



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

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CALL TO ORDER

COMMITTEE BUSINESS

1. Resolution No. 1665: Rejecting All Bids for CIP 21-11: Maple St Pedestrian Signals
2. Tacoma Ave Overlay and Intersection - Contract Award for Design
3. Substitute Ordinance No: 2875 - Utility Rate Adjustments
4. Operations Facility - Contract Award for Construction Management Services
5. Resolution No. 1666: Heritage Park & Hops Alley Design - Pierce County LTAC Grant Acceptance

REPORTS

1. Project Management Report

ADJOURNMENT

SUBJECT: Resolution No. 1665: Rejecting All Bids for CIP 21-11: Maple St Pedestrian Signals

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1665: Rejecting all Bids for CIP 21-11: Maple St Ped Signals

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

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.

Five (5) bids were received on December 14, 2023 for this project. The apparent low bid contained bid irregularities. The 2nd lowest bid exceeded the Engineer's Estimate by more than \$280,000. The engineer's estimate was \$434,071.14.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 1/9/2024
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.1665: Rejecting All Bids for CIP 21-11: Maple St Pedestrian Signals

RESOLUTION NO. 1665

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, REJECTING ALL BIDS FOR CIP 21-11: MAPLE STREET & TRAFFIC AVENUE PEDESTRIAN SIGNAL AND CITYWIDE TRAFFIC SIGNAL BACKPLATES PROJECT.

WHEREAS, the City of Sumner solicited sealed public bids for this capital improvement public works project, identified as CIP 21-11: Maple Street & Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates Project; and

WHEREAS, on December 14, 2023 5 bids were received and opened by the city; and

WHEREAS, the engineer's estimate for the project was \$434,071.14; and

WHEREAS, the apparent low bid contained irregularities; and

WHEREAS the 2nd lowest bid exceeded the Engineer's Estimate by more than \$280,000.00; and

WHEREAS, in light of the circumstances and given the large difference between bids, it is not in the public interest to proceed in awarding the contract.

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

Pursuant to its authority under RCW 35.23.352, the City Council hereby rejects all bids received for Bid Number CIP 21-11: Maple Street & Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates Project and authorizes the Public Works Director to make further calls for bids in the same manner as the original call for this project.

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

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

ADOPTED AND APPROVED this 16th day of January, 2024.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

SUBJECT: Tacoma Ave Overlay and Intersection - Contract Award for Design

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$380,000.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Agreement w/ Scope & Fee

STAFF CONTACT: Gursimran Singh, Engineering Specialist, Alisa O'Haver-Ayala , Associate City Engineer

SUMMARY BACKGROUND:

This project will plane, repair, and overlay Tacoma Avenue from Puyallup Street to the White River Bridge, complete intersection channelization improvements, add an eastbound left turn pocket on Puyallup Street at Tacoma Avenue, and upgrade the intersection of Puyallup Street and Tacoma Avenue to a signalized intersection. Project shall include ADA upgrades/sidewalks, associated utility work and illumination as needed.

3 Statement of Qualifications were received on October 11, 2023 for this project. Parametrix, Inc. was selected to provide consulting services for this project through a qualification-based selection process. An agreement with a maximum amount payable of \$327,924.40 was negotiated for the design of the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 1/9/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Parametrix, Inc, in an amount not-to-exceed \$327,924.40 for the Tacoma Ave Overlay and Intersection project, (CIP 23-09), substantially in a form approved by the City Attorney.

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No	
Project Title		
Description of Work		
☐ Yes 32.7% ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the _____, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the 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. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

See attached Scope of Work.

Project No.

City of Sumner Tacoma Ave Overlay and Intersection

Introduction

The City of Sumner (City) received a grant from the Federal Highway Administration's Surface Transportation Program to finance the design and environmental documentation phases of the Tacoma Avenue Intersection and Overlay Improvements project (Project). The Project consists of plane, repair, and overlay Tacoma Avenue from Puyallup Street to the White River Bridge, complete intersection channelization improvements, add an eastbound left turn pocket on Puyallup Street at Tacoma Avenue, and upgrade the intersection of Puyallup Street and Tacoma Avenue to a signalized intersection. Project shall include ADA upgrades/sidewalks, associated utility work and illumination as needed.

The Project is federally funded and has a Disadvantaged Business Enterprise goal of 20%.

Because of the Project's federal funding, all design, environmental, and right-of-way (ROW) acquisitions will require Washington State Department of Transportation (WSDOT) Highways and Local Programs (Local Programs) oversight and approvals. Parametrix (Consultant) will provide input and support for coordination with WSDOT, which will be led by the City.

Detailed scope-of-service information, including a description of services, assumptions, and deliverables for each work element and subtask, is provided below.

Additional services may be provided by amendment to the Agreement if requested by the City:

- Right-of-way acquisition services.
- Construction management.
- Other services to support the Project.

General Project Assumptions

- Stormwater upgrades will be minor and may include replacement of portions of the stormwater infrastructure and additional new inlets and catch basins. The pavement overlay areas of the Project will be exempt from all minimum requirements per the 2019 Department of Ecology Stormwater Management Manual's definition of pavement maintenance practices. This Project will not create any new hard surfaces, and it is assumed that the total amount of new and replaced hard surfaces will not exceed minimum requirement thresholds. Therefore, no Stormwater Best Management Practice (BMP) design is included within this scope of work.
- Coordination and relocation of franchise utilities (power and communications), if needed, will be lead by the City and provided by others.
- The Plans, Specifications, and Estimate (PS&E) will require review and approval from the WSDOT Highways and Local Programs prior to advertising. The City will be responsible for leading coordination with and providing submittals to Local Programs.
- The City will be responsible for advertisement and distribution of final documents for bidding.

- The schedule for this Project includes agency review durations based on past project experience. However, neither the City nor the Consultant can control these review durations.
- A 16-month total Project schedule is assumed from the date of contract execution.

Design Standards and References

The following design standards and references are to be followed during development of the Project:

- 2024 WSDOT Standard Specifications and General Special Provisions, with updates to 2025 version for 100% and Final Bid Documents.
- City of Sumner's Development Specifications and Standard Details.
- American Association of State Highway and Transportation Officials 7th Edition (2018) of "Policy on Geometric Design of Highways and Streets" (Green Book).
- 2009 Manual on Uniform Traffic Control Devices.
- 2019 Department of Ecology Stormwater Management Manual for Western Washington.
- WSDOT Local Agency Guidelines Manual, current edition.
- WSDOT Standard Plans, as required. (WSDOT standard plans, if used, will be cross-referenced with City standards to determine any discrepancies and provide clarification if not congruent.)

The Consultant will conduct services under the Agreement based on the versions noted in the above-stated design standards. If updated versions of the standards become available and/or effective during the term of the Agreement, the Consultant and City will discuss potential implications to the Project. This will include the Consultant's estimate of the cost of additional services, if any, to update Project design and deliverables. The City will determine whether updated standards shall be used. Additional cost of Consultant services, if any, will be compensated through the management reserve or as a supplement to the Agreement.

The Consultant will prepare all drawings using AutoCAD Civil3D 2022. Spreadsheets will be prepared using Microsoft (MS) Excel (version 2016-compatible), and text documents in MS Word (version 2016-compatible).

Unless specifically noted otherwise, all plans will be completed at a scale of 1 inch = 20 feet on a sheet size of 22 by 34 inches. The City will provide the Consultant with the City's AutoCAD template for use in preparing plan sheets. All deliverables will be electronic.

Task 01 – Project Management and Coordination

Subtask 01-01 Project Management

Objectives

The objective of this task is to provide overall project management of the Consultant contract with City of Sumner.

This task includes general management functions that include the following:

- Schedule and coordinate the work of Parametrix team members and ensure that work is completed accurately and within scope and budget.

- Coordinate with City staff, including:
 - Prepare and submit monthly progress invoices and earned value statements to the City.
 - Provide additional identification of issues and proposed solutions if unforeseen issues arise.
 - Provide a design schedule.
- Meet with the City in person on the following occasions:
 - Kickoff meeting with City staff and the project team to confirm design objectives, issues, and schedule.
 - Review Conceptual Design.
 - Review 30% design.
 - Review 75% design.
- Meet with the City virtually for regular coordination on the following occasions:
 - Once-a-month coordination meetings (16 total) outside of the formal design review meetings noted above.

Deliverables

Deliverables for this task include:

- Monthly progress reports enclosed with invoices (16 total).
- Meeting agendas and notes for the City design review meetings and coordination meetings noted above.
- Project design schedule (one) with up to two updates.

Assumptions

Assumptions for this task include:

- Project duration is 16 months.
- In-person design review meetings (kickoff, conceptual design, 30%, and 75%) will be attended by up to two Parametrix staff and one subconsultant staff and will require a total of 2 hours each.
- Monthly video conference calls with City staff will be attended by up to two Parametrix staff and will require a total of 30 minutes each.
- Budget assumes 32 biweekly design team coordination meetings. Delays due to unforeseen circumstances (e.g., additional meetings or extended review periods) may result in additional effort necessary for project management and administration, which may require a supplement.

Subtask 01-02 Quality Control and Quality Assurance

Objective

To prepare a quality management plan for the Project and to complete internal quality reviews of each deliverable as noted below.

Approach

Consultant will perform quality control and quality assurance reviews of each of the following deliverables:

- NEPA Documented Categorical Exclusion Documentation.
- 30% PS&E Package.
- 75% PS&E Package.
- 100% PS&E Package.
- WSDOT Design Documentation Submittals, including Public Interest Finding and Final Division 1 Special Provisions.
- Final Bidding Documents.

Deliverables

- Quality Management Plan (PDF format).
- Comment response sheets (PDF format).

Assumptions

- Internal Parametrix QC/QA documentation is excluded as a deliverable.

Task 02 – Survey and Mapping (Apex)

Objective

To provide AutoCAD base map as necessary to confirm limits of existing right-of-way and support design/preparation of plans for bid documents.

Approach

Consultant will contract with Apex to complete survey and topographic mapping. A copy of the scope and fee for Apex is enclosed with this proposal (see Exhibit A).

Deliverables

- An electronic drawing file of the right-of-way boundary and topographic survey in AutoCAD Civil3D 2022 format and PDF format.

Assumptions

For assumptions for this subtask, see the Apex scope and fee enclosed with this proposal.

Task 03 – Preliminary Design

Subtask 03-01 – Conceptual Design

Objective

To review available record drawings, GIS, and traffic data. To confirm field data and create a conceptual roadway design using the topographic survey and ROW information provided under Task 02.

Approach

- Consultant will create a conceptual roadway roll plot to correspond with the topographic survey and ROW information provided under Task 02. The roll plot will show proposed curb ramp locations and signal pole locations at Puyallup Street and Tacoma Avenue.
- Consultant will review current applicable stormwater regulations and complete surface area takeoffs for the roadway concept. Consultant will confirm stormwater requirements and exemptions for proposed concept.
- Consultant will create a conceptual roundabout layout at the intersection of Tacoma Avenue and Puyallup Street. The roundabout layout will show the required curbs, truck apron, and central island to accommodate a WB-67 design vehicle based on AutoTurn movements.
- The conceptual roadway roll plot and conceptual roundabout layout will be sent to the City and discussed as part of the conceptual design coordination meeting with the City. The meeting decisions will be used as the basis for the 30% Submittal.

Deliverables

- Conceptual Roadway Roll Plot – One electronic copy in PDF and CAD format.
- Conceptual Roundabout Exhibit – One electronic copy in PDF and CAD format.

Assumptions

- Mapping will indicate City ROW and parcel lines as necessary to support the preparation of the ROW plans included in Task 02. Parcel lines will be based on assessor's information.
- The conceptual roundabout layout will support the Intersection Control Evaluation (ICE) which will be completed by PH Consulting.
- Conceptual roll plot and roundabout layout will only include horizontal layouts. Grading will be provided in later design phases.
- Scope and budget assume a signal at the intersection of Puyallup Street and Tacoma Avenue. An amendment will be needed for moving forward with a roundabout design at this intersection beyond this conceptual design phase.
- Stormwater area takeoffs will be completed for the intersection concept only and will be provided in a table summary on the Conceptual Roadway Roll Plot.

