



Members: Councilmembers Earle Stuard (chair), Curt Brown, Andy Elfers, Barb Bitteto (alternate)

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

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

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 232 432 910 936 Passcode: 6uHEd4

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

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

Phone Conference ID: 539 397 162#

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

CALL TO ORDER

COMMITTEE BUSINESS

1. Wood and Main Intersection Property Acquisition - Bike Shop
2. Wood and Main Intersection Project - Dairy Freeze Property Acquisition
3. Natural Systems Design - Consultant Contract Amendment
4. ADA Transition Plan Update
5. Maple Street Pedestrian Signal - Consultant Contract Amendment
6. Pierce County Permanent Access and Landscape Easement - Stewart Road Bridge (Parcel 2003)
7. Pierce County Temporary Construction Easement - Stewart Road Bridge replacement project (Parcels 0422 and 3047)
8. Temporary Construction Easement with Pierce County - Stewart Road Bridge replacement project (Parcel 2003)
9. Temporary Construction Easement with Pierce County - Stewart Road Bridge Replacement Project (Parcel 2022)

REPORTS

1. Project Management Report

ADJOURNMENT

SUBJECT: Wood and Main Intersection Property Acquisition - Bike Shop

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Warranty Deed
-

STAFF CONTACT:

SUMMARY BACKGROUND:

In June, 2022, the City of Sumner and Qualey Properties LLC (Owner of Bicycle shop) hadn't yet reached agreement on the compensation for property needed for the City's Main and Wood Intersection improvement project, so the parties entered into a Possession and Use Agreement. The property included 173 square feet of fee property and a limited duration temporary construction easement. The City's offer at the time was \$100,000 so that money was deposited into escrow. The parties have now reached agreement on compensation at a total of **\$124,300**. This will require the City to pay an additional \$24,300 and authorize the Mayor to execute the deed, excise tax affidavit and all other necessary documents to finalize the acquisition.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 12/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Authorize the purchase of the Bicycle Shop property necessary for the Wood and Main intersection improvement project at a total price of \$124,300 and authorize the Mayor to execute any and all acquisition documents for the purchase.

REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner Public Works Department 1104 Maple Street, Ste. 260 Sumner, WA 98390-1423		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.		
GRANTOR OR CLAIMANT (NAME, ADDRESS) Qualey Properties, LLC 1406 Main Street Sumner, WA 98390		TIN/SSN:	SIGNATURE (IN INK) FOR EACH CLAIMANT  Paul W. Qualey	DATED 11-14-2013
PROJECT NO. AND TITLE Main and Wood Intersection Improvement Project		X		
FEDERAL AID NO. STPUL-3150(009)		PARCEL NO. 420244088		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT	
LAND: Fee: 173 square feet			\$8,500.00	
Temporary Construction Easement: 1,177 square feet		+	\$5,600.00	
IMPROVEMENTS:		+	\$5,600.00	
DAMAGES:		+	\$96,600.00	
Improvements: asphalt, brick sidewalk, wheel stops		+		
Land		+		
Other		+		
SPECIAL BENEFITS				
JC (Just Compensation) Amount			\$116,300.00	
REMAINDER:				
Uneconomic Remnant		+		
Excess Acquisition		+		
DEDUCTIONS:				
Amount Previously Paid				
Performance Bond				
Salvage Amount				
Pre Paid Rent				
Other				
ADMINISTRATIVE SETTLEMENT		+	\$8,000.00	
STATUTORY EVALUATION ALLOWANCE		+		
ESCROW FEE		+		
REAL ESTATE EXCISE TAX		+		
OTHER: Funds in Escrow		+	-100,000.00	
ACQUISITION AGENT Melinda Burkhart 		DATE 11-14-23	Voucher No.	
AUTHORIZED AGENT FOR AGENCY		DATE	TOTAL AMOUNT PAID \$124,300.00	
			\$ 24,300.00	

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Paul Quaker

2 Business name/disregarded entity name, if different from above
Bonney Lake Bicycle of Summer

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1406 Main St

6 City, state, and ZIP code.
Summer WA

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► [Signature]

Date ► 11-14-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

After recording return document to:

City of Sumner
Public Works Department
1104 Maple Street, Ste. 260
Sumner, WA 98390-1423

Document Title: Warranty Deed

Reference Number of Related Document:

Grantor: Qualey Properties, LLC

Grantee: City of Sumner

Legal Description: Ptn W.M. Kincaid DLC, SW S24-T20N-R4E, Pierce County, WA

Additional Legal Description is on Pages 3 and 4 of Document.

Assessor's Tax Parcel Number: 0420244088

WARRANTY DEED

Main and Wood Intersection Improvements

The Grantor, **Qualey Properties, LLC, a Washington limited liability company**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the **City of Sumner, a Municipal Corporation**, Grantee, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

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

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

WARRANTY DEED

Date: 11.14, 2023

Paul Qualey
Qualey Properties, LLC

By: Paul Qualey

Its: Governor

Accepted by the City Sumner:

Approved as to form:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: City Attorney

Date: _____

Date: _____

STATE OF WASHINGTON)

: ss

County of Pierce)

On this 14 day of November 2023, before me personally appeared Paul Qualey, to me known to be the Governor of Qualey Properties, LLC, a Washington Limited Liability Company, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.



Melinda Stahr Burkhardt

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

My commission expires 8.25.2026

WARRANTY DEED

EXHIBIT "A"

LEGAL DESCRIPTION

RIGHT-OF-WAY ACQUISITION

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING 30 FEET SOUTH OF AND 507.02 FEET WEST OF THE NORTHEAST CORNER OF THE
SOUTHEAST CORNER OF THE W.M. KINCAID DONATION LAND CLAIM;
THENCE SOUTH 100 FEET;
THENCE WEST 23 FEET;
THENCE WEST 40.30 FEET;
THENCE NORTH 95 FEET TO THE SOUTH LINE OF MAIN STREET;
THENCE EAST 96.30 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MONUMENT AT THE INTERSECTION OF MAIN STREET
AND WOOD AVENUE, BEING A "X" IN A 2" BRASS DISC;

THENCE SOUTH 89°04'33" EAST, ALONG THE MONUMENTED CENTERLINE OF SAID MAIN
STREET, 144.43 FEET;

THENCE SOUTH 00°56'53" WEST, 30.00 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF
SAID MAIN STREET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°56'53" WEST, 2.74 FEET TO A LINE 2.74 SOUTH OF AND
PARALLEL WITH SAID NORTH MARGIN;

THENCE NORTH 89°04'33" WEST, ALONG SAID PARALLEL LINE, 63.30 FEET;

THENCE NORTH 00°56'40" EAST, 2.74 FEET TO THE NORTH MARGIN OF SAID MAIN STREET;

THENCE SOUTH 89°04'33" EAST, ALONG SAID NORTH MARGIN, 63.30 FEET MORE OR LESS
TO THE TRUE POINT OF BEGINNING.

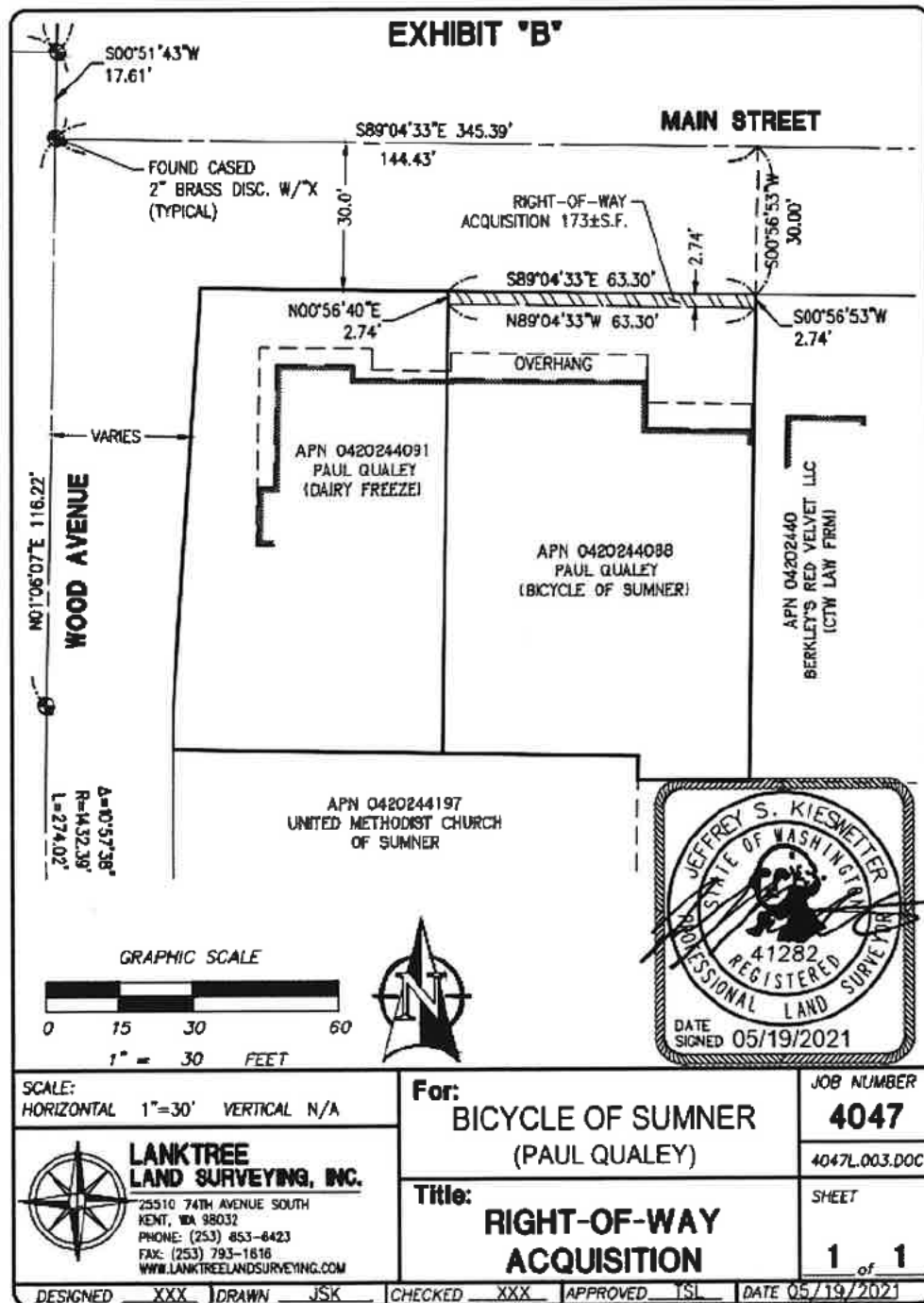
CONTAINING 173± SQUARE FEET

Grantor's Initials

PQ



WARRANTY DEED



SUBJECT: Wood and Main Intersection Project - Dairy Freeze Property Acquisition

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Deed and Voucher

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

In June, 2022, the City of Sumner and the owners of the Dairy Freeze property hadn't yet reached agreement on the compensation for property needed for the City's Main and Wood Intersection improvement project, so the parties entered into a Possession and Use Agreement to allow the project to proceed on time. The property included 1362 square feet of fee property and a limited duration temporary construction easement. The City's offer at the time was \$95,000 so that money was already deposited into escrow. The parties have now reached agreement on compensation at a total of **\$119,000**. This will require the City to pay an additional \$24,000 and authorize the Mayor to execute the deed, excise tax affidavit and all other necessary documents to finalize the acquisition.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 12/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Authorize the purchase of the Dairy Freeze property necessary for the Wood and Main intersection improvement project at a total price of \$119,000 and authorize the Mayor to execute any and all acquisition documents for the purchase.

After recording return document to:

City of Sumner
Public Works Department
1104 Maple Street, Ste. 260
Sumner, WA 98390-1423

Document Title: Warranty Deed

Reference Number of Related Document:

Grantors: Delores M., Qualey, Paul A. Qualey & Janelle Qualey

Grantee: City of Sumner

Legal Description: Ptn W.M. Kincaid DLC, SE S24-T20N-R4E, Pierce County, WA

Additional Legal Description is on Page 4 and 5 of Document

Assessor's Tax Parcel Number: 0420244091

WARRANTY DEED

Main and Wood Intersection Improvements

The Grantors, Delores M. Qualey as her separate estate, Paul A. Qualey and Janelle Qualey, husband and wife, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00), and other valuable consideration, hereby convey and warrant to the **City of Sumner, a Washington Municipal Corporation**, Grantee, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

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

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

LPA-302
10/2014

Page 1 of 5 Pages

FA No. STPUL-3150(009)
Project No. CIP 19-02
Parcel No. 0420244091

WARRANTY DEED

Date: November 16, 2023



Delores M. Qualey



Paul A. Qualey



Janelle Qualey

Accepted by the City of Sumner:

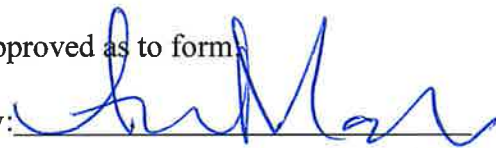
By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

By: 

Printed Name: Andreea Marquez

Title: City Attorney

Date: 11/16/2023

WARRANTY DEED

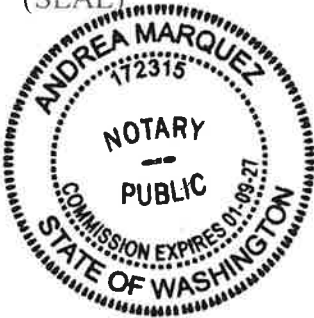
STATE OF WASHINGTON)

County of Pierce : SS

On this 11th day of Nov, 2023, before me personally appeared Paul A. Qualey & Janelle Qualey, husband and wife, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)



[Signature]
Print name
Andrea Marquez
Notary Public in and for the State of
Washington, residing at Lake Tapps
My commission expires 1-9-2027

STATE OF WASHINGTON)

County of Pierce : SS

On this 11th day of Nov, 2023, before me personally appeared Delores M. Qualey, as her separate estate, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)



[Signature]
Print name
Andrea Marquez
Notary Public in and for the State of
Washington, residing at Lake Tapps
My commission expires 1-9-2027

WARRANTY DEED

EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT-OF-WAY ACQUISITION

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING 30 FEET SOUTH OF AND 570.32 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST CORNER OF THE W.M. KINCAID DONATION LAND CLAIM;
THENCE WEST 51 FEET TO THE EAST LINE OF WOOD AVENUE;
THENCE SOUTH ON SAID EAST LINE 95 FEET;
THENCE EAST 51 FEET;
THENCE NORTH 95 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MONUMENT AT THE INTERSECTION OF MAIN STREET AND WOOD AVENUE, BEING A "X" IN A 2" BRASS DISC;

THENCE SOUTH 89°04'33" EAST, ALONG THE MONUMENTED CENTERLINE OF SAID MAIN STREET, 81.13 FEET;

THENCE SOUTH 00°58'40" WEST, 30.00 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF SAID MAIN STREET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°58'40" WEST, 2.75 FEET TO A LINE 2.74 SOUTH OF AND PARALLEL WITH SAID NORTH MARGIN;

THENCE NORTH 89°04'33" WEST, ALONG SAID PARALLEL LINE, 40.22 FEET;

THENCE SOUTH 01°08'07" WEST, 92.25 FEET;

THENCE NORTH 89°04'28" WEST, 14.98 FEET TO THE EAST RIGHT-OF-WAY MARGIN OF SAID WOOD AVENUE AND A POINT ON A NON-TANGENT CURVE, THE RADIUS OF WHICH BEARS SOUTH 89°21'44" EAST;

THENCE NORTHERLY ALONG SAID EAST MARGIN AND THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,406.39 FEET, THROUGH A CENTRAL ANGLE OF 00°21'21", AND AN ARC LENGTH OF 8.73 FEET;

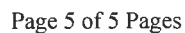
THENCE NORTH 03°45'24" EAST, ALONG SAID EAST MARGIN, 88.36 FEET TO THE NORTH MARGIN OF SAID MAIN STREET;

THENCE SOUTH 89°04'33" EAST, ALONG SAID NORTH MARGIN, 51.21 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,382± SQUARE FEET

Grantor's Initials



LPA-302
10/2014

Page 14 of 112

EXHIBIT "A"

LEGAL DESCRIPTION

RIGHT-OF-WAY ACQUISITION

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING 30 FEET SOUTH OF AND 507.02 FEET WEST OF THE NORTHEAST CORNER OF THE
SOUTHEAST CORNER OF THE W.M. KINCAID DONATION LAND CLAIM;
THENCE SOUTH 100 FEET;
THENCE WEST 23 FEET;
THENCE WEST 40.30 FEET;
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THENCE EAST 96.30 FEET TO THE POINT OF BEGINNING.

