Finance Committee to present options on which way to go with the Ryan House 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): 09/11/2023 - Ryan House Updated at Study Session 9/21/2023 - Ryan House Update to Council			
Next Council Actions (dates):			

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

Project: South Tank Seismic Retrofit (19-10)		Project Manager: Andrew Leach/Courtney Littrell	Budget: \$2,463,900
Description: Design and construction of seismic improvements to improve the resiliency of the south tank reservoir.			
Schedule/Milestones: ■ Select Design Consultant (1/20) □ Bid Award (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): Project Advertised 09/23			
Next Council Actions (dates): Bid Award 10/23			
Next Public Actions (dates): N/A			

Project: Rivergrove Community Pedestrian Bridge over SR 410 (20-07)		Project Manager: Andrew Leach	Budget: \$5,000,000
Finance: Sound Transit funds (\$452,000) (Design Only)			
Description: Construct a new pedestrian bridge over SR 410 at Sumner Ave to provide a non-motorized connection to the Rivergrove Neighborhood.			
Schedule/Milestones: ■ Grant Agreement Complete (06/20) ■ RFQ (06/20) ■ Consultant Agreement Award (12/20) □ Design Complete (12/24) □ Right of Way Acquisition Complete (12/22) □ Construction Complete (12/26)		Status: The 30% plans have been reviewed and approved by WSDOT. The 30% plans are complete and have been sent to WSDOT for approval. The Consultant is working towards 30% design of the project. Contract will be awarded at the December Council Meeting The City has completed consultant interviews and will be working with V+M Structural Design to execute a scope and fee. City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): Consultant Design Supplement (10/23)			
Next Council Actions (dates): Consultant Design Supplement (10/23)			
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 July. The only remaining item is 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. Public Engagement completing, consultant beginning Final Design Consultant beginning conceptual design phase City is evaluating consultant qualifications City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): Substantial Completion (7/23)			
Next Council Actions (dates): Project Acceptance (TBD)			
Next Public Actions (dates):			

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

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 (9/23)	Status: 08/14/2023 - Platform arrived on site and contractor has been working to install. Stairs will arrive any day for install and the contractor will complete the piping work during stair install. 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. Project pending award Project design underway RFQ Process Completed, Consultant Selected, Design Agreement heading to Council	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Auto Lane Sewer Force Main Replacement (21-09)		Project Manager: Andrew Leach/Courtney Littrell	Budget: \$300,000
Description: Replace portions of the sewer force main extending from Auto Lane into 166th Avenue E.			
Schedule/Milestones: ☒ Select Design Consultant (6/21) ☐ Bid Award (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. Approved by department of health, pending advertisement 90% plans at Department of Health for Review	
Next Critical Activities (dates): Project Acceptance (10/23)			
Next Council Actions (dates): Project Acceptance (10/23)			

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 Design Complete KPG Task Order / contract request in progress. Scope amended to keep within total task order allowance. 30% Design Completed January 2022. 60% Design in progress	
Next Critical Activities (dates):			
Next Council Actions (dates):			

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

Project:	Cemetery Facility Building (22-03)	Project Manager: Drew McCarty	Budget: \$3,000,000
Description: New Construction of Cemetery Building that will include maintenance/storage area, office, breakroom and restrooms.			
Schedule/Milestones: ☒ Design Consultant (08/22) ☒ Select Contractor (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): 08/2023 - Construction Contract to Council 09/2023 - Preconstruction Meeting			
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: Andrew Leach	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: 08/2023 - Project in Close out 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			