Subtask 03-02 – Geotechnical Engineering (HWA Geosciences)

Objective

To explore the subsurface conditions, interpret the site surficial geology based on exploration and testing, analyze the impact of the proposed improvements, offer design recommendations for the improvements, and review the design plans and specifications. Proposed improvements that will require geotechnical engineering include new signal pole foundations and design recommendations for pavement overlays.

Approach

Consultant will contract with HWA Geosciences to complete geotechnical explorations and provide recommendations. A copy of the scope and fee for HWA Geosciences is enclosed with this proposal (see Exhibit A).

Deliverables

- Draft and Final Geotechnical Letter Report (PDF format).

Assumptions

For assumptions for this subtask, see the HWA Geosciences scope and fee enclosed with this proposal.

Subtask 03-03 – 30% Design Plans

Objective

To prepare preliminary plans, bid item list, and opinion of construction costs and submit to the City for review.

Approach

The Consultant will prepare preliminary plans, bid item list, and opinion of construction costs and submit to the City for review. Comments received from the City during the conceptual design efforts will be incorporated into the 30% Submittal.

The Consultant will develop a technical memorandum summarizing applicable stormwater requirements if any, how required regulations are met, assumptions and exemptions.

A total of 10 plan sheets are anticipated to be included in the 30% Submittal as identified in Exhibit A-2.

The Consultant will prepare a preliminary bid item list with an indication for each bid item if the item is proposed to be used as a WSDOT Standard Item, a WSDOT General Special Provision (GSP) Item, or a City GSP Item, or if a Special Provision item description will be required.

The Consultant will prepare a 30% level opinion of construction costs.

Deliverables

- 30% Drawings – One electronic copy (PDF format).

- 30% AutoCAD Files – One electronic copy (AutoCAD format).
- 30% Opinion of Cost – Two electronic copies (PDF and MS Excel formats).
- Stormwater Technical Memorandum – One electronic copy (PDF format) and up to one 11"x17" exhibit (PDF format).

Assumptions

- 30% drawings will graphically depict the “footprint” of proposed Project improvements, with minimal notes and dimension provided only as necessary to convey the intent of the preliminary design of the Project. To minimize drawing rework, the drawings included in the 30% Submittal will be in-progress versions of the drawings that will be included in subsequent submittals.
- Bid item list specifications will be based on the 2024 WSDOT Standard Specifications, the City’s most recent general special provisions with Project-specific edits, special provisions, bid proposal, federal provisions, and the City’s front end/contract boilerplate Divisions 0 through 9.
- The bid proposal and opinion of construction cost at the 30% Submittal will be based as much as possible on the unit bid items proposed for payment in the construction contract. However, because of the preliminary nature of the design at this stage of the Project, it is expected that some lump-sum and/or square-foot costs will be used for estimating portions of Project costs. Additionally, an estimating contingency factor will be applied to the opinion of cost to account for design uncertainties at this level of design.
- Storm improvement design is anticipated to be limited to minor adjustments at intersection of Tacoma Ave & Puyallup Street and restoration/replacement of existing structures as needed. No stormwater BMP design is anticipated to be required for the project.
- Stormwater requirements will be reviewed and confirmed in the form of an area calculation summary during the conceptual design phase, which will be the basis for the stormwater technical memorandum. It is assumed that a stormwater site plan will not be required for this project.
- City will be responsible for obtaining an Ecology Construction Stormwater General Permit, if required.

Task 04 – NEPA Documentation

Subtask 04-01 – NEPA Documented Categorical Exclusion

Objective

To meet with WSDOT Local Programs to confirm environmental documentation approach and assumptions and to prepare a National Environmental Policy Act (NEPA) Categorical Exclusion Documentation form pursuant to WSDOT requirements.

Approach

Consultant will complete an environmental review of the Project site. Once the initial review is complete, Consultant will attend a meeting with WSDOT Local Programs environmental staff to confirm results of environmental review and NEPA documentation requirements for the Project.

Consultant will prepare a WSDOT NEPA Categorical Exclusion Documentation form.

Deliverables

- Draft and Final NEPA Categorical Exclusion Documentation form (PDF format).

Assumptions

- City will schedule and lead the NEPA kickoff meeting with WSDOT Local Programs. This meeting will be held virtually and attended by up to three Parametrix staff members.
- No critical areas, critical areas buffers, or other resources regulated under Chapter 16.40 City of Sumner Municipal Code (SMC) will be impacted by the Project.
- Because the Project includes federal funding administered by WSDOT, the Project is required to comply with NEPA and associated crosscutting authorities. The Project is presumed to qualify as a Categorical Exclusion. Documentation of compliance with NEPA will be via WSDOT standard form WSDOT Form 140-100. No additional documentation, discipline reports, or studies will be required. The project will not require supplemental documentation for:
 - Noise (no vertical or horizontal changes in alignment that would trigger a noise assessment)
 - Wetland or Streams (no work in these resources)
 - Hazardous Materials (no disturbance of soils)
 - Section 4(f) or 6(f) (assumed exempt)
 - Air quality (assumed exempt and project not in a current Environmental Protection Agency (EPA) 20-year maintenance area)
 - Floodplains (no addition of impervious surface or fill)
 - Groundwater (no EPA-mapped sole source aquifers in the study area)
 - Recreational areas (none are identified on or near the study area)
 - Environmental Justice (assumed exempt)
 - Energy, land use, aesthetics, or public services (paving and resurfacing will not affect)
- Section 106 Exemption Under WSDOT NEPA Categorical Exclusions Guidebook Appendix J (A-1). The Project is required to comply with Section 106 of the National Historic Preservation Act. The Project work is presumed to be exempt and unlikely to affect an historic property as defined in the Statewide Programmatic Agreement. No Cultural Resources Services documentation or review will be required for the Project, and an Area of Potential Effects is not required for the Project.
- The Project is required to comply with Section 7 of the Endangered Species Act (ESA) and the Magnuson-Stevens Act (MSA). The Project is presumed to have no effect on ESA-listed species or critical habitat or Essential Fish Habitat. Documentation of compliance with Section 7 of the ESA and the MSA can be accomplished via Parts 5 and 6, respectively, of WSDOT Form 140-100 without preparation of an ESA Biological Assessment or No Effect Assessment and/or No Effect Letter.
- No net new pollutant-generating impervious surface will be created as a result of this Project.

- Project activities qualify under Maintenance Category #1, Roadway Surface, of the Regional Road Maintenance Program ESA 4(d) determination.
- The nature of the work on this Project is categorically exempt from State Environmental Policy Act (SEPA) pursuant WAC 197-11-800 (2)(c) and (d)(viii). The scope of services and budget estimate do not include preparation of a SEPA Checklist.
- Any right-of-way, street use, land use, construction, or other permits required to complete this work will be completed by the City or others.
- No shoreline-related permits will be required to complete this work pursuant SMC Chapter 16.40.100 Exemptions (F).
- Air Quality Exemptions Under 40 CFR 93.126. This Project is exempt per WSDOT NEPA Categorical Exclusions Guidebook Appendix G – Safety – Pavement resurfacing and/or rehabilitation.
- Environmental Justice Exemptions Under 40 CFR 93.126. This Project is exempt per WSDOT NEPA Categorical Exclusions Guidebook Appendix L #1 and #2.

Task 05 – Plans, Specifications, and Estimate (PS&E)

Task Objective

To prepare bid-ready documents for the Project, including plans, special provisions, copies of applicable standard plans, City Standard Details, and other elements to be included in the bid documents. Bid documents will be submitted to the City for review at increasing levels of completeness, including 75%, 100% and Final levels of development. The City will provide boilerplate templates of the bid proposal, contracting forms, federal provisions, special provisions, and standard plans (Divisions 0 through 9 and appendices).

Subtask 05-01 – 75% Bid Documents

Objective

To prepare 75% complete drawings, bid schedule, specifications, and opinion of construction costs, and submit to the City for review.

Approach

The Consultant will prepare and submit to the City for review 75% complete drawings, bid schedule, specifications, and opinion of construction costs, and submit to the City for review. Comments received from the City from the 30% review will be addressed in the 75% Submittal deliverables.

The Consultant will identify potential utility conflicts and locations for potholing, if needed. The Consultant will coordinate with subconsultants to complete potholing and survey existing utilities.

A total of 29 plan sheets are anticipated to be included in the 75% Submittal as identified in Exhibit A-2.

Deliverables

- Pothole Plan (if needed) – One copy in PDF format.
- 75% Drawings – One copy in PDF format.

- 75% AutoCAD Files – Electronic copy of AutoCAD line work file.
- 75% Specifications – Two electronic copies (MS Word of boilerplate/special provisions with tracked changes and PDF of whole package).
- 75% Opinion of Cost – Electronic copies (PDF and MS Excel formats).
- Written Response to 30% City Review Comments – One electronic copy (MS Excel or MS Word format).

Assumptions

- Specifications will be based on the 2024 WSDOT Standard Specifications, City-provided special provisions with Project-specific edits, Project-specific special provisions, bid proposal, federal provisions, and the City's boilerplate Divisions 1 through 9.
- The opinion of construction cost at the 75% Submittal will be based primarily on the unit bid items proposed for payment in the construction contract. However, an estimating contingency factor will still be applied to the opinion of cost to account for design uncertainties at this level of design.
- There may be placeholders in the special provisions at the 75% Submittal for specialty items.
- Pothole plan will be in the form of a markup identifying recommended locations for potholing, if needed.
- Potholing coordination and completing potholing will require approval from City project manager. Budget assumes up to 6 potholes. Subconsultant will complete potholing and Consultant will incorporate pothole information into the plans after 75% design.
- All coordination with utility purveyors will be led by the City. No major design modifications will be required based on coordination with utility purveyors.

Subtask 05-02 – 100% Draft Bid Documents

Objective

To prepare complete Draft 100% Bid Set drawings, bid schedule, specifications, and opinion of construction costs, and submit to the City for review.

Approach

The Consultant will prepare and submit to the City's Project Manager for review a 100% complete package of Bid Documents for the Project, including plans, special provisions, copies of applicable standard plans, and other elements to be included in the bid documents. Comments received from the City from the 75% review will be addressed in the 100% Submittal deliverables.

Consultant will prepare a Patented/Proprietary Item Certification form in accordance with WSDOT Form 140-051 for all proprietary items to be specified on the Project. No review comments are expected on this form. The intent is to keep this form with the City's project files.

A total of 31 drawings are anticipated to be included in the 100% Submittal as identified in Exhibit A-2.

The Consultant will prepare an estimated construction schedule to assist with the establishment of construction contract working days and estimating traffic control quantities.

Consultant will prepare a Construction Stormwater Pollution Prevention Plan, if needed.

Deliverables

- 100% Drawings – One electronic copy in PDF format.
- 100% Project Manual (bid forms, specifications, and appendixes) – One electronic copy in PDF format and Word Document format.
- 100% Opinion of Cost – One electronic copy in PDF format.
- Written Response to 90% City Review Comments – One electronic copy (MS Excel or MS Word format).
- Draft Construction Schedule – Electronic copy (PDF format).
- Patented/Proprietary Item Form (PDF format).
- Maximum Extent Feasible (MEF) Documentation, if needed (PDF format).
- Stormwater Pollution Prevention Plan, if needed – One copy in PDF format.

Assumptions

- The main purpose of this submittal is to allow the City's Project Manager the opportunity to confirm that all comments from the City's 75% review have been adequately addressed in the 100% Submittal deliverables before going to "print" for advertisement.
- Specifications will be based on the 2025 WSDOT Standard Specifications, City-provided special provisions with Project-specific edits, Project-specific special provisions, and bid proposal.
- The edition of WSDOT Standard Specifications and corresponding City general special provisions to be used by the Consultant for preparing Project specification at 100% will be updated from the 75% Submittal to reflect changes from 2024 to 2025 standards.
- The bid proposal and opinion of construction cost at the 100% Submittal will be based on the unit bid items in the bid proposal form in the construction contract documents.