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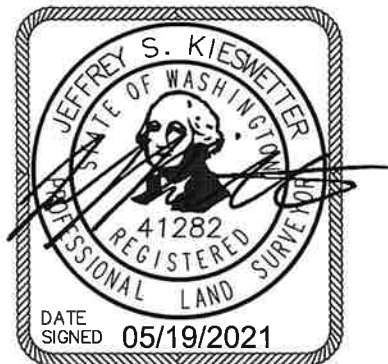
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PARALLEL WITH SAID NORTH MARGIN;

THENCE NORTH 89°04'33" WEST, ALONG SAID PARALLEL LINE, 63.30 FEET;

THENCE NORTH 00°56'40" EAST, 2.74 FEET TO THE NORTH MARGIN OF SAID MAIN STREET;

THENCE SOUTH 89°04'33" EAST, ALONG SAID NORTH MARGIN, 63.30 FEET MORE OR LESS
TO THE TRUE POINT OF BEGINNING.

CONTAINING 173± SQUARE FEET



Project Name: Sumner Wood & Main
May 18, 2021

Page of

BY: JSK
Ref. DWG: 4047EXH05.dwg

EXHIBIT "A"

LEGAL DESCRIPTION

RIGHT-OF-WAY ACQUISITION

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING 30 FEET SOUTH OF AND 570.32 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST CORNER OF THE W.M. KINCAID DONATION LAND CLAIM;
THENCE WEST 51 FEET TO THE EAST LINE OF WOOD AVENUE;
THENCE SOUTH ON SAID EAST LINE 95 FEET;
THENCE EAST 51 FEET;
THENCE NORTH 95 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MONUMENT AT THE INTERSECTION OF MAIN STREET AND WOOD AVENUE, BEING A "X" IN A 2" BRASS DISC;

THENCE SOUTH 89°04'33" EAST, ALONG THE MONUMENTED CENTERLINE OF SAID MAIN STREET, 81.13 FEET;

THENCE SOUTH 00°56'40" WEST, 30.00 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF SAID MAIN STREET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°56'40" WEST, 2.75 FEET TO A LINE 2.74 SOUTH OF AND PARALLEL WITH SAID NORTH MARGIN;

THENCE NORTH 89°04'33" WEST, ALONG SAID PARALLEL LINE, 40.22 FEET;

THENCE SOUTH 01°06'07" WEST, 92.25 FEET;

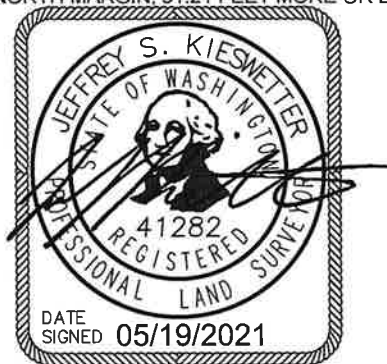
THENCE NORTH 89°04'28" WEST, 14.96 FEET TO THE EAST RIGHT-OF-WAY MARGIN OF SAID WOOD AVENUE AND A POINT ON A NON-TANGENT CURVE, THE RADIUS OF WHICH BEARS SOUTH 89°21'44" EAST;

THENCE NORTHERLY ALONG SAID EAST MARGIN AND THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,406.39 FEET, THROUGH A CENTRAL ANGLE OF 00°21'21", AND AN ARC LENGTH OF 8.73 FEET;

THENCE NORTH 03°45'24" EAST, ALONG SAID EAST MARGIN, 86.36 FEET TO THE NORTH MARGIN OF SAID MAIN STREET;

THENCE SOUTH 89°04'33" EAST, ALONG SAID NORTH MARGIN, 51.21 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,362± SQUARE FEET



Project Name: Sumner Wood & Main
May 19, 2021

Page of

BY: JSK
Ref. DWG: 4047EXH04.dwg

REAL PROPERTY VOUCHER

AGENCY NAME City of Sumner Public Works Department 1104 Maple Street, Ste. 260 Sumner, WA 98390-1423		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.	
GRANTOR OR CLAIMANT (NAME, ADDRESS) Delores M. Qualey Paul and Janelle Qualey P.O. Box 213 Lilliwaup, WA 98555		TIN/SSN:	SIGNATURE (IN INK) FOR EACH CLAIMANT X Delores M. Qualey <i>[Signature]</i> X Paul A. Qualey <i>[Signature]</i> X Janelle Qualey <i>[Signature]</i>
PROJECT NO. AND TITLE CIP 19-02 Main and Wood Intersection Improvements		DATED 11/16/23	
FEDERAL AID NO. STPUL-3150(009)	PARCEL NO. 420244091	DATED 11/16/23	
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT
LAND: 1,362 sq. ft.			\$71,500.00
TCE 926 sq. ft.		+	\$4,700.00
IMPROVEMENTS: Building, site improvements		+	\$9,000.00
DAMAGES: Cost to Cure: Improvements		+	
Cost to Cure: land (\$5.00 sq. ft. x 3,722 sq. ft.)		+	\$25,800.00
Proximity		+	
SPECIAL BENEFITS			
JC (Just Compensation) Amount Rounded			\$111,000.00
REMAINDER: Uneconomic Remnant		+	
Excess Acquisition		+	
DEDUCTIONS: Amount Previously Paid			
Performance Bond			
Salvage Amount			
Pre Paid Rent			
Other			
ADMINISTRATIVE SETTLEMENT		+	\$8,000.00
STATUTORY EVALUATION ALLOWANCE		+	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER: <i>Escrow Funds</i>		+	-95,000.00
ACQUISITION AGENT Melinda Burkhardt <i>Melinda Burkhardt</i>	DATE	Voucher No.	TOTAL AMOUNT PAID \$119,000.00 <i>24,000</i>
AUTHORIZED AGENT FOR AGENCY	DATE		

SUBJECT: Natural Systems Design - Consultant Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$506,074

Within Budget Allocation: Yes

ATTACHMENTS:

1. Amendment w/ Scope & Fee
-

STAFF CONTACT: Doug Beagle, Development Services Director, Robert Wright, Environmental & Sustainability Specialist

SUMMARY BACKGROUND:

Natural Systems Design was selected in 2016 as the City's consultant for CIP 14-10, the White River Restoration Project. Natural Systems Design was tasked with completing the final design of the project up to the proposed BNSF siding track project. BNSF is no longer completing the siding track project, so this amendment is to extend the boundaries of CIP 14-10 to include what would have been future BNSF property. The amendment will add \$506,074 to the contract, which will cover time to redesign the project, amend existing permits, prepare contract documents, and provide support through bidding into the first year of construction.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 12/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Natural System Design's Consultant Services Contract for the White River Restoration Project (CIP 14-10), increasing the contract amount by \$506,074 to a total authorized amount not-to-exceed \$2,495,641, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 4

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Natural Systems Design, Inc.**

CONTRACT NAME & PROJECT NUMBER: **White River Restoration Project PHII (CIP 14-10)**

ORIGINAL AGREEMENT DATE: **August 10, 2018**

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

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

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

See Exhibit A

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

Original Contract Sum, <i>including applicable WSST</i>	\$695,930.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$1,293,637.00
Current Contract Amount <i>including all previous amendments</i>	\$1,991,567.00

Current Amendment Sum	\$506,074.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$2,495,641.00

Original Time for Completion (insert date)	December 31, 2019
Revised Time for Completion under prior Amendments (insert date)	December 31, 2024
Add'l Days Required (±) for this Amendment	365 calendar days
Revised Time for Completion (insert date)	12/31/2025

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

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

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

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

CONSULTANT, CONTRACTOR OR VENDOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____
CITY OF SUMNER: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	APPROVED AS TO FORM: _____ Sumner City Attorney



SCOPE OF WORK

White River Restoration Project Design Refinements

Prepared by:

Natural Systems Design, Inc.

Prepared for:

City of Sumner

November 27, 2023



The City of Sumner (City) has requested technical services from Natural Systems Design, Inc. (NSD) and subconsultants to continue developing and implementing the White River Restoration Project (WRRP) between River Mile 2 and 4.5 on the White River. NSD has been supporting the City to develop the project in partnership with BNSF. NSD had developed plans that aligned with a proposed BNSF staging track expansion along the east side of the WRRP. In August 2023, the City instructed NSD to proceed with design revisions that assume that the BNSF project will not occur. The re-design effort generally consists of expanding the restoration area to include the roughly 30 additional acres. The project expansion will require adjustments to the overall grading plan to both accommodate the new space and adjust overall excavation volumes as BNSF will no longer be accepting the excavation spoils.

The overarching design intent of the design revisions will be to expand the restoration footprint to increase the benefits of the project but reduce the overall excavation to maintain the habitat and flood benefits of the site.

NSD will be supported in this effort by:

- Psomas KPG for civil support and bid package development
- NV5 (formerly GeoDesign) for geotechnical support, respectively
- WEST Consultants will provide regulatory floodplain modeling and documentation
- Hanson Professional Services will provide civil support on the mass excavation quantities.

The City has also retained Parametrix to provide construction support services, including constructability review and the NSD team will interface with the construction support crew

Work to be completed by NSD has been divided into the following list of tasks and linked to specific project deliverables:

- Task 1: Project Management
- Task 6: Design Updates and Bid Package Development
- Task 7: Permit Support
- Task 8: Year 1 Bid and Construction Support (2024)

Task 1. Project Management

NSD will continue supporting the City of Sumner to manage the project, communicate with stakeholders, and coordinate with subconsultants. This task represents a continuation of the existing Task 1. Ongoing project management steps include:

- ▶ Coordination includes monthly meetings with Cascade
- ▶ Coordination includes monthly dialogue group meetings
- ▶ Monthly invoicing
- ▶ Coordination includes weekly 1 hr meetings with City team

Assumptions

- ▶ Project Duration will be 16 months from November 2023 to December 2024

Deliverables:

- ▶ Monthly invoices and status reports
- ▶ Meeting notes via email when requested

Task 6. Design Updates and Bid Package Development

The NSD team will update the WRRP design to expand the project footprint to the east and adjust excavation volumes to accommodate a balanced cut and fill project. The forested berm and Sumner Link trail will be modified along the entire eastern portion of the site. Once the overall grading changes have been agreed upon, the design of associated infrastructure elements (pedestrian bridge, culverts, drainage ditches, etc) will be updated accordingly.

Subtask 6.1. NSD Restoration Design Updates

NSD will update the 90% design package to reflect the updated project limits and approach. The primary restoration design updates will include:

- ▶ Grading of the forested berm to move the location eastward
- ▶ Adjust grading to avoid off-haul of material
- ▶ Accommodate changes occurring at the northern development
- ▶ Re-combining the drawing set into a single set
- ▶ Addressing drainage inputs coming into the WRRP
- ▶ Support a plant procurement contract

NSD will coordinate with the City and Parametrix to complete a constructability analysis. The constructability analysis is anticipated to occur after the initial design revisions are complete, but prior to starting the final bid set.

Assumptions

- ▶ NSD will receive one set of consolidated comments on the revised 90% design. As part of this consolidation, Sumner will resolve conflicting comments.
- ▶ The intent of the revised design is to capture all of the changes associated with the expanded project footprint and fill export locations.
- ▶ The proposed development to the north will be able to accept significant volumes (e.g., 300,000 or more) CY of material.

Deliverables:

- ▶ NSD team will provide a revised 90% drawing set that shows all of the revised design. This set will not be for construction.

Subtask 6.2. NSD Final Design Package

The NSD team will advance the revised design to a bid set to support implementation of the WRRP project. The NSD team will strive to develop a bid set by the end of April 2024.

Assumptions

- ▶ Specifications will follow current WSDOT/City of Sumner standards.
- ▶ CAD Drawings will be developed using NSD standard formatting for layout and content, using Civil3D
- ▶ The NSD team will provide technical specifications.
- ▶ The NSD team will develop and produce the final project manual (Divisions 0, Division 1, appendices etc.).
- ▶ Specifications will follow current WSDOT standards.
- ▶ City will print hard copies of Plans using the PDF of the final stamped, signed drawings – no hard copy wet-stamped drawings will be provided

Subtask 6.3. Civil Support (PSOMAS KPG)

Primary Civil support by Psomas KPG will include:

- Psomas KPG will update demolition plans to include the new project area.
- Psomas KPG will also lead the development of two surface water crossings through the forested berm. NSD will provide sizing criteria and grading details. Psomas KPG will be responsible for structure design.
- Psomas KPG will support a feasibility analysis to assess the cost implications of installing a new bridge over the tailrace that would support vehicles, including the PSE equipment necessary for maintenance on the high voltage towers.
- Psomas KPG will provide survey pick ups for up to 24 hours for a crew of two personnel and basemap updates

The above work will be tracked under four distinct subtasks as outlined below:

Task 2.4.1 (Tailrace crossing culvert):

The design of precast concrete culvert to allow crossing of the tailrace, running parallel to the railroad tracks. Psomas Structures will coordinate with precast fabricators to design the culvert and will develop plans, calculations, specifications, and estimates.

Deliverables under this subtask will include:

- ▶ Structural memo/recommendations
- ▶ Structural design calculations.
- ▶ Technical specifications for concrete, rebar, and earthwork.
- ▶ Sheets formatted per the client's requirements:
 - Structural Notes and Layout
 - Plan, Elevation, and Typical Section
 - Headwall and apron slab details

- ▶ Quantities and Engineer's estimate of cost

Task 2.4.2 ("No. 9" Ditch crossing culvert):

The design of a precast concrete culvert to allow the construction of a berm, where a trail/access road will be constructed over the "No. 9" ditch. Psomas Structures will coordinate with precast fabricators to design the culvert and will develop plans, calculations, specifications, and estimates.

Deliverables under this subtask will include:

- ▶ Structural design calculations.
- ▶ Technical specifications for concrete, rebar, and earthwork.
- ▶ Sheets formatted per the client's requirements:
 - Structural Notes and Layout
 - Plan, Elevation, and Typical Section
 - Headwall and apron slab details
- ▶ Quantities and Engineer's estimate of cost

Task 2.4.3 (Assisting in Bridge Feasibility Analysis):

Develop cost estimate of bridge construction (plans and design be provided by others). Psomas Structures will provide a cost estimate for the tailrace crossing bridge, with plans provided by others.

Deliverables under this subtask will include:

- ▶ Bridge cost estimates (up to 2 iterations).

Task 2.4.4 (Updated TESC and Demolition Plans):

Update TESC and Demolition Plans to accommodate the updated grading and improvement Plans developed by NSD.

No additional budget is proposed for this subtask. This effort will be conducted under the remaining Task 2 budget of the existing contract.

Deliverables under this subtask will include:

- ▶ Updated TESC and Demolition Plans.

Assumptions

- ▶ NSD will receive one set of consolidated comments on the revised design package. As part of this consolidation, NSD will resolve conflicting comments.
- ▶ Precast box culverts will be used for the surface water crossings at the Tailrace and No. 9 Ditch.
- ▶ Culvert/wingwall type, size, elevation, and grading will be provided by NSD. KPG Psomas will provide culvert structural design, sections, and details. KPG Psomas will also provide assistance during development of construction estimates and Specifications for the box culverts.

- ▶ Bridge design, including Plans and Specifications, will be completed by others. KPG Psomas will provide assistance during the feasibility analysis by providing cost estimating for the selected bridge type.
- ▶ The design vehicle and live load requirements for culvert design will be provided by NSD.
- ▶ Geotechnical recommendations will be provided for soil loading, bearing capacities, and backfill specifications.
- ▶ All coordination will be via phone and virtual meetings.
- ▶ Services during construction, if requested, to be determined after the design phase.

Deliverables:

- ▶ As detailed in the above subtask descriptions.

Subtask 6.4. Geotechnical Support (NV5)

NV5 will support the development of mass grade techniques and provide design recommendations for the placement of fill to create the forested berm.

Design Support Services:

- Geotechnical consultation to review plans and existing information, consult on excavation methods, fill placement and compaction.
- Deliverable - plan review comments, , recommendations for construction phasing, preloading, excavation of existing materials, fill placement, and fill compaction to support construction of the forested berm on which the trail will be constructed.

Optional Geotechnical Investigation:

- Field investigation - Review existing information to determine if existing borings will provide sufficient information for bridge foundation design at tailrace outlet channel bridge
- Complete two additional boring or CPT explorations to support foundation design, and seismic hazard evaluation for tail race outlet channel bridge
- Analysis and Reporting - Provide recommendations and seismic design parameters for deep foundation support for tailrace outlet channel bridge.
- Deliverable: Draft and Final Geotechnical Investigation Report for Tail Race Outlet Bridge

Assumptions

- ▶ Boring locations will be truck or track rig accessible
- ▶ No ROW permits will be required.
- ▶ Plan review comments can be made electronically on plans or specifications
- ▶ Tailrace channel Bathymetry will be available to support development of geologic cross section across channel.