Subtask 05-03 – Final Bid Documents

Objective

To prepare Final Bid Set drawings, bid schedule, specifications, and opinion of construction costs, and submit to the City for use in soliciting bids for construction.

Approach

The Consultant will address minor pickups received from the City from the Draft (100%) review. The Consultant will assemble and submit to the City's Project Manager the final complete package of bid documents for the Project, including plans, special provisions, and other elements to be included in the bid documents. The main purpose of this submittal is to allow the City's Project Manager to confirm that all comments from the City's 100% review have been adequately addressed in the Final Submittal deliverables.

A total of 31 drawings are anticipated to be included in the Final Bid Documents Submittal consisting of the same drawings identified for the 100% Submittal in Exhibit A-2.

Deliverables

- Final Drawings – One electronic copy in PDF format.
- Final Project Manual – One electronic copy in PDF format.
- Final Opinion of Cost – One electronic copy in PDF format.

Assumptions

- This subtask will be initiated when the City receives construction obligation funding.

Task 06 – Detailed Design Services (PH Consulting)

Objective

To provide design services for detailed design phases of the Project.

Approach

Consultant will contract with PH Consulting to provide detailed design services. A copy of the scope and fee for PH Consulting is enclosed with this proposal (see Exhibit A).

Deliverables

- Traffic Analysis:
 - Draft and final Traffic Analysis Memorandum and Signal Timing Card(s).
- Illumination System Improvements Analysis:
 - Draft and Final Photometrics Analysis Memorandum.
 - Draft and Final Project Illumination Layout Exhibit
- Channelization and Signage Improvements:
 - 30% Pavement Marking and Signage Plans.
 - 75%, 100% and Final Design Plan sheets, Specifications and Special Provisions, Opinion of Probable Cost.
- Temporary Traffic Control Plans:
 - 75%, 100% and Final Design Plan sheets, Special Provisions, Opinion of Probable Cost.

Assumptions

For assumptions for this subtask, see the PH Consulting scope and fee enclosed with this proposal.

Task 07 – Bidding Support

Objective

To provide interpretation and clarification for plans and specifications to the City in response to bidders' questions during bidding.

Approach

Activities in this task include:

- Answer questions from bidders.
- Prepare up to two bid addendums.

Deliverables

- Responses to up to three bidder questions via email.
- Electronic copies of up to two bid addendums.

Assumptions

- The City will be the only point of contact for bidders' questions during bidding.
- The City will maintain a written Record of Telephone Conversations with questions and answers to be provided to bidders if desired by the City.
- Up to 8 hours of Consultant staff time will be required for assisting City with reviewing bidder questions and providing clarification.
- Up to two addendums will be needed. Addendums will be for clarification of bid documents or minor revisions to Project designs.
- The City will lead the process of preparing and issuing addendum(s).
- City staff will facilitate bid opening.
- City staff will prepare and issue the bid tabs and Notice of Award.

Task 08 – Management Reserve

Objective

Provide additional services that are outside of this current scope of work.

Approach

Work under this task will provide additional technical services that is outside of the current scope of work as requested and authorized in writing by the City.

EXHIBIT A-1 – Schedule

Work Element	Completed By
Notice to Proceed	Assumed January 10, 2024
Kickoff Meeting	January 22, 2024
Concept Design	April 15, 2024
30% Design Submittal	June 24, 2024
City Review and Feedback	July 22, 2024
75% Design Submittal	November 11, 2024
City Review and Feedback	December 9, 2024
100% Draft Bid Documents Submittal	January 20, 2025
City Review and Feedback	February 17, 2025
Bid Set Submittal	March 10, 2025

NOTE: The assumed turnaround time for City review is 4 weeks.

EXHIBIT A-2
ESTIMATED SHEET COUNT
FOR CONSTRUCTION DOCUMENTS SUBMITTALS

SHEET/SHEET SET NAME	SHEET/SHEET SET SCALE <i>(plotted "full size" at 22x34)</i>	SHEET COUNT by SUBMITTAL		
		30%	75%	100% - Final
Cover Sheet, Vicinity Map, and Sheet Index	N/A	1	1	1
Abbreviations and Legend	N/A	1	1	1
Survey Datum and Horizontal and Vertical Control	1 inch = 40 feet		1	1
Site Preparation and Erosion Control Plan	1 inch = 20 feet		3	3
Roadway Plan	1 inch = 20 feet	3	3	3
Intersection Details	1 inch = 5 feet		4	4
Misc. Details	N/A		1	1
Signal and Illumination Plans and Details	1 inch = 10 feet	3	4	6
Channelization and Signing Plans	1 inch = 20 feet	2	3	3
Traffic Control Plans	1 inch = 40 feet		8	8
TOTALS:		10	29	31



November 9, 2023

Parametrix
Brenna Tumbling

Reference: Proposal for Professional Services
 Tacoma Avenue Overlay and Intersection Survey
 File #: 37153

Dear Brenna:

Thank you for the opportunity to provide our scope of services and cost estimate to perform professional services associated with the referenced project. We feel that our successful, long-term land development history throughout the Puget Sound allows us to provide you exceptional guidance and expertise, while remaining competitive and efficient. Our enclosed Contract Documents identify the tasks to be completed by Apex Engineering in working with you to achieve your project goals. We will perform a full Topographic Survey of the Tacoma Avenue Right of Way, including right of way boundary survey to be used to develop the Right of Way plans for the improvements.

Our General Conditions require payment within 30 days of invoice receipt. If this will not meet your payment schedule, we will set up options that work within the City's framework.

If you have any questions regarding this proposal or our Contract Documents, please call me at (253) 473 - 4494, Ext. 1198.

Thank you for selecting Apex for this project. Our team looks forward to working with you.

Sincerely,

A handwritten signature in blue ink that reads "Timothy J. McDaniel".

Timothy J. McDaniel, PLS, CFedS
Survey Manager

Enclosures: Scope of Services



EXHIBIT A

SCOPE OF SERVICES

PROJECT INFORMATION

Date: November 9, 2023

Project Name: Tacoma Avenue Overlay and Intersection
Topographic Base Map Survey & Right of Way Boundaries

File/Task Number: 37153

Location: Tacoma Avenue (Puyallup St. to 45th), Sumner, WA.

PROJECT DESCRIPTION / ASSUMPTIONS

Our understanding of pertinent facts and actions to date on the project include:

- Apex will locate any monuments or survey control points necessary to tie the topographic survey work into the Horizontal and Vertical Datum specified for the City of Sumner.
- The intent and focus of the survey is a topographic survey for design of the new improvements within the Tacoma Avenue Right of Way from the intersection of Puyallup Street to the intersection with 45th Street and north to Bridge.
- Apex will serve as a subconsultant for Parametrix and primary contact for the topographic survey and utility locates.

PROJECT TASKS

Task 1 – Topographic Survey for Engineering Design

1. Research record information for completion of boundary calculations and for existing control.
2. Perform random field traverse survey locating existing monumentation, cadastral survey corners, property corners, or survey monumentation as recoverable through a diligent search to tie topographic survey to the existing monumentation of the Right of Way.
3. The field control portion of this budget will also be used to tie the survey control to the City of Sumner datums, NAD 83/91 (State Plane, WA South Zone) Horizontal Datum and NGVD 29 Vertical Datum. Locating necessary monuments and benchmarks to be utilized for the topographic survey.
4. Perform a full topographic survey of the above-referenced Tacoma Avenue ROW. The survey limits are shown on attached Survey Limits map. Perform a full Topographic survey of all visible surface features and utilities within the limits in accordance with American Society of Civil Engineers (ASCE) Standard 38-02, Quality Level-B (QL-B).
 - a. At a minimum, the topographic survey will identify the following:
 - i. Locations of observable surface features within the survey limits, (i.e., utilities, retaining walls, rockeries, access areas, curbing, sidewalks, parking areas, paved drives, concrete pads, sidewalks and driveways,



pedestrian paths, fences, striping, signs, buildings, hedges, trees, etc.) at the time of the survey.

- ii. Location of all utility paint line marking done by others.
 - iii. Take survey shots along cross section lines at every 25' station left and right along construction centerline and stationing established and provided by the city. Also take regular shots for optimal creation of existing ground surface model. At a minimum, at least every 25', the following surface features shall be surveyed and mapped in the topographic survey.
 - a. Curbs, Curb and gutters including flow line, front and back of curb tops
 - b. Sidewalks, type specified, hatch if concrete.
 - c. Pavement, type specified, hatch if concrete.
 - d. Roadway pavement crown line.
 - e. Driveways, type specified, hatch if concrete.
 - f. Gravel areas.
 - g. Retaining walls including top and toe, type specified.
 - h. Storm drainage structures surveyed and measured (including type of structure, invert elevation and direction, and rim elevation) Pipes, types and sizes.
 - i. Ditches and edges of water courses, top and bottom lines and any culvert type, size and invert elevation.
 - j. Sanitary sewer structures (including type of structure, invert elevation and direction, and rim elevation) Pipes, types and sizes.
 - k. Water utilities (valves, hydrants, blowoffs, etc.).
 - l. Visible irrigation boxes but not sprinkler heads.
 - m. Power structures, poles, guys, and lines (for aerial lines, show horizontal location for all lines on pole). For overhead wires crossing Tacoma Ave locate elevation and location of wires at poles and mid span (sag).
 - n. Natural gas valves, lines, and blowoffs.
 - o. Telephone lines and structures.
 - p. Cable lines and structures.
 - q. Traffic signal and street lighting poles, conduit, and junction boxes.
 - r. Signage, development or community signs.
 - s. Plastic and painted Channelization, pavement markings, arrows and letters, crosswalks (striping including parking lot areas).
 - t. Visible existing survey markers
 - u. Vegetation (list trunk diameter and type for trees if 6" or greater).
 - v. Fences and railings.
 - w. Mailboxes.
 - x. Bollards.
 - y. Grade break lines, top and toe of slope lines.
 - z. Identify and define edges of landscaped or areas of lawn and tended planted areas in or out of R/W, if accessible.
5. Storm and sanitary sewer locates within the Survey limits will identify the following on each storm and sewer structure:
- a. Structure type and size, rim and bottom of structure elevations.
 - b. Invert elevations, size and type of pipes.
 - c. Ladder.
 - d. location,

oil/water separator details.

6. Coordinate and analyze record locations of utilities as available and necessary for design which may not be accessible at the time of the field survey.
7. Apex will locate all underground utility paint line information and locations within the survey limits. The painting of these lines by a Utility Marking company and will be provided by a sub-consultant. See task 2 below
8. Reduce field notes, plot elevation data obtained from said field survey and prepare drawings for design use at a convenient scale showing all data obtained, along with 1-foot contours. Spot elevations will be shown where deemed necessary. All storm & sewer as-built information to be incorporated on drawings.
9. Topographic Survey Base Map to include all calculated right of way lines and centerlines as well as adjoining parcel lines for each property abutting the Tacoma Avenue right of way.
10. Provide information and data to Engineering staff for analysis and comment. Note: Once the information has been analyzed by the engineering staff, additional work and costs may be necessary for supplemental topography areas.
11. Drawings will be supplied in AutoCAD Civil 3D 2018 format. Hard copy plots and PDF's of the survey sheets shall be provided.