Deliverables:

- ▶ NV5 will provide design recommendations for fill placement and soil stockpiling.
- ▶ If needed, NV5 will provide a Draft and Final Geotechnical Investigation Report for Tail Race Outlet Bridge

Subtask 6.5. Regulatory Floodplain Analysis (WEST)

WEST will update the existing proposed conditions model using the revised grading plan provided by NSD. The same HEC-RAS model used during the previous modeling effort will be used for this revision. WEST will only update the proposed conditions model. WEST will update the hydraulics and floodplain analysis memo with the new results. WEST will provide a draft updated memo. Following review by NSD and the City, WEST will provide a Final memo addressing any comments.

The key assumption is that the revised proposed grade surface will continue to meet a “no-rise” condition for the FEMA base flood elevation as NSD has been developing the revised proposed grading plan using their own model and confirming the change in BFE during their development process. It is assumed that no additional model iterations will need to be done to satisfy the No Rise conditions.

Assumptions

- ▶ No additional model iterations beyond the revised grading plan
- ▶ Biweekly meetings during the 5 month project timeline attended by WEST Project Manager and Staff Engineer.
- ▶ This task does not include CLOMR submission and responses to FEMA by WEST.

Deliverables:

- ▶ Draft Updated Floodplain Analysis Memo
- ▶ Final Updated Floodplain Analysis Memo

Subtask 6.6. Civil Support - Mass Excavation (Hanson Professional Services)

Hanson will provide input on feasible scenarios for grading at the City/BNSF interface and develop specifications to address mass grading as necessary to supplement WSDOT standard specs.

When coordination with BNSF is desired, Hanson will lead or assist with that coordination as directed. At the time of this proposal it is anticipated that the City may seek a temporary grading permit on BNSF to facilitate a more consistent surface at and adjacent to the City/BNSF property limit. Hanson will determine the appropriate temporary grading permit request forms with BNSF and JLL, fill out portions of form and provide to the City/NSD team for completion. Hanson will discuss or facilitate discussions with BNSF regarding waiver of permit fees associated with the temporary grading permit.

Assumptions

- ▶ Hanson will advise NSD on potential grading scenarios that are anticipated to be acceptable to BNSF and will provide assistance with the temporary grading approvals. Please note Hanson’s preparation or assistance with documents related to a temporary grading permit does not guarantee BNSF’s issuance of a permit for the proposed project activities.

- ▶ A max of two supplemental specifications will be necessary to capture project specific technical requirements related to the mass excavation effort.

Deliverables:

- ▶ Hanson will attend meeting as requested, provide simple cross section sketches or descriptions related to the eastern edge of the project for use/consideration by NSD and provide input and review on potential phasing and other considerations related to the mass grading effort. Up to 80 hours has been budgeted for this effort.
- ▶ Hanson will provide a BNSF temporary grading permit application. NSD will fill in any missing information and City will review and officially submit the online form.
- ▶ Hanson will provide technical specification language to supplement WSDOT specs as necessary to address the intended mass grading effort.

Task 7. Regulatory Support

NSD will continue supporting the City of Sumner to obtain appropriate environmental regulatory approvals for the project. NSD's role will expand to include leading modifications of the existing and ongoing the federal permitting.

Subtask 7.1. Regulatory Support

Major elements of this work include

- ▶ Revising the Corps 404 approval; this will include developing a presentation that outlines the increased benefits of the project and no change or reduced impacts.
- ▶ Coordination with Ecology.
- ▶ Revising the WDFW HPA permit.
- ▶ Working with City planning staff to revise SEPA, Shorelines, and Critical Areas permits.
- ▶ Develop a permit condition tracking sheet to identify key permit conditions, contact points, and track compliance over time.

Subtask 7.2. Monitoring Plan Development

Given scale of project, potential risks (to infrastructure and habitat), we believe a basic monitoring plan will be important component of the project that should be developed during design phase by the Design Team (NSD, Sumner, Puyallup and Muckleshoot Tribes). We will develop an initial compliance monitoring plan to meet Corps standards and is consistent with the Floodplains for the Future Shared Monitoring Plan developed by the Pierce Conservation District (Feb 2018).

Assumptions

- ▶ The Corps will accept a permit modification. If the Corps requires a new permit submittal this will require substantial additional effort.

Deliverables:

- ▶ Presentation to Corps
- ▶ One meeting with Ecology
- ▶ Revised application materials to WDFW
- ▶ Revised application materials to City Planning
- ▶ Permit condition tracking spreadsheet (on Sharepoint)

Task 8. Year 1 Bid and Construction Support

NSD will support the City's bid process and the first year of construction. There will be several years of construction; later years will be scoped in the future as the level of effort is better understood.

During year 1 construction, we anticipate that limited field time will be necessary as the Parametrix team will be available for day to day construction management.

Assumptions

- ▶ City will lead the bid advertisements and logistics for pre bid meeting(s)

Deliverables:

- ▶ NSD will attend one pre-bid meeting
- ▶ NSD will review bids at opening
- ▶ NSD will provide up to 20 days of in field construction supervision
- ▶ NSD will review RFIs and submittals from the contractor, anticipated up to 10

PROJECT BUDGET AND SCHEDULE

This project budget represents our knowledge of the work already completed, best understanding of the requested project elements, and accompanying assumptions. For the scope of services described above, we estimate that our total fee will be completed on a time and materials basis not to exceed the value included below in Table 1. It is our understanding that the necessary funds are available for this project and that these funds are committed to the project upon execution of this agreement.

Table 1. Cost Summary

Task	Subtask	Task Title	Subtotals	Notes
1		Project Management	\$39,792	
6	6.1	NSD Restoration Design Updates	\$258,236	
	6.2	NSD Final Design Package	\$51,944	
	6.3	Psomas KPG Civil Support	\$169,793	Includes remaining under existing contract
	6.4	NV5 Geotechnical Support	\$53,524	Includes optional field investigation
	6.5	West Regulatory Floodplain Analysis	\$16,310	
	6.6	Hanson Mass Excavation Design Support	\$63,208	
7	7.1	Regulatory Support	\$30,312	
	7.2	Monitoring Plan	\$6,048	
8		Year 1 Bid and Construction Support	\$46,418	
		Management Reserve	\$50,000	
		Grand Total	\$785,585	
		Total Remaining in Existing Contract	\$279,511	Will be diverted to revised work
		Total New Request	\$506,074	

SUBJECT: ADA Transition Plan Update

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

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

SUMMARY BACKGROUND:

2023 ADA UPDATE

ADA project accomplishments, future projects and anticipated challenges are part of the City's Americans with Disabilities Act Transition Plan.

ADA Project Accomplishments

The City finished CIP 19-05 – TC:UW and Academy Street Bike Lanes. This project started in 2022 and was completed in 2023. This project added approximately 4,480 linear feet of sidewalk and 51 new curb ramps. The project construction cost was approximately \$6.7 million. The project included funding from Sound Transit, ARPA, and local funds.

Future Projects

CIP 23-03 Elm Street Sidewalks. Project design started in 2023 and will be constructed in 2024. This project will add approximately 385 linear feet of sidewalk and 3 curb ramps.

CIP 19-02 Main-Wood Intersection Improvements. This project started in 2023 and will finish in 2024. This project will add approximately 615 linear feet of sidewalk and 4 curb ramps.

CIP 18-04 Rainier View Covered Court. This project started in 2023 and will finish in 2024. This project will add 2 new curb ramps.

City Council approved a street tree repair program as well as another volunteer sidewalk program. The street repair program will focus on repairing damaged sidewalks caused by street trees. The repairs are planned to start in 2024. The Volunteer Sidewalk Program started in 2023 with planning and design and construction to be completed in 2024.

Anticipated Challenges

Currently there are no anticipated challenges for pursuing the goals of the City of Sumner's ADA Transition Plan.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 11/7/2023

COMMITTEE RECOMMENDATION: Information Only

STAFF RECOMMENDATIONS/MOTION:

Information Only

SUBJECT: Maple Street Pedestrian Signal - Consultant Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$157,521.11

Within Budget Allocation: Yes

ATTACHMENTS:

1. Amendment with Scope & Fee
-

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

SUMMARY BACKGROUND:

This project will replace an existing rectangular rapid flashing beacon pedestrian sign with a pedestrian signal across Traffic Avenue at Maple Street and install retroreflective signal backplates throughout the City at City-owned traffic signals where they are not currently installed.

Transportation Solutions, Inc. (TSI) was selected to provide consulting services for this project in March 2022 through a qualification-based selection process and has now completed the design for this grant-funded project. In March 2022, when TSI was originally contracted, it was anticipated that TSI would provide construction management services in a future contract amendment.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 12/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Transportation Solutions, Inc.'s Consultant Services Contract for the Maple Street Pedestrian Signal / Backplates (CIP 21-11), increasing the contract amount by \$157,521.11 to a total authorized amount not-to-exceed \$242,391.92, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.

November 28, 2023

Alisa O'Haver-Ayala, PE, CCM
Associate City Engineer
City of Sumner
1104 Maple Street, Suite 260
Sumner, WA 98390

**Subject: MAPLE ST/TRAFFIC AVE PEDESTRIAN SIGNAL AND
CITYWIDE TRAFFIC SIGNAL BACKPLATES PROJECT HSIP-000S(599)
Supplemental Agreement 01**
Project #: 222016

Dear Alisa:

Thank you for the opportunity to provide construction support services for the City's project. We look forward to helping the City progress the project through the construction stage. Please find attached the following documents for the City's consideration and approval:

- WSDOT Supplemental Agreement Form for Supplement 1
- Exhibit A - Supplement 1 Summary of Payments
- Exhibit B - Supplement 1 Scope of Work
- Exhibit C - Supplement 1 Fee Estimate

Please feel free to contact me directly should you have any questions.

Sincerely,



Transportation Solutions, Inc.

Kirk Harris, PE, PMP
Principal



**Washington State
Department of Transportation**

Supplemental Agreement Number 01		Organization and Address	
Original Agreement Number HSIP-000S(599)		Transportation Solutions, Inc. 16932 Woodinville-Redmond Road, Suite A206 Woodinville, WA 98072 Phone: 425-375-2091	
Project Number TSI Proj. # 222016	Execution Date 3/29/2022 (original)	Completion Date 6/30/2025	
Project Title Maple Street/Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates	New Maximum Amount Payable \$242,391.92		
Description of Work Construction Management, Materials Testing, and On-Call Engineering Support during the construction phase for the project as described in Exhibit B - Supplement 1.			

The Local Agency of Sumner, WA

desires to supplement the agreement entered in to with Transportation Solutions, Inc.

and executed on 3/29/2022 (orig) and identified as Agreement No. HSIP-000S(599)

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached Exhibit B - Supplement 1.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: time for completion extended to 6/30/2025.

III

Section V, PAYMENT, shall be amended as follows:

See attached Exhibit C - Supplement 1.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: KIRK HARRIS, PRINCIPAL

By: _____

[Signature]
Consultant Signature

Approving Authority Signature

Date

Exhibit A - Supplement 1
Summary of Payments

Transportation Solutions, Inc	Basic Agreement	Supplement 1	Total
Labor	\$43,656.90	\$14,967.11	\$58,624.01
Direct Costs			
Mileage	\$73.13	\$0.00	\$73.13
1 Alliance Geomatics	\$9,599.59	\$0.00	\$9,599.59
ESA	\$22,541.19	\$0.00	\$22,541.19
KBA	\$0.00	\$127,554.00	\$127,554.00
Management Reserve	\$9,000.00	\$15,000.00	\$24,000.00
Total	\$84,870.81	\$157,521.11	\$242,391.92

Exhibit B - SUPPLEMENT 1 SCOPE OF WORK

CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE CITY OF SUMNER MAPLE STREET/TRAFFIC AVENUE PEDESTRIAN SIGNAL AND CITYWIDE TRAFFIC SIGNAL BACKPLATES PROJECT CITY PROJECT # CIP 21-11 FEDERAL AID # HSIP-000S(599)

SCOPE OF WORK

During the term of this Agreement, Transportation Solutions Inc. (TSI), (CONSULTANT), shall coordinate with KBA., (KBA) (SUBCONSULTANT) who shall perform professional services for TSI, including construction contract administration and inspection for the MAPLE STREET/TRAFFIC AVENUE PEDESTRIAN SIGNAL AND CITYWIDE TRAFFIC SIGNAL BACKPLATES PROJECT (PROJECT) for the City of Sumner (CITY). The project construction, including construction support services are federally funded, Federal Aid No. HSIP-000S(599). This document shall be used to plan, conduct, and complete the work on the PROJECT.

I. BACKGROUND

The project improvements include upgrading of the intersection of Maple Street and Traffic Avenue with a new pedestrian hybrid beacon and improving signalized intersections citywide with the installation of retroreflective backplates to existing traffic signal heads and the replacement of existing traffic signal heads with new ones. Work also includes installation of traffic signal poles and equipment; existing equipment and material removals; new curb, gutter, sidewalk, and curb ramps; new pavement; pavement markings and signing; temporary erosion and sediment control measures; temporary traffic control; and other related items of work.

The on-site construction is expected to be 50 working days. The project was advertised on November 15, 2023, and bids are to be opened by the City on December 12, 2023. Work is to be completed in 2024, with a significant portion of the calendar year anticipated to be used for the contractor to procure traffic signal equipment (poles, mast arms, controller) for the Maple Street and Traffic Avenue Pedestrian Hybrid Beacon. Procurement of this material is expected to take at least 6 to 9 months based upon experience gained working on similar projects. Work on this project by the CONSULTANT and SUBCONSULTANT will begin with review of submittals provided by the contractor for the long-lead order items.

II. DESCRIPTION OF WORK

The work to be performed by the CONSULTANT and its subconsultants consists of providing construction administration, inspection, materials testing, and project management for the project. This work consists of attending project meetings setup by the CITY, corresponding with the parties involved, schedule tracking, submittal tracking, on site inspection, materials testing, field notes and quantities, support documentation for the pay estimate preparation, aiding in change order preparation, and support to the CITY necessary to ensure that the work is construction administered and inspected in accordance with the contract plans and specifications.

TSI is providing professional services to the CITY in connection with the engineering for the project. KBA is acting as Construction Project Manager and is a subconsultant to TSI. KBA is also providing construction contract administration and inspection services. A materials testing company will be a vendor to KBA. The specific vendor to provide these materials testing services will be determined based upon availability closer to the time of need. Specific work items prepared by KBA will be done in accordance with the Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) Manual.

III. CONSTRUCTION MANAGEMENT TEAM

The Construction Management Team is made up of the following firms/organizations:

Owner (CITY).....	City of Sumner
Prime (CONSULTANT).....	Transportation Solutions, Inc. (TSI)
Constr. Admin/Inspection (SUBCONSULTANT).....	KBA, Inc. (KBA)
Traffic Signal/Electrical Consultant.....	Transportation Solutions, Inc. (TSI)
Materials Testing Services.....	TBD

IV. ASSUMPTIONS AND LIMITATIONS

This scope of work is based on the following assumptions:

- Construction survey will be provided by the Contractor.
- The City will request the record of materials (ROM) from WSDOT as soon as construction funds are obligated and provide the ROM to TSI and KBA.
- KBA will contract directly with a material testing laboratory of their choice. The materials testing laboratory shall be capable of providing all necessary material inspection, testing and administration including:
 - Soil and aggregate materials testing.
 - Proctor analysis and in-place density testing for aggregates.
 - Concrete testing and concrete cylinders.
 - Distribution of all test/special inspection reports to KBA, City, Contractor, TSI, and other stakeholders as identified at the pre-construction meeting.

- The City will conduct all award, and contract execution activities with review for Federal Aid compliance by KBA.
- The City, KBA, and TSI will coordinate and conduct the pre-construction meeting.
- The detailed scope of services for KBA is identified in a companion document included with this supplemental agreement.

V. TASKS/WORK ITEMS

9.0 CONSTRUCTION SUPPORT SERVICES

9.1 Project Management and Administration

CONSULTANT shall submit a single monthly invoice, which will include the billing requests from the subconsultant. CONSULTANT shall submit monthly invoices and status reports to the CITY and track the project budget and schedule. TSI will subcontract day to day project construction administration and inspection services to KBA.

The cost estimate for construction support services provides budget amounts for reimbursable expenses to include but not be limited to mileage, testing, shipping reproductions, office supplies, printing fees and mitigation services directly related to the completion of the work and which will be charged at the actual cost incurred. Budgeted amounts shown are estimates of the actual costs for reimbursable expenses.

If mutually agreed upon by the CITY and the CONSULTANT, this contract may be supplemented to include work not specifically addressed in this scope of work. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

9.2 Pre-Construction Activities

As requested by the CITY, the CONSULTANT will attend the pre-construction meeting. For budgetary purposes, it is assumed the CONSULTANT will attend the pre-construction meeting in person. The CITY and KBA will coordinate preparations for the pre-construction meeting.

9.3 Construction Project Meetings

The CONSULTANT will attend construction project meetings on an as-needed basis and consistent with the labor hours identified in the budget estimate.

9.4 Requests for Information (RFIs)

The CONSULTANT shall provide responses to RFIs in a timely manner and consistent with the labor hours identified in the budget estimate. Generally, the CITY will need RFI responses within three (3) business days of the request, however more or less time may be allocated for this task depending on the issue.

9.5 Review and Approval of Shop Drawings/Submittals

The CONSULTANT shall evaluate shop drawings, and proposals for substitutions of materials and procedures as submitted by the Contractor for general conformance with the project requirements and intent. The CONSULTANT shall provide review and approval of shop drawings and other submittals within five (5) business days. It is anticipated that the CONSULTANT will only review materials related to the traffic signal system and that KBA will review materials for other elements of the project.

Exhibit C

City of Sumner Maple/Traffic and Backplates Project Fee Estimate - Supplement 1 (Partial CM) 11/28/2023	Person	Kirk H	Mike S	Jill B		
	Class.	Engineer VIII	Sr. Engr Technician	Admin. Assistant 5		
	Billrate	\$287.83	\$179.09	\$166.30	Hours	Amt
9.1 Project Management		6.0			6.0	\$ 1,726.97
Subconsultant Coordination		2.0		1.0	3.0	\$ 741.96
Monthly Invoices		4.0		6.0	10.0	\$ 2,149.12
9.2 Pre-Construction Activities		4.0			4.0	\$ 1,151.32
9.3 Construction Project Meetings		8.0	2.0		10.0	\$ 2,660.82
9.4 Requests for Information (RFIs)		12.0	8.0		20.0	\$ 4,886.70
9.5 Review and Approval of Shop Drawings/Submittals		2.0	6.0		8.0	\$ 1,650.22
Labor Sub Total		38.0	16.0	7.0	61.0	\$ 14,967.11
Subconsutants						
KBA						\$127,554.00
Management Reserve						\$ 15,000.00
Expenses SubTotal						\$ 142,554.00
Total Fee Estimate						\$ 157,521.11



Transportation Solutions Inc.
Actuals Not To Exceed Table (ANTE)
Effective 11/1/23

Classification	Direct Labor Rate Not to Exceed	WSDOT ICR 190.12%	Fixed Fee 29.69%	All Inclusive Hourly Billing Rate Not to Exceed
Engineer VIII	\$110.00	\$209.13	\$32.66	\$351.79
Engineer VII	\$100.00	\$190.12	\$29.69	\$319.81
Engineer VI	\$95.00	\$180.61	\$28.21	\$303.82
Engineer V	\$85.00	\$161.60	\$25.24	\$271.84
Engineer IV	\$65.00	\$123.58	\$19.30	\$207.88
Engineer III	\$50.00	\$95.06	\$14.85	\$159.91
Engineer II	\$42.00	\$79.85	\$12.47	\$134.32
Engineer I	\$35.00	\$66.54	\$10.39	\$111.93
Sr. Engr Technician	\$65.00	\$123.58	\$19.30	\$207.88
Planner IV	\$55.00	\$104.57	\$16.33	\$175.90
Office Manager	\$60.00	\$114.07	\$17.81	\$191.89



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 21, 2023

Transportation Solutions, Inc.
16932 Woodinville Redmond Rd NE, A206
Woodinville, WA 98072

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Jill Berberich:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 190.12% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;


[Schatzie Harvey \(Aug 21, 2023 17:38 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:HK

EXHIBIT A SCOPE OF SERVICES for

Maple Street & Traffic Avenue Pedestrian Signal & Citywide Traffic Signal Backplates

KBA, Inc. (Consultant) will provide Construction Management (CM) services to Transportation Solutions, Inc. (Client), who has an Agreement with City of Sumner (Owner), for the project known as ***Maple Street & Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates*** (Project). These services will include consultation, contract administration, field observation, documentation, and material testing, as required during the construction of the Project, as detailed below.

Project Description: Upgrading the intersection of Maple Street and Traffic Avenue with a new pedestrian hybrid beacon and improving signalized intersections citywide with the installation of retroreflective backplates to existing traffic signal heads and the replacement of existing traffic signal heads with new ones. Work also includes installation of traffic signal poles and equipment; existing equipment and material removals; new curb, gutter, sidewalk, and curb ramps; new pavement; pavement markings and signing; temporary erosion and sediment control measures; temporary traffic control; and other related items of work. The Designer of Record on this Project is Transportation Solutions, Inc. (Designer).

I. CONSTRUCTION MANAGEMENT SERVICES

A. Consultant Contract and Team Management: Provide overall day-to-day management of the Consultant contract and Team, including:

1. Decide on best modes and frequency of communication with Client and Designer. Liaison and coordinate with Client on a regular basis to discuss Project issues and status.
2. Manage Consultant Team, comprised of Consultant's staff and its subconsultants, if any. Organize and layout work for Consultant Team.
3. Review monthly expenditures and Consultant Team scope activities. Prepare and submit to Client monthly, an invoice and progress report describing services provided that period. Prepare and submit reporting required by funding source(s), if any.
4. The Client will be an active member of the Project Team, consulted on design issues, and will be provided with information affecting Project progress.

Deliverables

- *Monthly invoices and progress reports*

B. Preconstruction Services

1. Review Contract Documents to familiarize team with Project requirements.
2. Organize and lead preconstruction conference:
 - a. Prepare and distribute notices.
 - b. Prepare agenda.
 - c. Conduct the meeting.
 - d. Prepare and distribute meeting notes to attendees and affected agencies.

3. Provide one set of preconstruction photographs.

Deliverables

- *Preconstruction Conference Notice, Agenda, and Notes*
- *Preconstruction photos, digital files on electronic storage medium*

C. Construction Phase Services – Contract Administration

1. Liaison with the Client, construction contractor, Designer, appropriate agencies, adjacent property owners, and utilities.
2. In concurrence with Progress Estimates, provide the Client with brief construction progress reports, highlighting progress and advising of issues that are likely to impact cost, schedule, or quality/scope.
3. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and request revised schedules when needed. Advise Client of schedule changes.
4. Progress Meetings. Lead regular (usually weekly) progress meetings with the construction contractor, including Client pre-briefing. Prepare weekly meeting agenda and meeting notes and distribute copies to attendees. Track outstanding issues on a weekly basis.
5. Manage Submittal Process. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
6. Record of Materials. Maintain records of material compliance documentation received and advise Client of any known deficiencies.
7. Prepare weekly statement of working days and distribute to the Client and Contractor.
8. Manage RFI (Request for Information) process. Track and review/evaluate or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.
9. Change Management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders.
10. Monthly Pay Requests. Prepare monthly progress estimates for payment. Review payment requests submitted by construction contractor for comparison and reconcile differences. Review with Client and construction contractor and recommend approval, as appropriate.
 - a. Evaluate construction contractor's Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
11. Notify construction contractor of work found in noncompliance with the requirements of the contract.
12. Assist the Client in the investigation of malfunctions or failures observed during construction.
13. Public Information. Provide information for Client to prepare media communications and public notices on Project status. Provide information for Client's inclusion into a Project website and/or newsletter, if requested.
14. Record Drawings. Review not less than monthly, the construction contractor's redline set of contract plans. Maintain a CM Team set of conformed drawings tracking plan changes, location of discovered anomalies and other items, as encountered by Consultant Team. Use these markups to check the progress of the Contractor-prepared Record Drawings.

15. Document Control. Establish and maintain document filing and tracking systems, following Client guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
 - a. Electronic documentation will be stored in a Project Website, managed and hosted by the Consultant. The Client will be provided with licenses for their and the construction contractor's use of the website during the Project. Consultant will provide one training session for Client and construction contractor users of the system.
 - b. Transference of final records will include a digital copy of the files stored in the Project site.
16. Project Closeout. If requested, prepare or assist with preparation of Certificate Letters of Substantial, Physical, and Final Completion for Client approval and signature, to include punch list. Prepare final pay estimate for Client approval and processing.
17. Final Records. Compile and convey final Project records, transferring to the Client for its archiving at final acceptance of the Project. Should Consultant's work end prior to full completion of the Project, its records will be transferred to the Client prior to departure from the Project. Records will consist of electronic records on electronic storage medium.

Deliverables

- *Schedule Review Comments*
- *Meeting Agendas and Notes*
- *Submittal Log*
- *Record of Materials*
- *RFI Log*
- *Change Order(s)*
- *Progress Pay Requests*
- *Certificate Letters of Completion, if requested*
- *Final records –electronic*

D. Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Client, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT/APWA Standard Specifications.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes. Advise the Client of any non-conforming work observed during site visits.
3. Prepare Inspector Daily Reports (IDRs), recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, photos of work performed, and other pertinent information.
4. Interpret Construction Contract Documents, in coordination with Designer.
5. Evaluate and report to Client issues that may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
7. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.

8. Prepare field records, daily reports of force account worked, and other payment source documents to help facilitate administration of the Project in accordance with funding agency requirements.
9. Attend and actively participate in regular on-site meetings.
10. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized in accordance with Client protocol.
11. Punch List. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.
12. Testing. Conduct or cause to be conducted, materials and laboratory tests. Coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform Client and construction contractor of deficiencies.

Deliverables

- *IDRs with Project photos – submitted on a weekly basis*
- *Field Note Records and Daily Reports of Force Account Worked*
- *Additional Project photos not included in IDRs*
- *Punch List(s)*
- *Test reports*

E. Assumptions

1. Budget:

- a. Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted for a 6 month period, from December 2023 through May 2024. This is intended to span the originally planned construction duration of 50 contractor working days, plus time allotted for Project setup and closeout. Overtime has not been figured into the budget.
- b. Consultant will work up to the limitations of the authorized budget. If additional budget is needed to cover instances, including but not limited to the following, Client and Consultant will negotiate a Supplement to this Agreement:
 - i. The contractor's schedule requires inspection coverage of extra crews and shifts.
 - ii. The construction contract runs longer than the time period detailed above.
 - iii. Any added scope tasks.
 - iv. Adjustment of Consultant Indirect Cost Rate (ICR) percentage pursuant to the terms as outlined in Section V of the LAG Agreement.
- c. The work is anticipated to be performed during daytime hours. Should night work be necessary, a 15 percent differential for labor will be applied to all night shift hours worked by Consultant's employees.
- d. If Consultant provides their own construction field office, Client will reimburse Consultant for all office costs, including lease and/or rental of space, equipment, utilities, and insurance.
- e. The budget allocations shown in Exhibit B are itemized to aid in Project tracking purposes only. The budget may be transferred between people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
- f. The budget assumes that Consultant's standard forms, logs, and processes will be used on the Project site. Any customization to meet specialized Client requirements will be Extra Work.

- g. Should Consultant's level of effort extend beyond the time period detailed in the attached Exhibit B - Estimate, and into a new year, labor rates will adjust annually on January 1, with 30-day written notice to Agency.

2. Items and Services Client will provide:

- a. Meeting arrangements and facilities for preconstruction meetings. Prepare and distribute meeting notes from pre-bid meeting(s), if any.
- b. Office space at City owned facility including:
 - i. workstations (desk, chair, and storage) for Resident Engineer
 - ii. combination printer/copier/scanner machine with these capabilities: 11x17 size, color, and for business quality.
 - iii. high-speed, wifi internet connection
 - iv. miscellaneous office supplies
 - v. utilities and sanitary facilities
- c. Retain Engineer of Record for shop drawing review, RFIs, design changes, and final record drawings.
- d. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
- e. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
- f. Construction Survey. Provide project control survey and staking that is not already assigned to the construction contractor.

3. Scope:

- a. The web-based tool being used on this Project is proprietary to the Consultant (KBA, Inc.), and may not be used by any other party or on any other project without the written permission and involvement of KBA, Inc.
- b. Consultant will provide observation services for the days/hours that its' Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
- c. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work and pursue the other remedies in the interests of the Client, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Client's expectations.
- d. Definitions and Roles. The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation," and reference to the "Inspector" role is synonymous with "Field Representative," and means: performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in conformance with the Contract Documents; and notifying the Client if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified

inspector who provides a certified inspection report in accordance with an established standard.

- e. Because of the prior use of the Project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the Client immediately for resolution.
- f. Review of Shop Drawings, samples, and other submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- g. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
- h. Quantity takeoffs and calculated quantities are for the purpose of comparing with Designer's and/or bidders' quantities and are not a guarantee of final quantities.
- i. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to complete a project, for identifying potential schedule and coordination challenges, and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.
- j. Consultant is not responsible for any costs, claims or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.
- k. If Consultant provides Value Analysis or Value Engineering services, it is understood that any ideas, advice, or recommendations generated by the Consultant are made based only on the information presented to them, and need engineering analysis by the Designer to verify; Consultant is not responsible for the final design product.
- l. Client agrees to include a statement in the construction Bid Documents for this Project, requiring construction contractor to name KBA, Inc. as an additional insured via endorsement to the contractor's commercial general liability and automobile insurance policies.
- m. RCW 4.24.115 is applicable to Consultant's services provided under this Agreement.
- n. Consultant's insurance carrier provides coverage on ISO equivalent endorsement forms.
- o. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.
- p. Nothing in the Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other. Consultant makes no warranties,

guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.

- q. Client agrees that Consultant will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to Client, after an acceptance period of 30 days after delivery of the electronic files, because data stored on electronic media can deteriorate undetected or can be modified without Consultant's knowledge.
- r. Consultant will not be liable for any damage to the field office premises or utilities provided by Client, unless caused by Consultant's own negligence.
- s. To comply with Article XIX. Protection of Confidential Information of the LAG Agreement, Prime Consultant shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information
- t. Regarding Article XIX. Protection of Confidential Information, of the LAG Agreement, KBA will perform services under the following assumptions, and such assumptions are assumed acceptable to the AGENCY and the STATE: The AGENCY and/or the STATE will identify each and any item considered to be "State's Confidential Information" as "confidential", as detailed below. Any information received by CONSULTANT that is not so labeled, will be assumed by CONSULTANT to not be "State's Confidential Information". CONSULTANT will return all items pre-identified as State's Confidential Information, to the AGENCY, and will not be required to take any other steps to protect that information.

II. OPTIONAL SERVICES

All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the Client, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget.



Sumner Maple St/Traffic Ave PHB
Transportation Solutions, Inc.

KBA Job No. [Enter KBA Project No.](#)
Cost + Net fee (on DSC Only)
Prepared On: [8/23/2023](#)

	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024
Working Days / Month	20	20	22	21	21	22	22	20	22
Hours / Month	160	160	176	168	168	176	176	160	176
Overtime Utilization %	10%	4%	6%	8%	10%	11%	12%	12%	12%
Regular + OT Hours / Month	176	166	187	181	185	195	197	179	197

Project Schedule

Anticipated LNTP Start in Nov for Submittal Review and Suspension for Material Procurement. Project start in April to run through June 2024.