Task 2 – Sub-Consultant Coordination (Utility Locate Services)

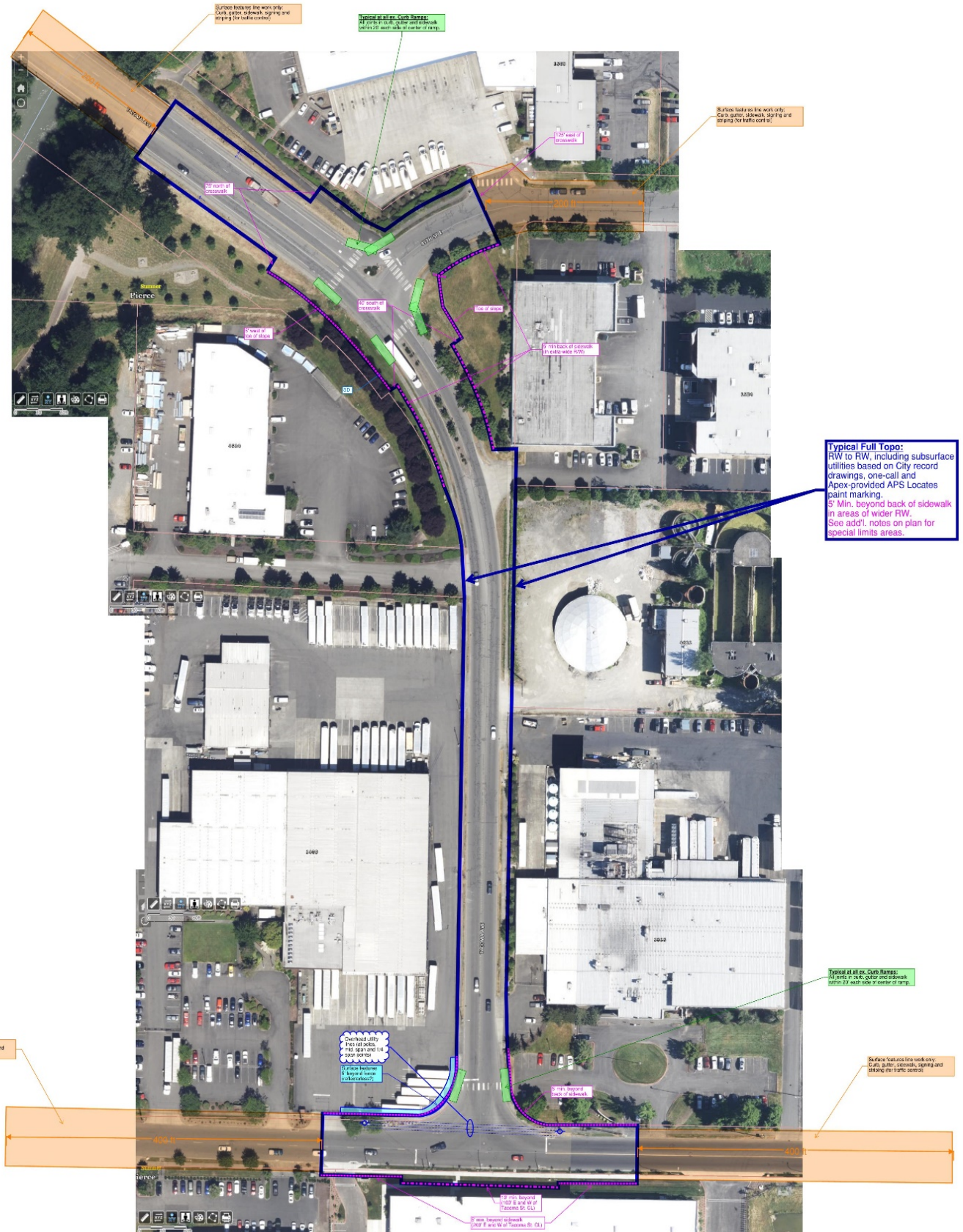
1. Coordinate with and provide Private Utility Locate service to delineate all conductible utilities within the survey limits. Survey mapping of all delineated utilities in Task 2 is included in Task 1 above.

Optional Task 3 - Land Surveying Services – Pothole Locations

Survey for potholes is required and we will plan on approx. 7 pothole locations.

1. Apex will mobilize to stakeout the location of desired pothole locations as determined by Parametrix.
2. Location to be marked with PK nail and painted Pothole number for sub-consultant Vac truck to visual navigate to pothole location.
3. Once pothole is complete by Vac truck, Apex will locate utility depths at pothole location.

Survey Limits Map



November 9, 2023
HWA Project No. 2023-206-21

Parametrix
1019 39th Avenue SE, Suite 100
Puyallup, Washington 98374

Attention: Brenna Tumbling, P.E.

Regarding: **GEOTECHNICAL SERVICES**
TACOMA AVENUE OVERLAY AND INTERSECTION PROJECT
SUMNER, WASHINGTON

Ms. Tumbling,

As requested, HWA GeoSciences Inc. (HWA) is pleased to present this scope of work to provide geotechnical engineering services to support the Tacoma Avenue Overlay and Intersection Project in Sumner, Washington. Based on our understanding of the project, we recommend the following additional geotechnical scope of work.

SCOPE OF WORK

Project Management

1. **Project Setup:** HWA will set the project up in our billing system and attend one conference call with the design team to go over project objectives and requirements.
2. **Project and Contract Management:** HWA will prepare monthly invoices, and progress reports, if required. We will correspond with the design team in the form of emails, fax, and telephone calls, as necessary. We will provide project management for the geotechnical engineering task, and we will coordinate with and manage our subcontractors.

Geotechnical Field Work:

1. **Plan Field Exploration Program:** HWA will plan and coordinate a geotechnical exploration program for the project consisting of two drilled borings, to a depth of approximately 20 feet each, and 6 pavement cores. Planning will include identification of the locations of the geotechnical borings and pavement cores, development of traffic control plans and coordination with the drilling subcontractor. Pavement coring will be performed by HWA. HWA will coordinate with a subcontractor and develop site specific traffic control plans for each proposed geotechnical exploration. HWA will

complete and submit a ROW permit application to the City along with the traffic control plans.

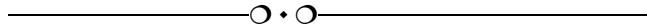
2. **Mark Explorations & Conduct Utility Locates:** HWA will walk the alignment and mark the proposed exploration locations in the field with white paint and arrange for utility locates using the Utility Notification Center. HWA will not be held liable for damage to utilities or other underground structures not defined or located for HWA by the City or the Utilities Underground Location Center. During the walkthrough, HWA will identify any areas that may require full depth pavement replacement.
3. **Conduct Explorations:** HWA will log the drilling of 2 geotechnical borings, to a depth of about 20 feet each, near the proposed new traffic signal in order to provide information for signal pole foundation design recommendations. HWA will perform pavement coring at 6 locations along the alignment to assess existing pavement layer thicknesses and shallow subgrade support conditions to be used to develop recommendations for pavement rehabilitation and sections of full depth pavement repair areas.
4. **Generate Boring Logs and Assign Laboratory Testing:** HWA will prepare summary boring logs and photographic pavement core logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Depending on the type of soils encountered, laboratory testing could include moisture content, grain-size distribution, organic content, and Atterberg Limits, where appropriate.

Geotechnical Engineering Analysis and Recommendations

1. **Evaluate Field and Laboratory Data:** HWA will evaluate the data obtained from the subsurface explorations and laboratory testing to develop design recommendations for the new signal pole foundation and pavement rehabilitation.
2. **Draft Geotechnical Letter Report:** HWA will prepare a draft letter report for the proposed improvements. This report will contain the results of the explorations and analyses performed, including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring and pavement core logs; and laboratory test results. This report will provide our design recommendations for the proposed improvements.
3. **Final Report:** HWA will finalize the previously submitted draft geotechnical report based on review comments from the design team and the City.
4. **Review of Final Plans and Specifications:** HWA will perform review of the final plans and specifications prepared by Parametrix.

ASSUMPTIONS

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- All non-contaminated drilling spoils and related debris produced by the truck- or track-mounted drill rig will be drummed on site and transported off site for disposal by the drilling subcontractor. The borehole will be abandoned with bentonite chips per DOE and patched with rapid-setting concrete. The pavement cores will be backfilled with excavated soils, compacted in lifts, and patched with Aquaphalt cold patch to match existing pavement surface thickness.
- Boring and pavement core locations will be located using handheld GPS and measurement from existing known features.



We appreciate the opportunity to present this proposal for services on this project. If you have any questions regarding this proposal, or need additional information, please do not hesitate to contact us.

Sincerely,
HWA GeoSciences Inc.

A handwritten signature in blue ink, appearing to read 'Bryan Hawkins'.

Bryan Hawkins, P.E.
Senior Geotechnical Engineer

SCOPE OF WORK

City of Sumner Tacoma Ave Overlay and Intersection

INTRODUCTION

The City of Sumner (City) was awarded federal funding for the Tacoma Ave Overlay and Intersection improvement project. PH Consulting (PHC) will provide professional engineering services as subconsultant to Parametrix (PMX). PH Consulting's general scope of work includes project coordination, traffic analysis, and detailed design of channelization and signing improvements, and temporary traffic control plans. The following sections detail the scope of work to be provided by PHC.

General Project Assumptions

- Project duration is approximately 16 months.
- PMX will provide a topographic survey base map for the project area.
- Project specifications will follow City of Sumner and 2025 version of WSDOT standard specifications. An additional fee may apply if project specifications and special provisions are required to be revised to later version.
- Final Plans, Specifications, and Estimate (PS&E) will be completed for advertisement by April 2025.
- The project will be delivered in accordance with WSDOT Local Agency Guidelines (LAG) Manual requirements.
- No major changes in direction or design requirements will occur after the 75% submittal with any comments limited to minor corrections and coordination. 100% submittal will be for WSDOT final review and no additional new City comments are assumed. Opinion of probable cost will not change between 100% Submittal and Final Bid Doc Submittal.
- All project drawings will be done in current AutoCAD version
- PMX will compile the submittal and complete coordination with City and/or other agencies.
- Full size PDF's for plan set deliverables.
- Level of effort includes time to address city comments after each design submittal, internal team meetings, project coordination meetings, comment review meetings with City, performance of QA/QC prior to each submittal, and preparation of a technical memorandum to submit with each deliverable.

TASK 06 – DETAILED DESIGN SERVICES

Subtask 06-01 – Traffic Analysis

PH Consulting will provide traffic signal operations analysis for project build year to support project design and documentation needs. PH will provide recommended turn pocket lengths, traffic signal phasing, and AM/PM peak hour traffic signal timings. Analysis will be based on proposed lane configuration at intersection of Tacoma Ave and Puyallup St only. PH will utilize traffic data collected as part of the *142nd Ave E Corridor Intersection Analysis*, Technical Memorandum (2022) by Transpo Group.

Deliverables

- Draft and final Traffic Analysis Memorandum with Signal Timing Card(s).

Assumptions

- New traffic data collection will not be required.

Subtask 06-02 – Illumination System Improvements Analysis

PHC will provide project photometric analysis and lighting system design services. Analysis will include complete project limits. PHC will coordinate with PSE for lighting system along project corridor and with PMX for traffic signal pole mounted luminaires. .

Deliverables

- Draft and Final Photometric Analysis Memorandum
- Draft & Final Project Illumination Layout Exhibit

Assumptions

- Illumination Layout Exhibit will be for coordination with PMX and PSE.
- Illumination analysis will evaluate roadway light levels within project limits per City and WSDOT design manual guidelines.
- Others will pay any required review/permit fees.

Subtask 06-03 – Channelization & Signage Improvements

PHC will provide project channelization and signage improvement design services. The pavement marking design will match existing and will conform to the Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Traffic Manual, and City of Sumner standards.

Deliverables

- 30% Pavement Marking & Signage Plans
 - Two (2) sheets total for the combined channelization/signage sheets.
- 75%, 100%, and Final Bid Docs plans
 - Up to two (3) sheets total for the whole package
- 75%, 100%, and Final Bid Docs specifications and special provisions
- 30%, 75%, and 100%/Final Bid Doc Opinion of Probable Cost.

Assumptions

- The limits of striping and signage improvements are assumed to be from the south bridge abutment to Puyallup Street and up to 300' on each approach to Tacoma Ave intersections at Puyallup St and 45th St. Striping and signing beyond this area can be included for an additional fee.
- 1:20 scale for channelization and signing plans.

Subtask 06-04 – Temporary Traffic Control Plans

PHC will prepare site specific Traffic Control Plans (TCPs) to support the work on Tacoma Ave and Puyallup St. PHC will prepare TCPs that support safe work zone's while minimizing impact to traffic. PHC assumes that no traffic control plans or special provisions will be prepared for the preliminary 30% design stage. Preliminary traffic control estimate of construction costs for 30% deliverable will be estimated by Parametrix. PHC will develop Division 1 Traffic Control Special Provisions and provide a Traffic Control Estimate to Parametrix with subsequent submittals. The TCPs will conform to the Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Work Zone Traffic Control Guidelines, WSDOT Traffic Manual, and City of Sumner standards.

Deliverables

- 75%, 100%, and Final Bid Set TCPs
 - Up to eight (8) TCP sheets total for the whole package
 - One (1) General notes sheet
 - Site specific traffic control plans for up to four (4) traffic control scenarios
 - Up to two (2) typical pedestrian traffic control plans on two sheets
 - One (1) details sheet
- 75%, 100%, and Final Bid Set Traffic Control Special Provisions
- 75% and 100%/Final Bid Set Estimate.

Assumptions

PHC assumes the following:

- TCP's will be for assumed overlay, curb ramp upgrades (Puyallup St and 45th St intersections), and new traffic signal construction at the Puyallup St intersection.
- PMX will provide construction staging information.
- Plan will be not to scale (NTS). Approximately 1:40 scale for TCPs.
- Assumes no full closures or vehicle detours.

TASK 07 – BIDDING SUPPORT SERVICES

Subtask 07-02 – Bidding Support Service

PHC will provide answers to bidders' questions and addenda for design scope specific issues. Level of effort assumed for this task is up to three (3) bidders' questions and one addenda.

Optional Engineering Services (Not in Contract)

Provide Construction Services Support

At the option of the City, PHC will provide construction support services. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

Exhibit B
DBE Participation Plan

There is a 20% DBE requirement on this project. See attached DBE Inclusion Plan.

**City of Sumner
Tacoma Ave Overlay and Intersection
Disadvantaged Business Enterprise Inclusion Plan**

Founded as an MBE firm in 1969, Parametrix understands the challenges that Disadvantaged Business Enterprises (DBEs) face as they seek opportunities to expand their business. This plan outlines Parametrix's commitment to meet the DBE requirement of 20% established for this project.

Section 1 - Subcontracting

The table below lists the values as a percentage of the contract amount that Parametrix anticipates for participation by DBE firms.

Table 1. DBE Participation Percentages

Certification of Business Participation	Anticipated Percentage
Disadvantaged Business Enterprise	32.7%

Section 2 – Diverse Business Subcontractors

Subconsultants anticipated to be used on this project are listed below, along with descriptions of tasks to be performed.

Table 2. Subconsultant Task Descriptions

Name of DBE	DBE Certifications	Task Description	Anticipated DBE Subcontract Value
PH Consulting	DBE D5M0024799 MBE M5M0024799	Traffic Analysis, Illumination, Traffic Control	\$53,500.00
Apex Engineering	DBE D2F0026475 WBE W2F0026475	Surveying	\$20,252.00
HWA GeoSciences	DBE D5F0024692 MWBE M5F0024692	Geotechnical Engineering	\$29,504.00

Section 3 – Designated DBE Liaison

The DBE Liaison for this project will be Brenna Tumbling, the Project Manager. Her contact information is:

Brenna Tumbling, P.E.
Parametrix
Email: BTumbling@parametrix.com
Phone number: (253) 319-5595

Brenna's responsibilities as the DBE Liaison include:

- Providing monthly updates to the City's Project Manager that include utilization of DBE subconsultants, progress to date, and projections for future work.
- Ensuring success of the DBE firms on the team by supporting them in learning the processes and procedures of the City's contracting.

Section 4 – DBE Goal Attainment Strategy

Achieving the DBE requirement of 20 percent for this project will be accomplished by assigning Survey to Apex Engineering; Geotechnical Engineering to HWA GeoSciences; and Traffic Analysis, Illumination, and Traffic Control Plan preparation to PH Consulting. Their participation will be monitored frequently and reported on monthly invoices. Parametrix has successfully teamed with these firms on previous projects.

Section 5 – Prompt Payment and Dispute Resolution

The Parametrix process for monitoring and ensuring prompt payment to subconsultants starts with establishing the calendar by which our billing cycle operates so the subconsultant's invoice is timed with the Parametrix invoice submittal to the client. A calendar is provided to the subconsultant identifying the cutoff date for each monthly invoice. Parametrix's policy is to pay subconsultants no longer than 15 days after receiving payment from the client. In the event that any portion of an invoice is disputed, payment will be made for the non-disputed amounts.

For resolution of disputes, first a good faith negotiation between representatives of the subconsultant and Parametrix would take place. This would start with the subconsultant and Parametrix project managers and escalate to the principals of each firm if needed. The next step is nonbinding mediation under the Commercial Mediation Arbitration Rules and Mediation Procedures of the American Arbitration Association using a neutral mediator mutually acceptable to the parties, with the costs, therefore, shared equally. If the nonbinding mediation is not successful, final remedy would be through Superior Court in Pierce County, Washington.

Section 6 – Monitoring and Reporting Required DBE Participation

Our accounting system, BST10, allows us to track the monthly effort of the subconsultants and compare the results against the planned level of effort. Our Project Manager will meet regularly with the subconsultant (in person or via telephone), check progress, and address any questions or challenges they may have with either their technical work or their share of the work in order to monitor and attain the required goal. A report summarizing the status and progress toward goal attainment will be included with each monthly invoice and progress report. We will submit this information via the Diversity Management and Compliance System reporting system.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

See attached Scope of Work in Exhibit A.

B. Roadway Design Files

See attached Scope of Work in Exhibit A.

C. Computer Aided Drafting Files

See attached Scope of Work in Exhibit A.

D. Specify the Agency's Right to Review Product with the Consultant

See attached Scope of Work in Exhibit A.

E. Specify the Electronic Deliverables to Be Provided to the Agency

See attached Scope of Work in Exhibit A.

F. Specify What Agency Furnished Services and Information Is to Be Provided

See attached Scope of Work in Exhibit A.

II. Any Other Electronic Files to Be Provided

See attached Scope of Work in Exhibit A.

III. Methods to Electronically Exchange Data

E-mail and/or Consultant FTP site.

A. Agency Software Suite

Microsoft Office, Bluebeam.

B. Electronic Messaging System

Microsoft Outlook.

C. File Transfers Format

PDF, Microsoft Office.

Exhibit D

Prime Consultant Cost Computations

See budget estimate on the following page.

Note: If additional staff are needed to support the project, billing rates will be calculated based on direct hourly rate times a 3.0154 multiplier. This multiplier is calculated based on Direct Salary (DS) plus an Indirect Cost Rate (ICR) of plus a profit of 30% of direct labor as shown below:

DS = 1.0

ICR = 1.7154

Profit = 0.30

Total = 3.0154

Additionally, on Page 4 of 14, Section V, Payment Provisions will be amended such that the annual rate adjustment will occur effective October 1 of each calendar year.

Exhibit D
Budget Estimate
Tacoma Ave Overlay and Intersection

Exhibit D Budget Estimate Tacoma Ave Overlay and Intersection						Mallory Wilde		Brenna Tumbling		Chuck Schott		Marc Kendall		Sohrab Siddiqui		Kevin House		Matt Craig		Cooper Odegard		Katie Jensen		Steve Krueger		Kyle Bretherton		Christy Pope		Sarah A. Crackenberger		Amanda Lucas	
						Sr Consultant		Sr Engineer		Sr Engineer		Sr Engineer		Engineer III		Sr Consultant		Sr Engineer		Engineer III		Planner III		Sr Scientist/ Biologist		GIS Technician		Sr Project Control Specialist		Sr Project Accountant		Publications Supervisor	
						\$83.29		\$62.97		\$87.68		\$73.26		\$53.87		\$117.74		\$74.04		\$47.53		\$48.99		\$62.10		\$32.83		\$54.89		\$40.76		\$45.35	
						Multiplier: 3.0154		Cost Rates:		Burdened Rates:		\$251.15		\$189.88		\$264.39		\$220.91		\$162.44		\$355.03		\$223.26		\$143.32		\$147.72		\$187.26		\$99.00	
Task	SubTask	Description	Labor Dollars	Labor Hours	% Performed After 10-1-24	Labor Escalation*																											
01		Project Management and Quality Control	\$35,054.51	174		\$350.55	12	52	32	26	16	0	0	0	0	4	0	16	16	0													
	01	Project Management and Coordination	\$25,670.58	132	25%	\$ 256.71	2	50	32	0	16	0	0	0	0	0	0	16	16	0													
		PM Monthly Calls with City (16 mos)	\$3,634.16	16				8	8																								
		Kickoff and Design Progress Meetings (4 total, in-person)	\$3,634.16	16				8	8																								
		Bi-weekly Internal Team Meetings (16 mos)	\$8,348.32	40				8	16		16																						
		Progress Reports and Invoices (16 mos)	\$6,133.81	40				8										16	16														
		Budget and Schedule Tracking (16 mos)	\$2,658.32	14				14																									
		Project Planning and Correspondence (16 mos)	\$1,261.82	6			2	4																									
	02	Quality Assurance/Quality Control	\$9,383.92	42	25%	\$ 93.84	10	2	0	26	0	0	0	0	0	4	0	0	0	0													
		QMP	\$882.06	4			2	2																									
		NEPA DCE	\$749.03	4												4																	
		30% PS&E	\$1,385.94	6			2			4																							
		75% PS&E	\$3,153.20	14			2			12																							
		100% PS&E	\$2,269.57	10			2			8																							
		Final Bidding Documents	\$944.12	4			2			2																							
02		Survey and Mapping	\$1,437.32	6		\$0.00	0	2	4	0	0	0	0	0	0	0	0	0	0	0													
		Survey and Mapping (see below for sub costs)	\$1,437.32	6		\$ -	0	2	4	0	0	0	0	0	0	0	0	0	0	0													
		Subconsultant management	\$379.76	2				2																									
		Review deliverables	\$1,057.56	4					4																								
03		Preliminary Design	\$33,051.44	176		\$0.00	0	8	30	0	84	6	12	34	0	0	0	0	0	2													
	01	Conceptual Design	\$13,164.75	64		\$ -	0	2	10	0	24	6	12	10	0	0	0	0	0	0													
		Conceptual Roadway Roll Plot	\$6,013.67	32					8		24																						
		Storm Basin Area Takeoffs and MR Confirmation	\$1,812.98	12				2						10																			
		Conceptual Roundabout Exhibit	\$3,652.73	14								4	10																				
		Coordination with PH for RBT ICE	\$1,685.37	6					2			2	2																				
	02	Geotechnical Engineering (See below for sub costs)	\$1,437.32	6		\$ -	0	2	4	0	0	0	0	0	0	0	0	0	0	0													
		Subconsultant management	\$379.76	2				2																									
		Review deliverables	\$1,057.56	4					4																								
	03	30% Design Plans	\$18,449.36	106		\$ -	0	4	16	0	60	0	0	24	0	0	0	0	0	2													
		Concept Design Review Comment Responses	\$528.78	2					2																								
		Storm Technical Memo / Exhibit	\$2,946.41	20				2						16						2													
		30% Opinion of Cost and Bid Item List	\$1,117.96	7							6			1																			
		Cover sheet, index, Vicinity Map (1)	\$589.27	3					1		2																						
		General Notes and Abbreviations (1)	\$914.15	5					1		4																						
		Roadway Plan and Profile (3)	\$5,380.38	32				2	2		24			4																			
		Signal and Illumination Plans and Details (3)	\$4,835.13	26					6		20																						
		Address QC Comments, compile, submit to City	\$2,137.29	11					4		4			3																			
04		Environmental Permitting and Documentation	\$9,607.73	59		\$0.00	0	4	4	0	0	0	0	0	26	15	6	0	0	4													
	01	NEPA Documented Categorical Exclusion Form	\$9,607.73	59		\$ -	0	4	4	0	0	0	0	0	26	15	6	0	0	4													
		Environmental review	\$2,611.52	17										10	5	2																	
		NEPA Kickoff Meeting w WSDOT	\$1,578.50	8				2	2						2	2																	
		DCE Form - Draft	\$2,856.58	18				1	1					8	4		2			2													
		DCE Form - Final	\$2,561.13	16				1	1						6	4	2			2													
05		Plans, Specifications, and Estimate (PS&E)	\$107,297.31	580		\$2,454.50	0	26	135	0	355	0	0	38	0	0	0	0	0	26													
	01	75% Bid Documents	\$61,246.54	334	25%	\$ 612.47	0	5	73	0	228	0	0	20	0	0	0	0	0	8													
		30% Design Review Comment Responses	\$2,736.84	14				2	4		8																						
		75% Specifications	\$11,150.47	60				2	16		30			4						8													
		Identify utility conflicts	\$2,357.08	12					4		8																						
		Pothole Plan, and utility potholing coordination**	\$2,681.96	14					4		10																						
		75% Opinion of Cost	\$2,591.46	15				1	2		8			4																			
		Cover sheet, index, Vicinity Map (1)	\$324.88	2							2																						
		General Notes and Abbreviations (1)	\$324.88	2							2																						
		Survey datum/H&V control plan (1)	\$2,153.18	12							10																						
		Erosion Control Plan (3)	\$3,541.89	20					4		10			6																			
		Site Prep Plan (3)	\$2,863.42	17					1		16																						
		Roadway Plan and Profile (3)	\$5,529.40	32					4		24			4																			
		Intersection Details (4)	\$9,141.49	50					10		40																						
		Misc Details (1)	\$3,006.84	16					4		12																						
		Signal and Illumination Plans and Details (4)	\$9,141.49	50					10		40																						
		Address QC Comments, compile, submit to City	\$3,701.28	18					8		8			2																			