50 Working Days

Preconst. 7.5 days

Preconst. 2.5 days

Construction - 50 Days

Closeout -
8 days

KBA Hours			Vehicle Type	Task	2023 DSC Rate	2024 DSC Rate	Total Hours	2023	2024	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024
H	Cameron Bloomer	E5	Engineer V	None	01.00	\$ 76.00	\$ 79.80	27	6	21	6				6	6	6	3
H	Elmin Kovac	A2	Administrator II	None	01.00	\$ 32.32	\$ 33.94	12	2	10	2				3	2	2	3
H	Erica Dougherty	E4	Engineer IV	None	01.00	\$ 66.00	\$ 69.30	12	4	8	4					4	4	
F	TBD RE/Insp	T5	Technical Representative V	Special SUV	02.00	\$ 58.00	\$ 60.90	492	-	492					140	176	176	
F	TBD PA	P5	Project Controls V	None	02.00	\$ 47.00	\$ 49.35	90	20	70	20				30	20	20	
H	TBD RE/Insp	T5	Technical Representative V	Special SUV	02.00	\$ 58.00	\$ 60.90	76	64	12	60	4	4	4	4			
Subtotal - KBA Labor Hours								709	96	613	92	4	4	4	179	208	208	6

Project Expenses - Task DE				Rate (Tax Inclusion)	Total Costs	2023	2024	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024
DE	KBA Field Vehicle	Monthly	Special Use SUV	\$ 1,214.40	3,643	-	3,643							1,214	1,214	1,214
DE	KBA Field Vehicle	Daily	Special Use SUV	\$ 60.72	-	-	-									
DE	KBA Field Vehicle	Hourly	Special Use SUV	\$ 8.08	614	517	97	485	32	32	32	32				
DE	Misc				-	-	-									
Subtotal - Direct Expenses					4,257	517	3,740	485	32	32	32	32	1,214	1,214	1,214	-

Subconsultants		Task	Total Costs	2023	2024	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024
Enter Sub Name		Sub.01	4,500	-	4,500					1,500	1,500	1,500		
Subtotal - Subconsultant Costs			4,500	-	4,500	-	-	-	-	1,500	1,500	1,500	-	-

Combined Costs					Task	2023 DSC Rate	2024 DSC Rate	Total DSC	2023	2024	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024
H	Cameron Bloomer	E5	Engineer V		01.00	\$76.00	\$79.80	2,132	456	1,676	456	-	-	-	-	479	479	479	239
H	Elmin Kovac	A2	Administrator II		01.00	\$32.32	\$33.94	404	65	339	65	-	-	-	-	102	68	68	102
H	Erica Dougherty	E4	Engineer IV		01.00	\$66.00	\$69.30	818	264	554	264	-	-	-	-	-	277	277	-
F	TBD RE/Insp	T5	Technical Representative V		02.00	\$58.00	\$60.90	29,963	-	29,963						8,526	10,718	10,718	-
H	TBD PA	P5	Project Controls V		02.00	\$47.00	\$49.35	4,395	940	3,455	940					1,481	987	987	-
H	TBD RE/Insp	T5	Technical Representative V		02.00	\$58.00	\$60.90	4,443	3,712	731	3,480	232	244	244	244	-	-	-	-
Subtotal Direct Labor Cost								\$ 42,154	5,437	36,718	5,205	232	244	244	244	10,587	12,529	12,529	341
Home Overhead								19,339	8,624	10,715	8,256	368	386	386	386	3,270	2,873	2,873	541
Field Overhead								44,657	-	44,657	-	-	-	-	-	12,707	15,975	15,975	-
Subtotal Overhead Cost								\$ 63,996	8,624	55,372	8,256	368	386	386	386	15,977	18,847	18,847	541
Subtotal Fee 30% of Direct Salary Costs								12,646	1,631	11,015	1,561	70	73	73	73	3,176	3,759	3,759	102
Subtotal Fully Loaded Labor Cost								\$ 118,797	15,692	103,105	15,022	670	703	703	703	29,740	35,135	35,135	985
Subtotal Direct Expenses								4,257	517	3,740	485	32	32	32	32	1,214	1,214	1,214	-
Subtotal Subconsultant Costs								4,500	-	4,500	-	-	-	-	1,500	1,500	1,500	-	-
Management Reserve								-	-	-	-	-	-	-	-	-	-	-	-
ESTIMATED TOTAL								127,554	16,209	111,345	15,507	702	735	735	2,235	32,454	37,850	36,350	985



Min / Max Billing Rate and Fee Schedule
DSC Rates - Effective June 1, 2023 through December 31, 2023

KBA, Inc.		HOME ICR							
LABOR CLASS	PERSONNEL CLASSIFICATION	DIRECT SALARY COST		OVERHEAD 158.63% x DSC		FEE 30% x DSC		INCLUSIVE HOURLY RATE	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
M-7	Manager VII	\$125.00	to \$238.00	\$198.29	to \$377.54	\$37.50	to \$71.40	\$361	to \$687
M-6	Manager VI	\$115.00	to \$186.00	\$182.42	to \$295.05	\$34.50	to \$55.80	\$332	to \$537
M-5	Manager V	\$105.00	to \$154.00	\$166.56	to \$244.29	\$31.50	to \$46.20	\$303	to \$444
M-4	Manager IV	\$95.00	to \$121.00	\$150.70	to \$191.94	\$28.50	to \$36.30	\$274	to \$349
M-3	Manager III	\$85.00	to \$110.00	\$134.84	to \$174.49	\$25.50	to \$33.00	\$245	to \$317
M-2	Manager II	\$75.00	to \$98.00	\$118.97	to \$155.46	\$22.50	to \$29.40	\$216	to \$283
M-1	Manager I	\$60.00	to \$89.00	\$95.18	to \$141.18	\$18.00	to \$26.70	\$173	to \$257
E-9	Engineering / Professional IX	\$100.00	to \$203.00	\$158.63	to \$322.02	\$30.00	to \$60.90	\$289	to \$586
E-8	Engineering / Professional VIII	\$80.00	to \$114.00	\$126.90	to \$180.84	\$24.00	to \$34.20	\$231	to \$329
E-7	Engineering / Professional VII	\$75.00	to \$108.00	\$118.97	to \$171.32	\$22.50	to \$32.40	\$216	to \$312
E-6	Engineering / Professional VI	\$65.00	to \$102.00	\$103.11	to \$161.80	\$19.50	to \$30.60	\$188	to \$294
E-5	Engineering / Professional V	\$55.00	to \$90.00	\$87.25	to \$142.77	\$16.50	to \$27.00	\$159	to \$260
E-4	Engineering / Professional IV	\$50.00	to \$78.00	\$79.32	to \$123.73	\$15.00	to \$23.40	\$144	to \$225
E-3	Engineering / Professional III	\$40.00	to \$66.00	\$63.45	to \$104.70	\$12.00	to \$19.80	\$115	to \$190
E-2	Engineering / Professional II	\$35.00	to \$54.00	\$55.52	to \$85.66	\$10.50	to \$16.20	\$101	to \$156
E-1	Engineering / Professional I	\$25.00	to \$42.00	\$39.66	to \$66.62	\$7.50	to \$12.60	\$72	to \$121
T-8	Technical Representative VIII	\$80.00	to \$103.00	\$126.90	to \$163.39	\$24.00	to \$30.90	\$231	to \$297
T-7	Technical Representative VII	\$75.00	to \$98.00	\$118.97	to \$155.46	\$22.50	to \$29.40	\$216	to \$283
T-6	Technical Representative VI	\$65.00	to \$90.00	\$103.11	to \$142.77	\$19.50	to \$27.00	\$188	to \$260
T-5	Technical Representative V	\$55.00	to \$83.00	\$87.25	to \$131.66	\$16.50	to \$24.90	\$159	to \$240
T-4	Technical Representative IV	\$50.00	to \$76.00	\$79.32	to \$120.56	\$15.00	to \$22.80	\$144	to \$219
T-3	Technical Representative III	\$40.00	to \$61.00	\$63.45	to \$96.76	\$12.00	to \$18.30	\$115	to \$176
T-2	Technical Representative II	\$35.00	to \$49.00	\$55.52	to \$77.73	\$10.50	to \$14.70	\$101	to \$141
T-1	Technical Representative I	\$22.00	to \$37.00	\$34.90	to \$58.69	\$6.60	to \$11.10	\$63	to \$107
P-8	Project Controls VIII	\$70.00	to \$103.00	\$111.04	to \$163.39	\$21.00	to \$30.90	\$202	to \$297
P-7	Project Controls VII	\$65.00	to \$98.00	\$103.11	to \$155.46	\$19.50	to \$29.40	\$188	to \$283
P-6	Project Controls VI	\$55.00	to \$90.00	\$87.25	to \$142.77	\$16.50	to \$27.00	\$159	to \$260
P-5	Project Controls V	\$45.00	to \$83.00	\$71.38	to \$131.66	\$13.50	to \$24.90	\$130	to \$240
P-4	Project Controls IV	\$40.00	to \$76.00	\$63.45	to \$120.56	\$12.00	to \$22.80	\$115	to \$219
P-3	Project Controls III	\$35.00	to \$61.00	\$55.52	to \$96.76	\$10.50	to \$18.30	\$101	to \$176
P-2	Project Controls II	\$25.00	to \$49.00	\$39.66	to \$77.73	\$7.50	to \$14.70	\$72	to \$141
P-1	Project Controls I	\$20.00	to \$37.00	\$31.73	to \$58.69	\$6.00	to \$11.10	\$58	to \$107
A-7	Administrator VII	\$65.00	to \$92.00	\$103.11	to \$145.94	\$19.50	to \$27.60	\$188	to \$266
A-6	Administrator VI	\$55.00	to \$76.00	\$87.25	to \$120.56	\$16.50	to \$22.80	\$159	to \$219
A-5	Administrator V	\$50.00	to \$64.00	\$79.32	to \$101.52	\$15.00	to \$19.20	\$144	to \$185
A-4	Administrator IV	\$40.00	to \$56.00	\$63.45	to \$88.83	\$12.00	to \$16.80	\$115	to \$162
A-3	Administrator III	\$30.00	to \$47.00	\$47.59	to \$74.56	\$9.00	to \$14.10	\$87	to \$136
A-2	Administrator II	\$25.00	to \$40.00	\$39.66	to \$63.45	\$7.50	to \$12.00	\$72	to \$115
A-1	Administrator I	\$20.00	to \$31.00	\$31.73	to \$49.18	\$6.00	to \$9.30	\$58	to \$89

- Note: (1) Billing rates shall equal actual DSC at the time work is performed X a labor multipli 2.8863
(2) DSC ranges shown are effective June 30, 2023 - December 31, 2023. OH(ICR) Rate may adjust annually with new WSDOT audit letter.
(3) 15% differential applied for Night Shift work; Time-and-a-half applied for non-exempt staff working more than 40 hours/week.
(4) For multi-year agreements, DSC Max ranges noted above escalate 4% annually on January 1.

DIRECT NON-SALARY REIMBURSABLES

EXPENSE TYPE	ITEM RATE
Subconsultants	Cost + 6%
Field Equipment & Supplies (valued over \$100), Reprographics, Couriers	Cost
Auto Mileage	Higher of current IRS or WSDOT adopted rate
Project Assigned Vehicle - Rates quoted do not include sales tax which will be applied upon invoicing	\$1,400 / month \$70.00 / day \$7.50 / hour
Fuel - a fuel surcharge may apply, if more than 300 miles are travelled in a month	\$5.00 / Gallon
Lodging & Per Diem	Per WSDOT Travel Directives

Consultant will comply with rules and regulations regarding travel costs, according to WSDOT Accounting Manual M13-82, Ch 10 - Travel Rules & Procedures.

THIS INFORMATION IS CONFIDENTIAL AND PROPRIETARY TO KBA, INC.



Min / Max Billing Rate and Fee Schedule
DSC Rates - Effective June 1, 2023 through December 31, 2023

KBA, Inc.		FIELD ICR							
LABOR CLASS	PERSONNEL CLASSIFICATION	DIRECT SALARY COST		OVERHEAD 149.04% x DSC		FEE 30% x DSC		INCLUSIVE HOURLY RATE	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
M-7	Manager VII	\$125.00	to \$238.00	\$186.30	to \$354.72	\$37.50	to \$71.40	\$349	to \$664
M-6	Manager VI	\$115.00	to \$186.00	\$171.40	to \$277.21	\$34.50	to \$55.80	\$321	to \$519
M-5	Manager V	\$105.00	to \$154.00	\$156.49	to \$229.52	\$31.50	to \$46.20	\$293	to \$430
M-4	Manager IV	\$95.00	to \$121.00	\$141.59	to \$180.34	\$28.50	to \$36.30	\$265	to \$338
M-3	Manager III	\$85.00	to \$110.00	\$126.68	to \$163.94	\$25.50	to \$33.00	\$237	to \$307
M-2	Manager II	\$75.00	to \$98.00	\$111.78	to \$146.06	\$22.50	to \$29.40	\$209	to \$273
M-1	Manager I	\$60.00	to \$89.00	\$89.42	to \$132.65	\$18.00	to \$26.70	\$167	to \$248
E-9	Engineering / Professional IX	\$100.00	to \$203.00	\$149.04	to \$302.55	\$30.00	to \$60.90	\$279	to \$566
E-8	Engineering / Professional VIII	\$80.00	to \$114.00	\$119.23	to \$169.91	\$24.00	to \$34.20	\$223	to \$318
E-7	Engineering / Professional VII	\$75.00	to \$108.00	\$111.78	to \$160.96	\$22.50	to \$32.40	\$209	to \$301
E-6	Engineering / Professional VI	\$65.00	to \$102.00	\$96.88	to \$152.02	\$19.50	to \$30.60	\$181	to \$285
E-5	Engineering / Professional V	\$55.00	to \$90.00	\$81.97	to \$134.14	\$16.50	to \$27.00	\$153	to \$251
E-4	Engineering / Professional IV	\$50.00	to \$78.00	\$74.52	to \$116.25	\$15.00	to \$23.40	\$140	to \$218
E-3	Engineering / Professional III	\$40.00	to \$66.00	\$59.62	to \$98.37	\$12.00	to \$19.80	\$112	to \$184
E-2	Engineering / Professional II	\$35.00	to \$54.00	\$52.16	to \$80.48	\$10.50	to \$16.20	\$98	to \$151
E-1	Engineering / Professional I	\$25.00	to \$42.00	\$37.26	to \$62.60	\$7.50	to \$12.60	\$70	to \$117
T-8	Technical Representative VIII	\$80.00	to \$103.00	\$119.23	to \$153.51	\$24.00	to \$30.90	\$223	to \$287
T-7	Technical Representative VII	\$75.00	to \$98.00	\$111.78	to \$146.06	\$22.50	to \$29.40	\$209	to \$273
T-6	Technical Representative VI	\$65.00	to \$90.00	\$96.88	to \$134.14	\$19.50	to \$27.00	\$181	to \$251
T-5	Technical Representative V	\$55.00	to \$83.00	\$81.97	to \$123.70	\$16.50	to \$24.90	\$153	to \$232
T-4	Technical Representative IV	\$50.00	to \$76.00	\$74.52	to \$113.27	\$15.00	to \$22.80	\$140	to \$212
T-3	Technical Representative III	\$40.00	to \$61.00	\$59.62	to \$90.91	\$12.00	to \$18.30	\$112	to \$170
T-2	Technical Representative II	\$35.00	to \$49.00	\$52.16	to \$73.03	\$10.50	to \$14.70	\$98	to \$137
T-1	Technical Representative I	\$22.00	to \$37.00	\$32.79	to \$55.14	\$6.60	to \$11.10	\$61	to \$103
P-8	Project Controls VIII	\$70.00	to \$103.00	\$104.33	to \$153.51	\$21.00	to \$30.90	\$195	to \$287
P-7	Project Controls VII	\$65.00	to \$98.00	\$96.88	to \$146.06	\$19.50	to \$29.40	\$181	to \$273
P-6	Project Controls VI	\$55.00	to \$90.00	\$81.97	to \$134.14	\$16.50	to \$27.00	\$153	to \$251
P-5	Project Controls V	\$45.00	to \$83.00	\$67.07	to \$123.70	\$13.50	to \$24.90	\$126	to \$232
P-4	Project Controls IV	\$40.00	to \$76.00	\$59.62	to \$113.27	\$12.00	to \$22.80	\$112	to \$212
P-3	Project Controls III	\$35.00	to \$61.00	\$52.16	to \$90.91	\$10.50	to \$18.30	\$98	to \$170
P-2	Project Controls II	\$25.00	to \$49.00	\$37.26	to \$73.03	\$7.50	to \$14.70	\$70	to \$137
P-1	Project Controls I	\$20.00	to \$37.00	\$29.81	to \$55.14	\$6.00	to \$11.10	\$56	to \$103
A-7	Administrator VII	\$65.00	to \$92.00	\$96.88	to \$137.12	\$19.50	to \$27.60	\$181	to \$257
A-6	Administrator VI	\$55.00	to \$76.00	\$81.97	to \$113.27	\$16.50	to \$22.80	\$153	to \$212
A-5	Administrator V	\$50.00	to \$64.00	\$74.52	to \$95.39	\$15.00	to \$19.20	\$140	to \$179
A-4	Administrator IV	\$40.00	to \$56.00	\$59.62	to \$83.46	\$12.00	to \$16.80	\$112	to \$156
A-3	Administrator III	\$30.00	to \$47.00	\$44.71	to \$70.05	\$9.00	to \$14.10	\$84	to \$131
A-2	Administrator II	\$25.00	to \$40.00	\$37.26	to \$59.62	\$7.50	to \$12.00	\$70	to \$112
A-1	Administrator I	\$20.00	to \$31.00	\$29.81	to \$46.20	\$6.00	to \$9.30	\$56	to \$87

- Note: (1) Billing rates shall equal actual DSC at the time work is performed X a labor multipli 2.7904
(2) DSC ranges shown are effective June 30, 2023 - December 31, 2023. OH(ICR) Rate may adjust annually with new WSDOT audit letter.
(3) 15% differential applied for Night Shift work; Time-and-a-half applied for non-exempt staff working more than 40 hours/week.
(4) For multi-year agreements, DSC Max ranges noted above escalate 4% annually on January 1.