Exhibit D
Budget Estimate
Tacoma Ave Overlay and Intersection

					Cost Rates:	\$83.29	\$62.97	\$87.68	\$73.26	\$53.87	\$117.74	\$74.04	\$47.53	\$48.99	\$62.10	\$32.83	\$54.89	\$40.76	\$45.35
					Burdened Rates:	\$251.15	\$189.88	\$264.39	\$220.91	\$162.44	\$355.03	\$223.26	\$143.32	\$147.72	\$187.26	\$99.00	\$165.52	\$122.91	\$136.75
Task	SubTask	Description	Labor Dollars	Labor Hours	% Performed After 10-1-24	Labor Escalation*													
	02	100% Bid Documents	\$38,287.50	202	100%	\$ 1,531.50	0	18	54	0	106	0	0	14	0	0	0	0	10
		75% Design Review Comment Responses	\$5,473.67	28				4	8		16								
		100% Specifications	\$5,796.74	34				4	4		16			2					8
		Bid forms and project manual appendices	\$4,416.11	24				4	4		16								
		Patented/Proprietary Item Form and MEF	\$3,656.59	20					4		16								
		Construction Schedule	\$1,382.44	6					4		2								
		SWPPP	\$1,799.83	12				2						8					2
		100% Opinion of Cost	\$2,114.94	12					2		8			2					
		100% Plans (31 sheets)	\$9,945.87	48				4	20		24								
		Address QC Comments, compile, submit to City	\$3,701.28	18					8		8			2					
	04	Final Bidding Documents	\$7,763.27	44	100%	\$ 310.53	0	3	8	0	21	0	0	4	0	0	0	0	8
		100% PS&E Review Comment Responses	\$616.71	3				1	1		1								
		Final Technical Specifications	\$2,652.29	16				2	2		4								8
		Final Opinion of Cost	\$853.66	4					2		2								
		Final Bid Plans (31 sheets)	\$2,764.70	16					2		12			2					
		Address QC Comments, compile, submit to City	\$875.91	5					1		2			2					
06		Detailed Design Services - PH Consulting	\$3,403.42	14		\$68.07	0	4	10	0	0	0	0	0	0	0	0	0	0
		Detailed Design Services (see below for sub costs)	\$3,403.42	14	50%	\$ 68.07	0	4	10	0	0	0	0	0	0	0	0	0	0
		Subconsultant management	\$759.52	4				4											
		Review deliverables	\$2,643.90	10					10										
07		Bidding Support	\$8,536.60	40		\$341.46	0	0	20	0	20	0	0	0	0	0	0	0	0
		Bidding Support	\$8,536.60	40	100%	\$ 341.46	0	0	20	0	20	0	0	0	0	0	0	0	0
		Bidder Question Responses (3)	\$2,115.12	8					8										
		Bid addendum (2)	\$6,421.48	32					12		20								
08		Management Reserve	\$11,000.00	0		\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0
		Management Reserve	\$11,000.00	0		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0
				0															
Labor Totals:			\$209,388.32	1,049			12	96	235	26	475	6	12	72	26	19	6	16	32
Escalation Amount***:						\$3,214.57													
Totals:			\$212,602.90				\$3,013.83	\$18,228.45	\$62,131.71	\$5,743.61	\$77,158.81	\$2,130.20	\$2,679.12	\$10,319.18	\$3,840.84	\$3,557.87	\$593.97	\$2,648.24	\$1,966.52
Subconsultants			Subconsultant Budget				Notes: * Billing rates are updated annually on October 1. Labor inflation of 4% is added for each escalation cycle. ** If required. Potholing will require approval from City. Expense assumes up to 6 potholes at \$2000 each. *** DBE Participation.												
Apex Engineering***			\$20,252.00	6.4%															
HWA Geosciences***			\$29,504.00	9.3%															
PH Consulting***			\$53,500.00	16.9%															
Subconsultants Total:			\$103,256.00	32.7%															
Other Direct Expenses																			
Mileage (100 miles at \$0.655/mile			\$ 65.50																
Potholing** (Up to 6 potholes provided by APS Locates, if required)			\$ 12,000.00																
Other Direct Expenses Total:			\$12,065.50																
Project Total			\$327,924.40																

Notes:
* Billing rates are updated annually on October 1. Labor inflation of 4% is added for each escalation cycle.
** If required. Potholing will require approval from City. Expense assumes up to 6 potholes at \$2000 each.
*** DBE Participation.



**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 31, 2023

Parametrix, Inc.
1019 39th Ave. SE, Suite 100
Puyallup, WA 98374-2215

Subject: Acceptance FYE 2022 ICR – Cognizant Review

Dear Brent Diemer,

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 171.54% of Combined/Corporate (rate includes 0.28% Facilities Capital Cost of Money) based on the “Cognizant Review” from the WSDOT Audit Office. 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.

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

[Schatzie Harvey \(Jun 1, 2023 05:57 PDT\)](#)

Jun 1, 2023

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:HK

Certification of Final Indirect Costs

Firm Name: Parametrix, Inc.

Indirect Cost Rate Proposal: 171.54

Date of Proposal Preparation (mm/dd/yyyy): 4/14/23

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 12/30/2022

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature:  _____

Name of Certifying Official* (Print): Brent Diemer

Title: CFO, Executive VP

Date of Certification (mm/dd/yyyy): 04/14/2023

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

PARAMETRIX, INC.

**Statement of Direct Labor, Fringe Benefits and General Overhead
For the Fiscal Year Ended December 30, 2022**

Description	General Ledger Balance for the Fiscal Year Ended December 30, 2022	Unallowable Expenses	Ref.	Proposed Amount	Percent
Direct Labor	\$ 39,365,630	\$ -		\$ 39,365,630	100.00%
Fringe Benefits:					
Vacation, sick leave, holidays	9,170,364			9,170,364	23.30%
Payroll taxes	5,563,770	(37,702)	E	5,526,068	14.04%
Medical insurance	5,497,553			5,497,553	13.97%
ESOP retirement plan	7,500,000			7,500,000	19.05%
Total Fringe Benefits	27,731,687	(37,702)		27,693,985	70.35%
General Overhead:					
Administrative salaries	12,666,460	(141,287)	A	12,525,173	31.82%
Training salaries	1,090,894			1,090,894	2.77%
Bonuses/miscellaneous salaries	7,734,512	(1,721,935)	B	6,012,577	15.27%
Direct selling salaries	1,305,900			1,305,900	3.32%
Bid and proposal salaries	3,713,172			3,713,172	9.43%
Advertising expense	206,563	(206,563)	C		0.00%
Direct selling expenses	102,578	(45,444)	D	57,134	0.15%
Excise taxes	2,055,009			2,055,009	5.22%
Insurance	951,290			951,290	2.42%
Office rent	3,881,768			3,881,768	9.86%
Office expenses and supplies	180,825	(88,569)	F	92,256	0.23%
Staff appreciation/awards	325,829	(312,170)	G	13,659	0.03%
Printing, copier/printer supplies	41,078			41,078	0.10%
Telephone	153,177			153,177	0.39%
Depreciation (including gain/loss on disposal)	1,680,409			1,680,409	4.27%
Amortization	16,667	(16,667)	H		0.00%
Business meals	7,075	(7,075)	I		0.00%
Auto expense	311,555	(17,753)	J	293,802	0.75%
Billed in-house autos	(228,870)			(228,870)	-0.58%
Office travel	603,964	(160,897)	K	443,067	1.13%
Subscriptions, library material	106,071			106,071	0.27%
Dues	174,062	(24,225)	L	149,837	0.38%
Donations	57,011	(57,011)	M		0.00%
Professional licenses	39,233			39,233	0.10%
Postage, couriers, freight	39,297			39,297	0.10%
Training/education	389,260	(12,401)	N	376,859	0.96%
Field equipment/supplies	17,112			17,112	0.04%
Survey equipment/supplies	137,464			137,464	0.35%
Health and safety equipment/supplies	24,646			24,646	0.06%
Billed in-house equipment	(404,069)			(404,069)	-1.03%
Office furniture	8,608			8,608	0.02%
Office equipment	192,295	(41)	O	192,254	0.49%
Computer supplies, circuits	589,758			589,758	1.50%
Software/maintenance	2,832,226			2,832,226	7.19%
Recruiting costs	68,955			68,955	0.18%
Payroll, legal and audit	279,492	(51,113)	P	228,379	0.58%
Temporary Labor	55,541			55,541	0.14%
Consulting services	1,103,882	(114,000)	Q	989,882	2.51%
Bad debts	118,300	(118,300)	R		0.00%
Office moving/remodeling	18,779			18,779	0.05%
Personal property taxes	42,800			42,800	0.11%
Utilities/building maintenance	109,426			109,426	0.28%
Finance, bank charges	31,828	(11,308)	S	20,520	0.05%
Total General Overhead	42,831,832	(3,106,759)		39,725,073	100.91%
Total Indirect Costs	\$ 70,563,519	\$ (3,144,461)		\$ 67,419,058	171.26%
Percentage of Direct Labor (Less FCC)	179.25%			171.26%	
Facilities cost of capital (FCC)		110,070	T	110,070	0.28%
				\$ 67,529,128	
Percentage of Direct Labor (Includes FCC)				171.54%	

See accompanying notes.