DIRECT NON-SALARY REIMBURSABLES

EXPENSE TYPE	ITEM RATE
Subconsultants	Cost + 6%
Field Equipment & Supplies (valued over \$100), Reprographics, Couriers	Cost
Auto Mileage	Higher of current IRS or WSDOT adopted rate
Project Assigned Vehicle - Rates quoted do not include sales tax which will be applied upon invoicing	\$1,400 / month \$70.00 / day \$7.50 / hour
Fuel - a fuel surcharge may apply, if more than 300 miles are travelled in a month	\$5.00 / Gallon
Lodging & Per Diem	Per WSDOT Travel Directives

Consultant will comply with rules and regulations regarding travel costs, according to WSDOT Accounting Manual M13-82, Ch 10 - Travel Rules & Procedures.

THIS INFORMATION IS CONFIDENTIAL AND PROPRIETARY TO KBA, INC.



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 3, 2023

KBA, Inc.
11201 SE 8th Street, Suite 160
Bellevue, WA 98004

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Andy Jones:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of the following:

- Home Rate: 158.63%
- Field Rate: 149.04%

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

[Schatzie Harvey \(May 3, 2023 08:27 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

May 3, 2023

SH:BJO

SUBJECT: Pierce County Permanent Access and Landscape Easement - Stewart Road Bridge (Parcel 2003)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Permanent Access and Landscape Easement

STAFF CONTACT: Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:

As part of the Stewart Road Bridge replacement project, the City required a perpetual non-exclusive easement from Pierce County for access to and the transportation of equipment and personnel for the construction, improvement, inspection, maintenance, and repair of storm drainage facilities, together with the right for the City to enter upon said premises at any time with all necessary staff, material, and equipment for the purposes of constructing, inspecting, repairing, and maintaining the same, and together with the right for the City to plant, maintain, inspect and remove landscape plantings.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 12/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Authorize the Mayor to execute any and all documents necessary to effectuate the Permanent Access and Landscape Easement from Pierce County for the Stewart Road Bridge replacement project, in a form as approved by the City Attorney.

After recording return document to:

**City of Sumner
Public Works Department
1104 Maple Street, Ste 260
Sumner, WA 98390
Attention: Mike Dahlem**

**Document Title: Permanent Access and Landscape Easement
Grantor: Pierce County
Grantee: City of Sumner
Legal Description: Ptn of E 1/2 NW 1/4 Sec 1, T20N, R4E, W.M.
Additional Legal Description is on Page 4 and 5 of Document.
Assessor's Tax Parcel Number: 0420012003**

PERMANENT ACCESS AND LANDSCAPE EASEMENT

City of Sumner, Stewart Bridge Replacement Project (the "Project")

The Grantor, Pierce County, a political subdivision of the State of Washington, for and in consideration of the general public welfare and of the peculiar and special benefits to accrue to us therefrom and in consideration of the obligations outlined in that certain Interlocal Agreement dated December 14, 2020 between Pierce County and the City of Sumner, grants unto the City of Sumner, a municipal corporation and political subdivision of the State of Washington, and its agents, assigns, contractors, employees and consultants ("Grantee"), a perpetual non-exclusive easement for the purpose of ingress, egress, and access to and from, and the transportation of equipment and personnel for work on storm drainage facilities located on a parcel not owned by Grantor (Adjacent Storm Drainage Facilities), and also for the purpose of planting, maintaining, inspecting, and removing landscape plantings

Said lands being situated in Pierce County, State of Washington, and described as follows:

For legal description and depiction

See Exhibit A & Exhibit B attached hereto and made a part hereof (“Permanent Access and Landscape Easement”)

Grantee agrees that any aggregate stockpiled materials can only be stockpiled between April 1 and October 15, and only outside of the regulated floodplain.

The Grantee shall obtain and comply with all federal, state, and local permits issued in connection with all work performed by the Grantee in perpetuity except as may be otherwise modified for any future work performed by the Grantor.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this _____ day of _____, 20____.

GRANTOR
PIERCE COUNTY

Planning and Public Works Deputy Director

Acknowledgement on the following page

ACKNOWLEDGMENT

[illegible]

I certify that I know or have satisfactory evidence that Bruce Wagner is the person who appeared before me, and said person acknowledged he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Planning and Public Works Deputy Director of Pierce County, a Municipal Corporation and Political Subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20____.

(Print Name)

Notary Public in and for the State of Washington
Residing at _____

My Appointment Expires:

APPROVED as to form only:

Pierce County Deputy Prosecuting Attorney

**GRANTEE
CITY OF SUMNER**

Accepted and Approved City of Sumner:

Approved as to form:

By: _____

By: _____

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

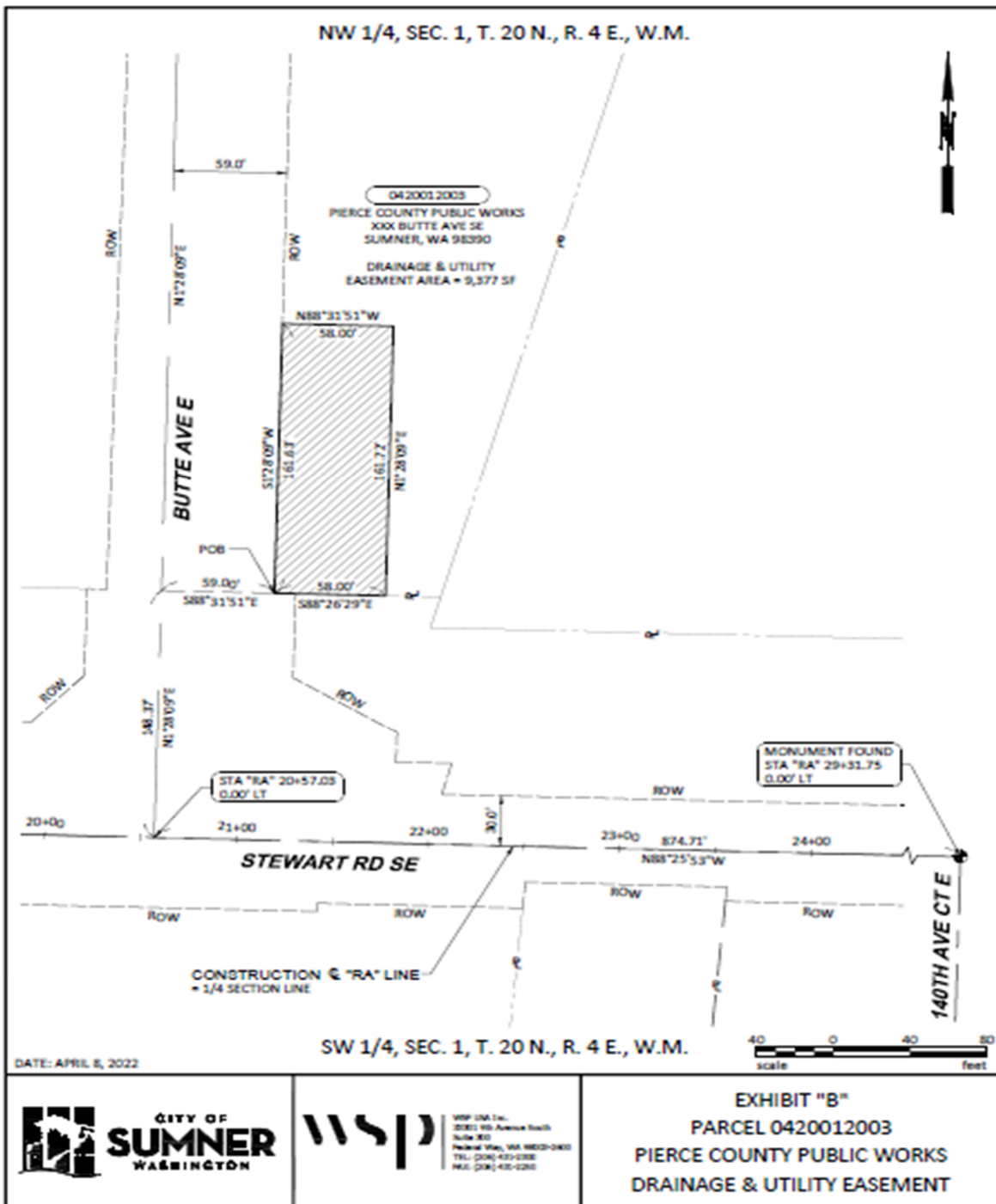
Printed Name: Andrea Marquez
Title: City Attorney
Date:

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420012003
PIERCE COUNTY PUBLIC WORKS
DRAINAGE & UTILITY EASEMENT

THAT PORTION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 0420012003;
THENCE NORTH 01°28'09" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF BUTTE AVE E, A
DISTANCE OF 161.63 FEET;
THENCE SOUTH 88°31'51" EAST, A DISTANCE OF 58.00 FEET;
THENCE SOUTH 01°28'09" WEST, A DISTANCE OF 161.72 FEET TO A POINT ON THE SOUTH LINE
OF SAID PARCEL 0420012003;
THENCE NORTH 88°26'29" WEST ALONG THE SAID SOUTH LINE, A DISTANCE OF 58.00 FEET, TO
THE SOUTHWEST CORNER OF PARCEL 0420012003 AND THE POINT OF BEGINNING.





SUBJECT: Pierce County Temporary Construction Easement - Stewart Road Bridge replacement project (Parcels 0422 and 3047)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Temporary Access & Construction Easement

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

As part of the Stewart Road Bridge replacement project, the City needs to acquire a temporary, non-exclusive easement from Pierce County for the purpose of building an access road to excavate and rebuild an existing levee, together with the right of the City to plant, maintain, inspect and remove landscape plantings along, across, and upon adjacent property owned by Pierce County.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 12/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Authorize the Mayor to execute any and all documents necessary to effectuate the temporary construction easement with Pierce County for parcels ending in 0422 and 3047, in a form as approved by the City Attorney.

After recording return
document to:

**City of Sumner
Public Works Department
1104 Maple Street, Ste 260
Sumner, WA 98390-1423
Attn: Mike Dahlem**

**Document Title: Temporary Access and Construction Easement
Grantor: Pierce County
Grantee: City of Sumner
Legal Description: PTN of Lots 1-7, Block 60, C.D. Hillman's Pacific City Division
Number 4, Book 8 of Plats, page(s) 36 and 37; PTN of SW 1/4 Sec 1, T20N, R4E, W.M.
Additional Legal Description is on Pages 5-8 of Document.
Assessor's Tax Parcel Number: 4495400422 & 0420013047**

TEMPORARY EASEMENT

City of Sumner, Stewart Road Bridge Replacement Project (The "Project")

THE GRANTOR, Pierce County, a political subdivision of the State of Washington, for and in consideration of mutual benefits and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to us therefrom and in consideration of the obligations outlined in that certain Interlocal Agreement dated December 14, 2020 between , do by these presents grants and conveys to the City of Sumner, a municipal corporation and a political subdivision of the State of Washington, for the use of the public, a temporary, non-exclusive easement for the purpose of building an access road to excavate and rebuild an existing levee as part of the Stewart Road Bridge Replacement project, together with the right of the City of Sumner to plant, maintain, inspect and remove landscape plantings along, across, and upon the following described real property situated in Pierce County, Washington.

Said lands being situated in Pierce County, State of Washington, and described and depicted in Exhibits A-1, B-1, A-2 and B-2, attached hereto and made a part hereof ("Easement Area").

Grantee's use of the Easement Area is expressly limited and conditioned as follows:

1. Any aggregate stockpiled materials can only be stockpiled between April 1 and October 15, and only outside of the regulated floodplain.
2. Grantee must obtain and fully comply with all necessary permits for its use of the Easement Area, including stockpiling.
3. Grantee shall leave the Easement Area free of debris and materials and in the same or improved condition as its original condition following the end of the temporary construction easement.
4. Grantee shall not cause or permit any activity on the Easement Area that will or may, directly or indirectly, result in any release of or the presence of any hazardous substance or pollutant on the Easement Area.
5. Grantor is in preliminary design of a Capital Improvement Project that may require use of the Easement Area. Grantor expressly reserves the right to use the Easement Area during the term outlined herein, but any such use shall not directly interfere with, and shall be coordinated with the rights granted hereunder.
6. The temporary rights herein granted shall terminate on December 31, 2025, unless otherwise extended by the Parties in writing.

Grantee's Project contemplates landscape plantings over a portion of the Temporary Access and Construction Easement area. Grantee specifically acknowledges that the landscape plantings are not required permanent mitigation for the Project, and are not required to be placed in a protected covenant. Grantee further specifically acknowledges that the landscape plantings installed by Grantee pursuant to the Project may be disturbed and re-located by Grantor in the course of any future Capital Improvement Project undertaken by Grantor that touches or concerns the parcels encumbered by the easement rights granted hereunder.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this _____ day of _____, 20____.

GRANTOR
PIERCE COUNTY

Planning and Public Works Deputy Director

Acknowledgement on the following page

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Bruce Wagner is the person who appeared before me, and said person acknowledged he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Planning and Public Works Deputy Director of Pierce County, a Municipal Corporation and Political Subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.

(Print Name)

Notary Public in and for the State of Washington
Residing at _____

My Appointment Expires:

APPROVED as to form only:

Pierce County Deputy Prosecuting Attorney

GRANTEE CITY OF SUMNER

Accepted and Approved City of Sumner:

Approved as to form:

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

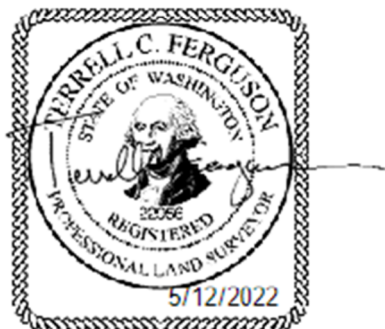
By: _____
Printed Name: Andrea Marquez
Title: City Attorney
Date: _____

Exhibit A-1

EXHIBIT "A" LEGAL DESCRIPTION PARCEL 4495400422 PIERCE COUNTY PUBLIC WORKS TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF NE 1/4 OF THE SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH 140TH AVE CT E CENTERLINE; THENCE NORTH 88°25'53" WEST ALONG THE CENTERLINE OF STEWART RD SE, A DISTANCE OF 575.12 FEET; THENCE SOUTH 01°34'07" WEST, A DISTANCE OF 21.40 FEET; THENCE SOUTH 05°13'18" WEST, ALONG THE EAST LINE OF PARCEL 4495400422, A DISTANCE OF 8.62 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 05°13'18" WEST, ALONG THE EAST LINE OF SAID PARCEL 4495400422, A DISTANCE OF 54.11 FEET; THENCE NORTH 88°25'53" WEST, PARALLEL TO THE RIGHT-OF-WAY LINE OF STEWART ROAD SE, A DISTANCE OF 20.63 FEET; THENCE NORTH 05°13'18" EAST, A DISTANCE OF 16.50 FEET; THENCE NORTH 88°25'53" WEST, A DISTANCE OF 83.53 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 4495400422; THENCE NORTH 01°34'07" EAST, ALONG THE WEST LINE OF SAID PARCEL 4495400422, A DISTANCE OF 25.55 FEET; THENCE SOUTH 88°25'53" EAST, PARALLEL WITH THE RIGHT-OF-WAY LINE OF SAID STEWART ROAD SE, A DISTANCE OF 40.90 FEET; THENCE NORTH 01°34'07" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 88°25'53" EAST, PARALLEL WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 65.08 FEET TO THE TRUE POINT OF BEGINNING.