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

There are three sub-consultants on the project identified in the scope of work in Exhibit A. The following pages are the cost computations for the sub-consultants:

- Apex Engineering
- HWA Geosciences
- PH Consulting



Project Budget Worksheet

Project Name **Tacoma Avene Overlay**

Location: Sumner

Prepared By: T. McDaniel

Project #: 37153

Phase Group #: 00

Task #:	00
---------	----

Date: 12-Dec-23

Labor Hours by Classification													
Staff Type # (See Labor Rates Table)		10	11	12	20	21	31	61	70	63	68	71	
Staff Type Hourly Rate		\$220	\$220	\$220	\$200	\$190	\$180	\$145	\$165	\$190	\$190	\$90	
Drawing/Task Title	Labor Code	Principal Engineer	Principal Planner	Principal Surveyor	Professional Engineer	Professional Surveyor	Project Manager	Survey Technician	Survey Field Coordinator	Survey Crew Chief	2-Man Survey Crew	Administrative	Hour Total
Horizontal and Vertical Control Utility locates Topo Uilty Dips Survey Locates of Potholes				2			1	8	1		6		18.0
								2			4		6.0
				4			3	16	3		24		50.0
				2			1	8	1		6		18.0
													0.0
													0.0
				0.5			0.5	2	1		6		10.0
													0.0
													0.0
													0.0
													0.0
													0.0
													0.0
													0.0
Site Labor Total (Alternates NOT Incl)													
													0.0
													0.0
													0.0
Hours Total with Building (Alternates NOT Incl)		0.0	0.0	8.5	0.0	0.0	5.5	36.0	6.0	0.0	46.0	0.0	102.0
Labor Total with Building (Alternates NOT Incl)		\$0	\$0	\$1,870	\$0	\$0	\$990	\$5,220	\$990	\$0	\$8,740	\$0	

Expenses		Reimbursable	
	rate/unit	Quantity	Cost
Wide Format Plotting Sets			
Title Company and Research			
Mileage/Travel/Per Diem			
Miscellaneous Fees			
Monuments, Hubs and Lath			
Total			\$0

Subconsultants	
Utility locates	\$2,200
Subconsultant Subtotal	\$2,200
Markup	11%
Total	\$2,442

Billed Labor Total	\$17,810
Reimbursable Expenses	\$0
Subconsultants	\$2,442
Total Project Budget	\$20,252

Rate Table Used: 2023 Rates

Scope of Work

Coordinate locations of explorations with Client. Subcontract development of traffic control plans (TCPs).
Prepare Right of Way Use permit application and submit to City, along with TCPs, for approval.
Visit site and mark locations of 2 boreholes and 6 pavement cores and arrange for utility locates through Utility Notification Center.
Visual assessment of pavement conditions will be performed while marking locations of explorations. Any areas likely requiring full-depth repairs will be recorded using GPS.
Boreholes will be located within Tacoma Ave and Puyallup St, at the intersection, to provide information for new signal foundations.
Pavement cores will be located in both travel lanes at 6 locations spaced at relatively uniform intervals along the alignment.
Conduct pavement coring at 6 locations. Shallow hand dug explorations (up to 2 feet deep) will be completed at each core location. Backfill each core hole with compacted soils and patch with Aquaphalt.
Conduct hollow stem auger borings at 2 locations to depths of about 20 feet each. Boreholes will be backfilled with bentonite chip per Department of Ecology requirements and patched with concrete.
Create logs of explorations and assign laboratory testing.
Perform engineering analyses for pavement rehabilitation and luminaire foundations based on subsurface conditions.
Prepare a draft geotechnical report presenting the results of the pavement cores, borings, laboratory testing and engineering recommendations.
Finalize report after receipt of review comments.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2024 HOURLY RATES							TOTAL HOURS	TOTAL AMOUNT
	Geol. VIII \$85.00	Engr. VIII \$87.50	Engr. V \$58.50	Geol. IV \$46.00	Geol. II \$31.00	CAD \$32.50	Contracts \$33.00		
Project Setup/Coordination		2					2	4	\$241
Subcontract TCPs, Prepare ROW Use Permit & Submit to City				4				4	\$184
Visit Site & Mark 2 Boreholes and 6 Pavement Cores		8		8				16	\$1,068
Arrange Utility Locates				2				2	\$92
Conduct Pavement Coring				10	10			20	\$770
Log Drilled Borings				10				10	\$460
Prepare Exploration Logs and Assign Lab Testing		2			4			6	\$299
Engineering Analyses		8						8	\$700
Prepare Draft Report		8		8	4	4		24	\$1,322
Finalize Report		2						2	\$175
Consultation / Project Management / QA/QC		2						2	\$175
DIRECT SALARY COST (DSC):	0	32	0	42	18	4	2	98	\$5,486

GEOTECHNICAL LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Grain Size Distribution	12	\$135	\$1,620
Grain Size & Hydro	0	\$250	\$0
LABORATORY TOTAL:			\$1,620

ESTIMATED DIRECT EXPENSES:

Mileage @ IRS rate	\$175
Drilling Subcontractor	\$4,500
Development of Traffic Control Plans	\$1,000
Pavement Core Charge \$75/core	\$450
Traffic Control for Borings & Pavement Cores	\$4,200
Laboratory Testing	\$1,620
TOTAL DIRECT EXPENSES:	\$11,945

PROJECT TOTALS AND SUMMARY:

Direct Salary Cost (DSC)	\$5,486
OH @ 190.07% DSC	\$10,427
FF @ 30% DSC	\$1,646
Total Labor	\$17,559
Direct Expenses	\$11,945
GRAND TOTAL:	\$29,504

Assumed Conditions:

- Geotechnical evaluation includes physical soil properties only; does not include evaluation of potentially contaminated soils, fill, or ground water, or the identification of wetland areas. In the event contaminated soils appear to be present, HWA will collect samples and contact the Owner/Designer for directions.
- All hours and items are estimated, and may be shifted between tasks within the limits of the total budget at the discretion of HWA's project manager.
- Assumes that no permit fee will be required by the City.

PH Consulting Staff Category	Hours	Rate	Cost
Principal	39	\$ 100.00	\$ 3,900.00
Senior Project Manager	2	\$ 90.00	\$ 180.00
Senior Traffic Engineer	79	\$ 75.00	\$ 5,925.00
Project Engineer	70	\$ 65.00	\$ 4,550.00
CAD Designer III	102	\$ 50.00	\$ 5,100.00
Engineering Design Technician	30	\$ 45.00	\$ 1,350.00
Office Administrator	8	\$ 40.00	\$ 320.00
Total Hours	330		\$ 21,325.00

Direct Labor Cost \$ 21,325.00

Overhead Rate @ 120.25% of Direct Labor \$ 25,643.31

Fee @30% of Direct Labor \$ 6,397.50

Direct Salary Cost \$ 53,365.81

Direct Expenses	Unit	Cost	Total
Traffic Counts		\$ -	\$ -
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Travel (Airfare, Hotel)	1	\$ -	\$ -
Other Expenses (Blueline)	1	\$ -	\$ -
2023 Mileage Rates	1	\$0.655/Mi	\$ 134.19

Sub-Total Direct Expenses \$ 134.19

Subconsultants

\$ -
\$ -
\$ -

Sub-Total Subconsultants \$ -

Sub-Total Project Fee Estimate \$ 53,500.00

Management Reserve (~5%)

Total Fee \$ 53,500.00

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Designer III	Associate Engineer	Office Administrator	Total
	Direct Rate	\$ 100.00	\$ 90.00	\$ 75.00	\$ 65.00	\$ 50.00	\$ 45.00	\$ 40.00	
	Hourly Rate	\$ 250.25	\$ 225.23	\$ 187.69	\$ 162.66	\$ 125.13	\$ 112.61	\$ 100.10	
6.0	DETAILED DESIGN SERVICES								
	Project Coordination & Meetings	12		16	12	8		8	56
	Site Visit	4		4					8
	30% Design Submittal								0
	Draft Tech Design & Traffic Analysis Memo	2		8	8	4			22
	Illumination Analysis & Coordination	4		2		16			22
	Channelization & Signage Plans			2	4	24			30
	Engineering Estimate	1		1	4	4			10
	75% Design Submittal								0
	Final Tech Design & Traffic Analysis Memo	2		8	8				18
	Illumination Analysis & Coordination	4		2		8			14
	Channelization & Signage Plans	2		8	4	24			38
	Temporary Traffic Control Plans	2		8			16		26
	Engineering Estimate			2	4		2		8
	Special Provisions			4	8		2		14
	100% Design Submittal (WSDOT)								0
	Illumination Coordination	2				2			4
	Channelization & Signage Plans			2		8			10
	Temporary Traffic Control Plans			2			8		10
	Engineering Estimate		1	1	1				3
	Special Provisions		1	2	4				7
	Final Bid Docs Design Submittal								0
	Channelization & Signage Plans	1		1	1	2			5
	Temporary Traffic Control Plans	1		1			2		4
	Special Provisions			1	2				3
									0
	Task 6.0 Total Hours	37	2	75	60	100	30	8	312
	Subtotal Task 6.0	\$ 9,259.25	\$ 450.45	\$ 14,076.56	\$ 9,759.75	\$ 12,512.50	\$ 3,378.38	\$ 800.80	\$ 50,237.69
7.0	BIDDING & AWARD SERVICES								
	Bidders Questions (3)	1		2	6				9
	Addenda (1)	1		2	4	2			9
	Task 7.0 Total Hours	2	0	4	10	2	0	0	18
	Subtotal Task 7	\$ 500.50	\$ -	\$ 750.75	\$ 1,626.63	\$ 250.25	\$ -	\$ -	\$ 3,128.13
	CONSTRUCTION MANAGEMENT SERVICES (FUTURE)								
									0
	Task 0.0 Total Hours	0	0	0	0	0	0	0	0
	Subtotal Task 0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	PH TOTAL HOURS	39	2	79	70	102	30	8	330
	TOTAL ALL TASKS	\$ 9,759.75	\$ 450.45	\$ 14,827.31	\$ 11,386.38	\$ 12,762.75	\$ 3,378.38	\$ 800.80	\$ 53,365.81

PH Consulting LLC
Summary of Direct Labor Costs
Effective January 1, 2024-December 31, 2024

Job Classifications	Maximum Direct Labor Rate	Indirect Cost Rate 120.25%	Fixed Fee 30%	Maximum Billing Rate
Principal	\$ 110.00	\$ 132.28	\$ 33.00	\$ 275.28
Sr Project Manager	\$ 105.00	\$ 126.26	\$ 31.50	\$ 262.76
Project Manager	\$ 95.00	\$ 114.24	\$ 28.50	\$ 237.74
Senior Traffic Engineer	\$ 85.00	\$ 102.21	\$ 25.50	\$ 212.71
Project Engineer	\$ 75.00	\$ 90.19	\$ 22.50	\$ 187.69
Associate Engineer	\$ 65.00	\$ 78.16	\$ 19.50	\$ 162.66
Engineering Design Technician	\$ 55.00	\$ 66.14	\$ 16.50	\$ 137.64
Engineering Intern	\$ 40.00	\$ 48.10	\$ 12.00	\$ 100.10
CAD Manager	\$ 65.00	\$ 78.16	\$ 19.50	\$ 162.66
CAD Designer III	\$ 60.00	\$ 72.15	\$ 18.00	\$ 150.15
CAD Designer II	\$ 50.00	\$ 60.13	\$ 15.00	\$ 125.13
CAD Designer I	\$ 45.00	\$ 54.11	\$ 13.50	\$ 112.61
Office Administrator	\$ 50.00	\$ 60.13	\$ 15.00	\$ 125.13
Office Assistant	\$ 40.00	\$ 48.10	\$ 12.00	\$ 100.10

Direct non-salary costs will be billed at actual costs.
Direct Mileage will be billed at current approved IRS mileage rate.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Federal Highway Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Washington State Department of Transportation specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Federal Highway Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Federal Highway Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Federal Highway Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Federal Highway Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G ***Certification Document***

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☒ Mayor

☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility
Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

SUBJECT: Substitute Ordinance No: 2875 - Utility Rate Adjustments

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Substitute Ordinance No. 2875 - Utility Rate Adjustments

STAFF CONTACT: Michael Kosa, City Engineer, Andrew Leach, Associate Engineer

SUMMARY BACKGROUND:

The City of Sumner manages three utilities: water, sewer and stormwater. The operations of the utilities are supported in large part by rate payers and system development charges. The City contracted with the FCS Group to perform the 2023 rate study and System Development Charges (SDC) study for our water, sewer and stormwater utilities. Due to limited staff time and the challenge of incorporating the study simultaneously with the budget cycle, it was decided to change to conducting the study on the off years from the budget cycle. The City Council was provided a summary of the study results that indicated a need for rate increases to adequately fund the operations, maintenance, and capital of each utility.