Page 6 of (8) Pages

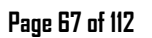


Exhibit A-2

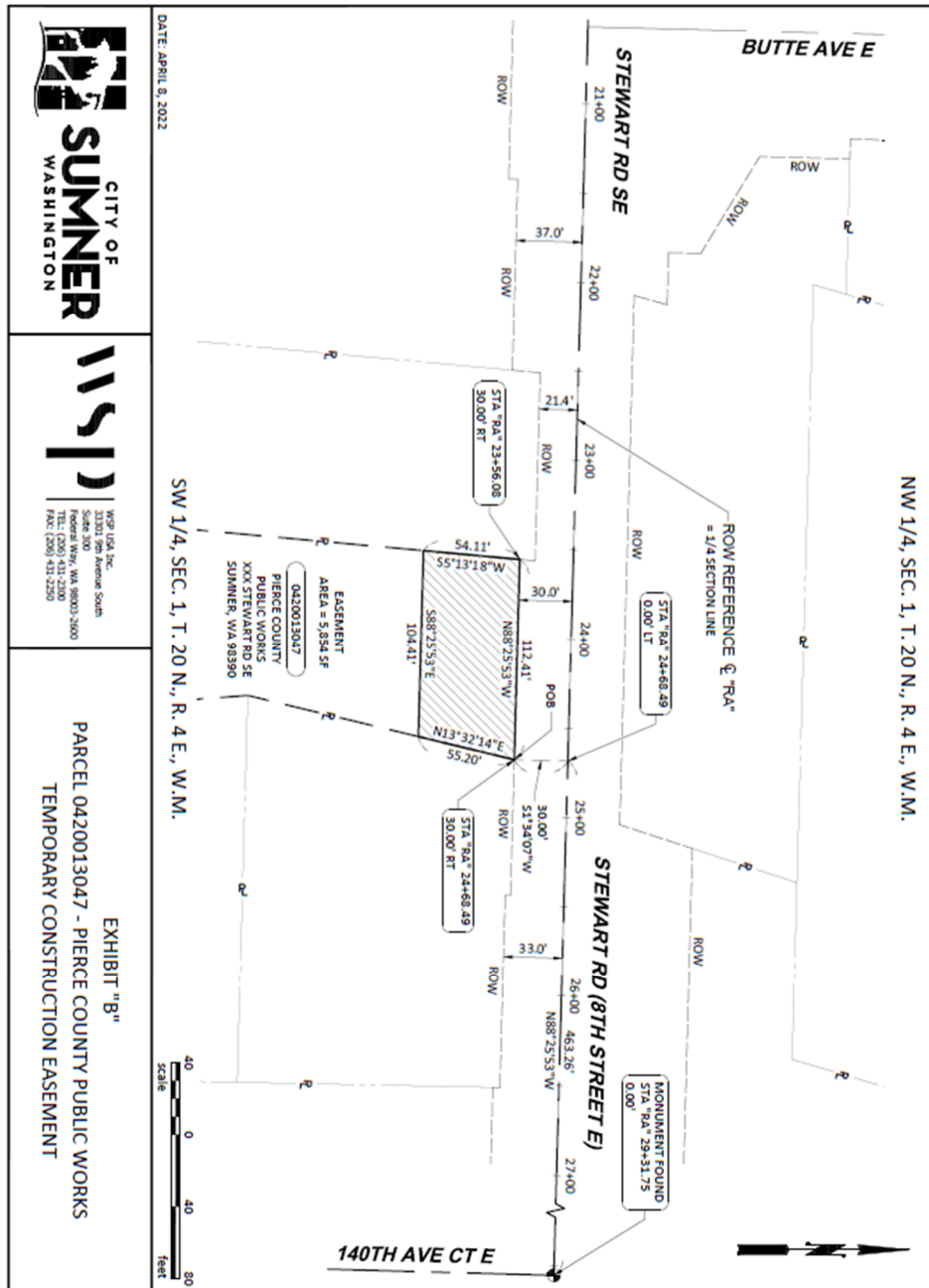
LEGAL DESCRIPTION PARCEL 0420013047 PIERCE COUNTY PUBLIC WORKS TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF NE 1/4 OF THE SW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 463.26 FEET; THENCE SOUTH 01°34'07" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF PARCEL 0420013047 AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 13°32'07" WEST, ALONG THE EAST LINE OF SAID PARCEL 0420013047, A DISTANCE OF 55.20 FEET;
THENCE NORTH 88°25'53" WEST, PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF STEWART RD SE A DISTANCE OF 104.41 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 0420013047;
THENCE NORTH 05°13'18" EAST, ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 54.11 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 0420013047;
THENCE SOUTH 88°25'53" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID STEWART ROAD, A DISTANCE OF 112.41 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 0420013047, AND THE TRUE POINT OF BEGINNING.



Exhibit B-2



SUBJECT: Temporary Construction Easement with Pierce County - Stewart Road
Bridge replacement project (Parcel 2003)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Temporary Easement

STAFF CONTACT: Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:

As part of the Stewart Road Bridge Replacement project, the City needs to acquire a temporary, non-exclusive access and construction easement from Pierce County for the purpose of building an access road and equipment and material transport to excavate and rebuild an existing levee together with the right of the City to plant, maintain, inspect and remove landscape plantings along, across, and upon the real property owned by Pierce County.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 12/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Authorize the Mayor to execute any and all documents necessary to effectuate a temporary construction easement with Pierce County over parcel ending 2003 for the Stewart Road Bridge Replacement project, in a form as approved by the City Attorney.

After recording return
document to:

**City of Sumner
Public Works Department
1104 Maple Street, Ste 260
Sumner, WA 98390-1423
Attn: Mike Dahlem**

**Document Title: Temporary Access and Construction Easement
Grantor: Pierce County
Grantee: City of Sumner
Legal Description: Ptn of E 1/2 NW 1/4 Sec 1, T20N, R4E, W.M.
Additional Legal Description is on Page 5 of Document.
Assessor's Tax Parcel Number: 0420012003**

TEMPORARY EASEMENT

City of Sumner, Stewart Road Bridge Replacement Project

THE GRANTOR, Pierce County, a political subdivision of the State of Washington, for and in consideration of mutual benefits and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to us therefrom and in consideration of the obligations outlined in that certain Interlocal Agreement dated December 14, 2020 between Pierce County and the City of Sumner, do by these presents grant and convey to the City of Sumner, a municipal corporation and a political subdivision of the State of Washington, for the use of the public, a temporary, non-exclusive access and construction easement for the purpose of building an access road and equipment and material transport to excavate and rebuild an existing levee as part of the Stewart Road Bridge Replacement project together with the right of the City of Sumner to plant, maintain, inspect and remove landscape plantings along, across, and upon the following described real property situated in Pierce County, Washington.

Said lands being situated in Pierce County, State of Washington, and described and depicted in Exhibits A and B, attached hereto and made a part hereof ("Easement Area").

Grantee's use of the Easement Area is expressly limited and conditioned as follows:

1. Any aggregate stockpiled materials can only be stockpiled between April 1 and October 15, and only outside of the regulated floodplain.
2. Grantee must obtain and fully comply with all necessary permits for its use of the Easement Area, including stockpiling.
3. Grantee shall leave the Easement Area free of debris and materials and in the same or improved condition as its original condition following the end of the temporary construction easement.
4. Grantee shall not cause or permit any activity on the Easement Area that will or may, directly or indirectly, result in any release of or the presence of any hazardous substance or pollutant on the Easement Area.
5. Grantor is in preliminary design of a Capital Improvement Project that may require use of the Easement Area. Grantor expressly reserves the right to use the Easement Area during the term outlined herein, but any such use shall not directly interfere with, and shall be coordinated with the rights granted hereunder.
6. The temporary rights herein granted shall terminate on December 31, 2025, unless otherwise extended by the Parties in writing.
7. Grantee's Project contemplates landscape plantings over a portion of the Temporary Access and Construction Easement area. Grantee specifically acknowledges that the landscape plantings are not required permanent mitigation for the Project and are not required to be placed in a protected covenant. Grantee further specifically acknowledges that the landscape plantings installed by Grantee pursuant to the Project may be disturbed and re-located by Grantor in the course of any future Capital Improvement Project undertaken by Grantor that touches or concerns the parcel encumbered by the easement rights granted hereunder.

WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this _____ day of _____, 20_____.

GRANTOR
PIERCE COUNTY

Planning and Public Works Deputy Director

Acknowledgement on the following page

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Bruce Wagner is the person who appeared before me, and said person acknowledged he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Planning and Public Works Deputy Director of Pierce County, a Municipal Corporation and Political Subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20_____.

(Print Name)

Notary Public in and for the State of Washington
Residing at _____

My Appointment Expires:

APPROVED as to form only:

Pierce County Deputy Prosecuting Attorney

GRANTEE CITY OF SUMNER

Accepted and Approved City of Sumner:

Approved as to form:

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

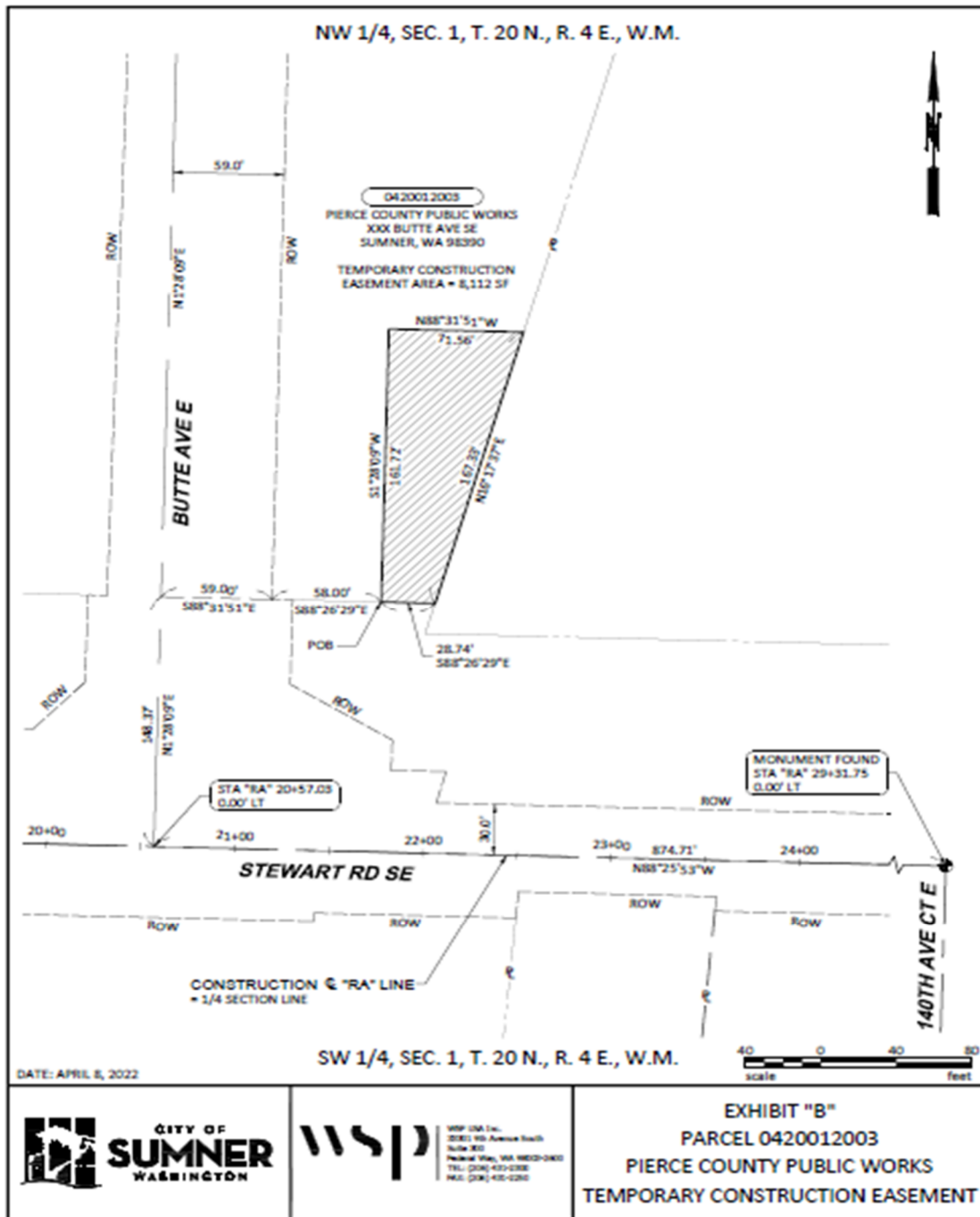
By: _____
Printed Name: Andrea Marquez
Title: City Attorney
Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420012003
PIERCE COUNTY PUBLIC WORKS
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF SE 1/4 OF THE NW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH 140TH AVE CT E CENTERLINE; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 874.71 FEET TO THE CENTERLINE INTERSECTION WITH BUTTE AVE E; THENCE NORTH 01°28'09" EAST, ALONG THE CENTERLINE OF SAID BUTTE AVE E, A DISTANCE OF 148.37 FEET; THENCE SOUTH 88°31'51" EAST, A DISTANCE OF 59.00 FEET; THENCE SOUTH 88°26'29" EAST, A DISTANCE OF 58.00 FEET TO A POINT ON THE SOUTH PARCEL LINE OF PARCEL 0420012003, AND THE POINT OF BEGINNING; THENCE NORTH 01°28'09" EAST, A DISTANCE OF 161.72 FEET; THENCE SOUTH 88°31'51" EAST, A DISTANCE OF 71.56 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 0420012003; THENCE SOUTH 16°17'37" WEST, A DISTANCE OF 167.33 FEET, ALONG THE EAST LINE TO SOUTHEAST CORNER OF SAID PARCEL 0420012003; THENCE NORTH 88°26'29" WEST, A DISTANCE OF 28.74 FEET, ALONG THE SOUTH LINE OF SAID PARCEL 0420012003, TO THE POINT OF BEGINNING.





SUBJECT: Temporary Construction Easement with Pierce County - Stewart Road
Bridge Replacement Project (Parcel 2022)

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Temporary Access & Construction Easement

STAFF CONTACT: Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:

As part of the Stewart Road Bridge replacement project, the City needs to acquire a temporary, non-exclusive access and construction easement from Pierce County for the purpose of building an access road and equipment and material transport to excavate and rebuild an existing levee, together with the right of the City of Sumner to plant, maintain, inspect and remove landscape plantings along, across, and upon property owned by Pierce County.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 12/5/2023

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Authorize the Mayor to execute any and all documents necessary to effectuate the temporary construction easement with Pierce County for the Stewart Road Bridge replacement project, over parcel ending 2022, in a form as approved by the City Attorney.

After recording return
document to:

**City of Sumner
Public Works Department
1104 Maple Street, Ste 260
Sumner, WA 98390-1423
Attn: Mike Dahlem**

**Document Title: Temporary Access and Construction Easement
Grantor: Pierce County
Grantee: City of Sumner
Legal Description: Ptn of: SR ¼ of the NW ¼ of S 01, T 20 N, R 04 E
Additional Legal Description is on Page 5 of Document.
Assessor's Tax Parcel Number: 0420012022**

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

City of Sumner, Stewart Road Bridge Replacement Project (the "Project")

THE GRANTOR, Pierce County, a political subdivision of the State of Washington, for and in consideration of mutual benefits and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to us therefrom and in consideration of the obligations outlined in that certain Interlocal Agreement dated December 14, 2020 between Pierce County and the City of Sumner, do by these presents grant and convey to the City of Sumner, a municipal corporation and a political subdivision of the State of Washington, for the use of the public, a temporary, non-exclusive access and construction easement for the purpose of building an access road and equipment and material transport to excavate and rebuild an existing levee as part of the Stewart Road Bridge Replacement project, together with the right of the City of Sumner to plant, maintain, inspect and remove landscape plantings along, across, and upon the following described real property situated in Pierce County, Washington.

Said lands being situated in Pierce County, State of Washington, and described and depicted in Exhibit A, attached hereto and made a part hereof ("Easement Area").

Grantee's use of the Easement Area is expressly limited and conditioned as follows:

1. Any aggregate stockpiled materials can only be stockpiled between April 1 and October 15, and only outside of the regulated floodplain.
2. Grantee must obtain and fully comply with all necessary permits for its use of the Easement Area, including stockpiling.
3. Grantee shall leave the Easement Area free of debris and materials and in the same or improved condition as its original condition following the end of the temporary construction easement.
4. Grantee shall not cause or permit any activity on the Easement Area that will or may, directly or indirectly, result in any release of or the presence of any hazardous substance or pollutant on the Easement Area.
5. Grantor is in preliminary design of a Capital Improvement Project that may require use of the Easement Area. Grantor expressly reserves the right to use the Easement Area during the term outlined herein, but any such use shall not directly interfere with, and shall be coordinated with the rights granted hereunder.
6. The temporary rights herein granted shall terminate on December 31, 2025 unless otherwise extended by the Parties in writing.
7. Grantee's Project contemplates landscape plantings over a portion of the Temporary Access and Construction Easement area. Grantee specifically acknowledges that the landscape plantings are not required permanent mitigation for the Project, and are not required to be placed in a protected covenant. Grantee further specifically acknowledges that the landscape plantings installed by Grantee pursuant to the Project may be disturbed and re-located by Grantor in the course of any future Capital Improvement Project undertaken by Grantor that touches or concerns TPN 0420012022.

Grantor and Grantee also specifically acknowledge that, pursuant to the Inter County River Improvement District previously formed by King County and Pierce County, King County may appear to hold an interest in and to TPN 0420012022 over which this Temporary Access and Construction Easement [IN1] is granted. By its signature below, King County acknowledges the rights granted hereunder.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this _____ day of _____, 20_____.

GRANTOR

PIERCE COUNTY

Planning and Public Works Deputy Director

STATE OF WASHINGTON)
)
County of Pierce)

I certify that I know or have satisfactory evidence that Bruce Wagner is the person who appeared before me, and said person acknowledged he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Planning and Public Works Deputy Director of Pierce County, a Municipal Corporation and Political Subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20_____.

(Print Name)

Notary Public in and for the State of Washington
Residing at _____

My Appointment Expires:

APPROVED as to form only:

Pierce County Deputy Prosecuting Attorney

KING COUNTY ACKNOWLEDGEMENT

Dated: _____

By: _____

Its: _____

GRANTEE CITY OF SUMNER

Accepted and Approved City of Sumner:

Approved as to form:

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

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

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420012022
PIERCE COUNTY ET. AL.
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF SE 1/4 OF THE NW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

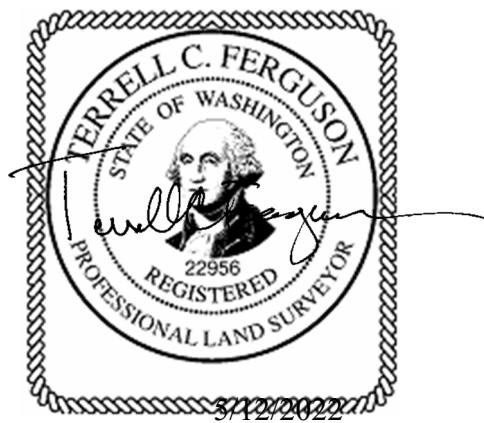
COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH 140TH AVE CT E CENTERLINE; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 428.54 FEET; THENCE NORTH 01°34'07" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID STEWART RD SE; THENCE NORTH 18°04'57" EAST, A DISTANCE OF 104.30 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF PARCEL 0420012022; THENCE NORTH 88°25'53" WEST, ALONG SAID SOUTH LINE OF PARCEL 0420012022, A DISTANCE OF 5.21 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 18°00'41" EAST, A DISTANCE OF 145.97 FEET; THENCE SOUTH 88°25'53" EAST, A DISTANCE OF 99.75 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL; THENCE SOUTH 16°17'37" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 144.75 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 88°25'53" WEST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 104.28 FEET TO THE POINT OF BEGINNING.

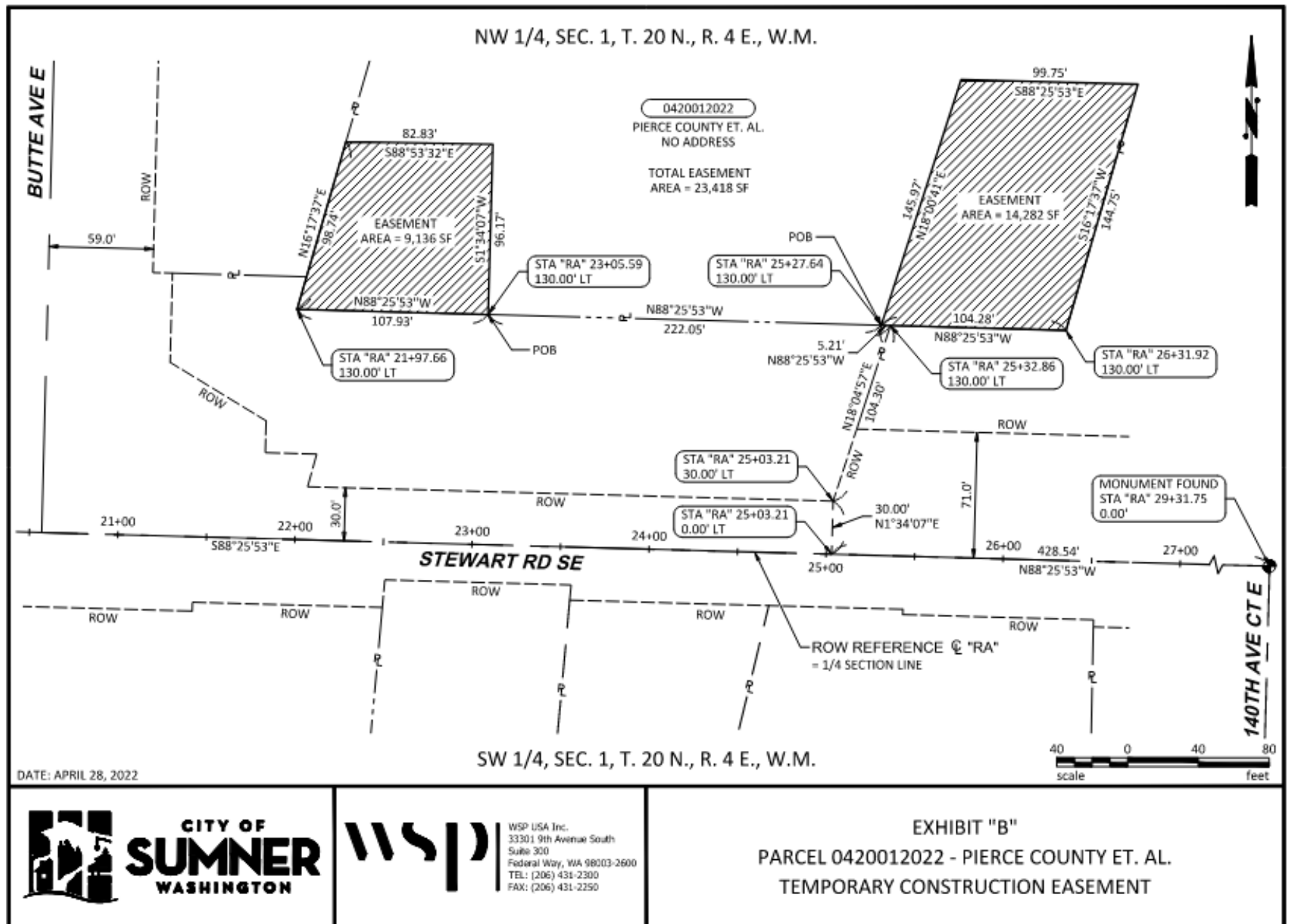
TOGETHER WITH

THAT PORTION OF SE 1/4 OF THE NW 1/4 OF SECTION 01, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., PIERCE COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH 140TH AVE CT E CENTERLINE; THENCE NORTH 88°25'53" WEST, ALONG SAID CENTERLINE OF STEWART RD SE, A DISTANCE OF 428.54 FEET; THENCE NORTH 01°34'07" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 18°04'57" EAST, A DISTANCE 104.30 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF PARCEL 0420012022; THENCE NORTH 88°25'53" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 227.26 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°25'53" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 107.93 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 0420012022; THENCE NORTH 16°17'37" EAST, ALONG THE WEST LINE OF SAID PARCEL 0420012022, A DISTANCE OF 98.74 FEET; THENCE SOUTH 88°25'53" EAST, A DISTANCE OF 82.83 FEET;

THENCE SOUTH 01°34'07" WEST, A DISTANCE OF 96.17 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 0420012022 AND THE TRUE POINT OF BEGINNING.







Monthly Project Management Report

December 2023

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Major Projects

Project: Stewart Road Bridge Replacement (13-08)		Project Manager: Drew McCarty	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 (12/23) □ Design Complete (9/23) □ Construction Contract Award (2/24) □ Construction Complete (12/26)		Status: 12/2023 - 4 ROW easement agreements have been worked through with pierce county and will be going to PW committee for approval and then to council for approval. Currently working through the PSE easement with pierce county. 11/2023 - Working on removal of the Luminaire on the existing NW quadrant mast arm at the 140 th St/Stewart Rd intersection. Work to be completed after storm season (tentatively planning for early March). 08/2023 - Contruction Obligation Paperwork in process to be sent to WSDOT for approval once ROW is completed. 100% plans at City for review, acquiring Right-of-Way and permitting, and coordinating utility relocations City is Reviewing 90% Design Plans Final Design Kickoff completed, Value Engineering Effort Underway. BergerABAM is completing the environmental design and right-of-way acquisitions. Project is in formal ESA consultations since 2/2019. Project awarded new grants (City of Auburn \$150,000)(Federal STP funds \$4,920,000, construction phase; Port of Tacoma, \$50,000, design phase) Pacific has received full funding for the design, ROW and construction of their adjacent project. The right-of-way services are now under contract. BergerABAM is beginning the preliminary work to engage the property owners. The Scope and Budget for Right-of-Way services has been received and will go to the 6/19 Council Meeting. The City is currently working with BergerABAM on the Scope & Fee for Right-of-Way services. The City is working with WSDOT and PSRC to finalize a process that will allow the right-of-way to proceed concurrent with the environmental studies of the White River currently being undertaken.	
Next Critical Activities (dates): Right-of-Way Acquisition (ongoing)			
Next Council Actions (dates): Right-of-Way Acquisition (ongoing)			
Next Public Actions (dates):			

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

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

Project: Fryar Ave Trail (14-01)		Project Manager: Andrew Leach	Budget: \$5,000,000 (construction unfunded), \$580,000 design, federal and City REET
Finance: \$197,760.00 (CMAQ-Design Only) and \$30,864 (City)			
Description: To design the last missing link of trail in town between Bridge Street Bridge and Fryar Bridge. The trail currently consists of a sidewalk & bike lane.			
Schedule/Milestones: ☒ Selection of Design Consultant (05/14) ☒ Design Consultant Contract Award (05/14) ☒ Consultant Supplement Award (6/21) ☒ Resume Design (7/21) ☐ Design Complete (12/24) ☐ Begin ROW Phase (1/24) ☐ 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: Doug Beagle/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 (01/24) ☐ Bid/Award – White River Restoration (03/24) ☐ Construction Complete (12/26) ☐ ROW Acquisition (TBD)		Status: Contractor for the 24 th St E Utility Relocation project has achieved Substantial Completion and is working on the punchlist. 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. 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 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 Critical Activities (dates):			
Next Council Actions (dates): ROW Acquisition (TBD) CM Contract (Expected June)			
Next Public Actions (dates):			

Project: Pacific Pointbar / Stewart Setback (14-10)		Project Manager: Doug Beagle/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 The contract to demolish the structures on the Bushore and Eagle properties has been awarded. Staff is preparing a notice to proceed authorizing the contractor to move forward with the demolition work.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Decant Facility (15-02)	Project Manager: Michael Kosa	Budget: \$747,000	Finance: \$390K Ecology Grant
Description: Design and construct upgrades to the Decant Facility. Improvements will include a concrete slab and a pre-engineered metal building.			
Schedule/Milestones: ■ Selection of Design Consultant (10/16) ■ Design Consultant Contract Award (11/16) ■ Design Complete (04/17) ■ Construction Contract Award (09/17) ■ Construction Complete (11/19) ■ Asphalt Contractor Selected (6/21) ■ Start Construction (8/21) ■ Construction Complete (9/21)	Status: Project in closeout Asphalt Paving Complete, Landscaping remaining Asphalt pavement work begins in mid-August Asphalt pavement work advertising for construction as small works project Project awaiting asphalt pavement after SR 410/Traffic Ave Interchange Contractor is complete Project in closeout Working on final Ecology Reimbursement. Stormwater pond construction is complete. Project is entering close out. Negotiating change order with contractor to construct stormwater pond required by Ecology. Coordinating plans with ecology, plan to construct storm water pond and asphalt paving in 2019. Notified of \$390K Ecology Grant		
Next Critical Activities (dates): Completion Report	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 (2/24)	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 (07/24) ☐ Main Package Construction Contract Award (Q1 2024) ☐ Construction Complete (12/25)	Status: The Contractor (Rodarte) has complete the abatement and demolition of the buildings. The earthwork for 2 of the 4 preload phases is in place and is expected to sit until late January to receive the required compaction. A RFQ for Construction Management (CM) Services was advertised and the City received 7 SOQs from interested consultants. The team is working on choosing a consultant in December. The Early Work Package was awarded to Rodarte Construction. The abatement and demolition of the existing buildings is complete and the first phase of preload will be in place before Thanksgiving. This expected to be settled/compacted in early January. The City was successful in getting the Public Works Trust Fund Loan for the construction of the decant facility on the north parcel. 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):		
Next Council Actions (dates): 01/16/24 Construction Management (CM) Services Contract		

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 is working with the contractor to order long lead items. 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):			

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 (3/24)		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 (12/23)		Status: The Contractor achieved Substantial Completion and is working through completing punchlist items. 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):			
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: November 2023 – Project is on hold until after Growth Management Act & LUPA Determination October 2023 – Petition sent to city on the Growth management Act & LUPA for the Demolition Permit September 2023 – Council voted to demolish the Ryan House 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): Project is on hold until after Growth Management Act & LUPA Determination			
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 physically complete and is now in closeout process. 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 (TBD) ☐ Construction Complete (TBD)		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 (TBD)			
Next Council Actions (dates): Construction Contract Award (TBD)			
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 (03/24) ☐ Construction Complete (09/24)	Status: Due to long lead times of PLC hardware and procurement, project will be advertised in 3/2024. Design is complete & finalizing project specs/front end documents to advertise. 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 03/24		
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 (12/23)		Status: The Contractor achieved Substantial Completion and is working through completing punchlist items. 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):			
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 (2/24)			
Next Council Actions (dates): Project Acceptance (2/24)			

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: 11/2/2023 - Contractor is currently working through punch list items 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 (2/24)			
Next Council Actions (dates): Project Acceptance (2/24)			

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: This project is out to bid with bid opening expected on 12/12/2023. 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.	
Next Critical Activities (dates):		A consultant agreement will be at Council in March.	
Next Council Actions (dates): 12/18/23 Consultant Amendment 01/16/24 Construction Contract		Qualifications of firms are being evaluated. Interviews in January. RFQ advertised. Project being programed and obligated to begin the design phase	

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 currently experiencing minor delay to secure PWTF loan 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 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 (05/24)	Status: 11/2023 - Contractor is working on foundation and utility work 10/2023 - Contractor is working on foundation and utility work 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): 12/2023 - Contractor to pour slab & begin framing		
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: Design has begun, and 30% plans have been reviewed and comments were returned to MacKay Sposito for the next round of submission. 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: Helping Homeowner Notices and Application Letters have been mailed. Applications are due in January of 2024, and location selection will be completed at the end of January 2024. Location selection is underway for Street Tree Damages. Design of sidewalk replacements to begin after replacement locations have been identified.	
Next Critical Activities (dates):		
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):			

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. Final inspection, executing pay estimates. Project in closeout phase August 10, 2023. Project Construction Completed, all the roads within the project have been Chip Sealed.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Systemic Horizontal Curve Improvements		Project Manager: Alisa O'Haver-Ayala and Thi Le	Budget: \$903,000 (Federal HSIP funds)
Description: Install curve warning signs, speed feedback signs, rumble strips, profiled striping, reflective markers, channelization, guardrail, and street lighting.			
Schedule/Milestones: ☒ Project Advertisement (11/23) ☐ Consultant Selection (12/23) ☐ Start Preliminary Design (2/24) ☐ Bid Award (2/25) ☐ Construction Complete (9/25)		Status: Project has been advertised for design consultant selection. Project Obligated Project being programmed with WSDOT	
Next Critical Activities (dates):			
Next Council Actions (dates): Consultant Agreement (2/24)			

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 is completed 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. September 15, 2023 - All the roadway paint line stripping's have been refreshed within the City.	
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: August 10, 2023 - Project construction completed, all the proposed roadways within the City have received Crack Seal treatment.	
Next Critical Activities (dates):	Project construction start date July 19, 2023	
Next Council Actions (dates): N/A	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.	

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) ☒ Heritage Park Masterplan Complete (07/23) ☐ Wayfinding Complete (11/23)	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: May 30, 2023. Project construction completed. All the pavement patchwork has been completed. 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: 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 () ☐ Bid Award () ☐ Construction Complete ()		Status: Pierce County has completed the repair work. Pierce County has begun work with grinding of half of the work area on 11/02/2023 and paving on 11/03/2023. The work is anticipated to be completed the week of 11/13/2023. 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 (6/24) ☐ Bid Award (9/24) ☐ Construction Complete (12/24)		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			