At the December 4th, 2023 City Council Meeting Ordinance No. 2875 was adopted. An error was found on the Exhibit "A" Fee Schedule under the Fire Flow section. This section incorrectly listed the past fee as \$0.79 and that the fee would be updated to \$0.83 with the adoption of the ordinance. The correct past fee was \$1.79 and the new fee should be \$1.86. This Substitute Ordinance No. 2875 fixes the error and correctly list the new fire flow fee as \$1.86.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 1/9/2024 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Substitute Ordinance No. 2875 - Utility Rate Adjustments.

**SUBSTITUTE
ORDINANCE NO. 2875**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON AMENDING THE UTILITY RATES.**

WHEREAS, the Sumner City Council agreed with delaying the biennial utility rate study until 2023 to coincide with off-cycle years of the biennial budget for City provided utilities; and

WHEREAS, the 2023 utility rate study determined the water sewer and stormwater utilities were generating insufficient revenues to cover the annual operating and capital costs and recommended a rate adjustment; and

WHEREAS, the Sumner City Council has determined that adjustments in these utility system development charges are necessary in order to maintain the financial health of the City of Sumner's utility operations.

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

Section 1. Fee Schedule Amended. The City's Utility Rates as set forth in the Sumner Utility Rate and Fee Schedule are hereby amended to reflect ~~effective January 1, 2024~~, an increase in rates for the water utility of 4.0%, for the sewer utility of 4.5% and for the stormwater utility 6.0%. The Table attached as Exhibit A reflects the proposed rates.

Section 2. SMC 13.24.360 (D) Amendment. SMC 13.24.360 (D) shall be amended as follows: Each and every commercial, industrial, multifamily and institutional building served by the water system that has 5,000 square feet or more of floor area shall pay a monthly standby fire protection fee. The monthly fire protection service fee shall be in accordance with the Sumner utility rate and fee schedule as currently adopted or amended ~~be in be \$0.79~~ assessed per each 1,000 square feet of floor area calculated to the nearest 1,000 square feet for all buildings with 5,000 square feet or more of floor area. Said fee shall be charged whether the building has an active water metered service or not. As long as the building stands, fire protection is needed and the property owner will pay said fee. There is no charge to a building having a floor area less than 5,000 square feet. The monthly fire protection service fee is specified in the Sumner utility rate and fee schedule.

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 4. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner

Municipal Code, the provisions of this ordinance shall control.

Section 5. Effective Date. This Ordinance shall become effective five (5) days from and after its passage, approval, and publication as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington at a regular meeting thereof this 16th day of January, 2024.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

Exhibit "A"			
Sumner Utility Rate and Fee Schedule			
Monthly Utility Rates		SMC Title 13- Public Services	
		Effective 1/1/2023	Effective 1/1/2024
		Tax included	Tax included
		2023	2024
Water (15% Surcharge for outside city limits)			
BASED ON METER SIZE AND FLOW IN 100 CU FT (7.48 gal = 1 cu ft)			
per ea 100cf	1 - 1000 cu ft	\$ 2.35	\$ 2.45
	1,000 - 2,000 cu ft	3.10	\$ 3.22
	2,000 cu ft & above	3.70	\$ 3.85
Base Rates	3/4"	26.92	\$ 28.00
Irrigation meters pay 50% base rates	1"	65.20	\$ 67.81
	1 1/2"	130.39	\$ 135.61
	2"	208.56	\$ 216.90
	3"	391.11	\$ 406.75
	4"	651.77	\$ 677.84
	6"	1,337.15	\$ 1,390.63
	8"	2,085.72	\$ 2,169.15
Storm	1.5% Tax		
BASED ON SQ. FT OF IMPERVIOUS AREA (1 ESU = 2400 sq ft)			
	Per ESU	\$ 17.32	\$ 18.36
Sewer (25% Surcharge for outside city limits)	8.53% Tax		
BASED ON WATER FLOW (minimum includes 500 cu ft)			
per ea 100cf	Flow >500 cu ft	\$ 9.20	\$ 9.61
Minimum	Single family residential	62.43	\$ 65.24
	Multi-family (per unit)	53.25	\$ 55.65
	All other customers	62.43	\$ 65.24
Fire Flow			
BASED ON SQ. FT. OF BUILDING (for all buildings 5,000 sq. ft. or more)			
SMC 13.24.360 (D)	Per 1000 sq ft	\$ 0.79	\$ 0.83
		\$ 1.79	\$ 1.86
		Effective 10/1/2021	Effective 1/1/2024
Sewer System Development Charge	Per equivalent residential unit (ERU)	\$6,150.00	\$5,727.00
Stormwater System Development Charge	Per equivalent service unit (ESU)	\$3,740.00	\$2,626.00
Water System Development Charge ^{1,2}	Per meter equivalent (ME)	\$7,699.00	\$7,717.00
1. Single family dwelling and first unit per building for multi-family per meter size; Every other unit per building in multi-family dwellings as 3/4 of an ME			
2. Each industrial customer based on 3.5 ME per acre			
Meter size in inches		Effective 10/1/2021	Effective 1/1/2024
0.75		\$7,698.85	\$7,717.00
1		\$19,247.15	\$19,292.50
1.5		\$38,494.35	\$38,585.00
2		\$61,590.90	\$61,736.00
3		\$115,482.96	\$115,755.00
4		\$192,445.01	\$192,925.00
6		\$384,943.22	\$385,850.00
8		\$615,909.16	\$617,360.00

SUBJECT: Operations Facility - Contract Award for Construction Management Services

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$2,361,687.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract w/ Scope & Fee

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

SUMMARY BACKGROUND:

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

Seven (7) Statement of Qualifications were received on November 28, 2023 for this project. KBA, Inc. was selected to provide consulting services for this project through a qualification-based selection process. An agreement with a maximum amount payable of \$2,361,687.00 was negotiated for construction management services.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 1/9/2024 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with KBA, Inc. in an amount not-to-exceed \$2,361,687 for the Operations Facility Project (CIP 17-13), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

KBA, Inc.

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and KBA, Inc., organized under the laws of the State of Washington, located and doing business at 2367 Tacoma Ave S, Suite 204, Tacoma, WA 98402, Cameron Bloomer, (206) 819-7148 (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

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

See Exhibit A – Sumner Operations Facility, Construction Management Services (CIP 17-13). Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

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

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by 12/31/2026.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$2,361,687.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT: By: _____ <i>(signature)</i> Print Name: _____ Title: _____ <i>(Title)</i> DATE: _____	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> <i>(Title)</i> DATE: _____ By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____ Approved as to Form: Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Cameron Bloomer KBA, Inc. 2367 Tacoma Ave S, Suite 204 Tacoma, WA 98402 206-819-7148 cbloomer@kbacm.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Drew McCarty, Engineering Specialist City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5719 drewm@sumnerwa.gov

EXHIBIT A

SCOPE OF SERVICES

for

Sumner Operations Facility

KBA, Inc. (Consultant) will provide Construction Management (CM) services to City of Sumner (Client), for the project known as ***Sumner Operations Facility*** (Project). These services will include consultation, contract administration, field observation, documentation, and material testing, special inspections, and commissioning as required during the construction of the Project, as detailed below.

Project Description: A new Operations Facility for the City of Sumner consisting of six buildings to replace the current facility on a different site. The buildings are as follows: Building A is a single-story building with space for administrative offices, crew rooms, locker rooms, and other spaces; Building B is a single-story, partially open storage building for vehicles and equipment; Buildings C and D are single-story pre-engineered metal buildings with uses ranging from storage to fabrication and repair spaces; Building E is a single-story, partially open storage building for vehicles and equipment; Building F is a single-story building consisting of partial open storage for vehicles and equipment with a fully enclosed portion used for storage by the City of Sumner Police Department. Work also includes parking and other improvements to the 6.6 acre site. The Designer of Record on this Project is TCF Architecture, PLLC (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. Communication on Consultant contractual issues will be with the Client. 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*

B. Design-Phase Constructability Review (Optional)

1. Advise Designer and Client as requested, on challenging constructability issues.

2. **Constructability Reviews:** Participate in Constructability reviews at the following milestones:

a. **100% Stage Review**

- i. Review the 100% Plans, Project Manual/Contract Provisions, and Engineer's Estimate for such things as:
 - Constructability and operability
 - General clarity
 - Consistency among standard specifications, amendments, and special provisions/bid items
 - Completeness and adequacy of bidding and contracting documents/forms
 - Special Provisions for non-standard items
 - Pay items for construction elements
- ii. One review cycle. Meet with Client and/or Designer staff to present and discuss comments. Prepare and submit Constructability Review Comments spreadsheet along with red-line markup of the documents.

Deliverables

- *100% stage Constructability Review Comments on Excel spreadsheet, and red-line markups on .pdf*

C. 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.
4. Cloud Based Document Management System Preparation
 - a. Setup system for project use
 - b. Provide training to Client and contractor

Deliverables

- *Preconstruction Conference Notice, Agenda, and Notes*
- *Preconstruction photos stored on electronic medium*

D. Construction Phase Services – Contract Administration

1. Liaison with the Client, construction contractor, Designer, appropriate agencies, adjacent property owners, and utilities.
2. 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.
3. 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.
4. 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.
5. Prepare weekly statement of working days and distribute to the Client and Contractor.
6. 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.
7. Change Management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders.
8. 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.
9. Notify construction contractor of work found in noncompliance with the requirements of the contract.
10. Assist the Client in the investigation of malfunctions or failures observed during construction.
11. 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.
12. 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.
13. Document Control. Establish and maintain document filing and tracking systems, following Consultant guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
 - a. Electronic documentation will be stored in a Project Website, using Autodesk Construction Cloud, 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 Autodesk Construction Cloud Document Management System, and ongoing support as needed.

- b. The Project website site will transition to “read-only” access upon expiration of the Agreement, or upon project completion and transfer of final records, whichever occurs first. Transference of final records will include a digital copy of the files stored in the Project website site. Access to the website will expire 60 days after transference of final records.
14. 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.
15. 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*
- *RFI Log*
- *Change Order(s)*
- *Progress Pay Requests*
- *Certificate Letters of Completion, if requested*
- *Final records – electronic only*

E. 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.
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 estimated 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 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 stored in the project website.

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 materials and laboratory tests and special inspections. 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.
13. Commissioning. Provide a Commissioning Authority (CxA) to complete formal commissioning procedures as follows:
 - a. Cx of HVAC/R & Controls, Domestic Hot Water, Metering, Lighting Controls, Photovoltaic Panels
 - b. Write the Commissioning specifications
 - c. Cx Review of construction design documents & contractor submittals
 - d. Write the Cx Plan, Pre-Functional Checklists, & Functional Performance Tests
 - e. Develop Schedules for Cx Activities; integrate to construction schedule
 - f. Maintain the Cx deficiency & resolution log
 - g. Regular Cx coordination meetings
 - h. Review the contractor-provided startups and controls point-to-point test reports
 - i. Verify the contractor-executed Cx Prefunctional Checklists
 - j. Cx Functional Performance Tests & Integrated Systems Tests
 - k. Review the contractor-provided graphical BAS Controls trend logs
 - l. Provide Daily Reports of Work Performed
 - m. Compile the contractor-provided equipment- specific training agendas into Cx training plan
 - n. Provide Final Cx Report

Deliverables

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

F. Assumptions

1. **Budget:**
 - a. Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted for a 25 month period, from January 2024 through January 2026. This is intended to span the originally planned construction duration of 20 months, plus time allotted for Project setup, Pre-construction, and closeout. Overtime has been figured into the budget for the inspector only, and will be billed at their standard hourly rate unless they are non-exempt from overtime pay.

- 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.
 - 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 tasks or 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 website. Any customization to meet specialized Client requirements will be Extra Work.
 - g. Labor and indirect cost rate (ICR) rates 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 pre-bid and preconstruction meetings. Prepare and distribute meeting notes from pre-bid meeting(s), if any.
 - b. Field office, including:
 - i. workstations (desk, chair, and storage) for 2 staff
 - ii. conference table and chairs
 - iii. combination printer/copier/scanner machine with these capabilities: 11x17 size, color, and of business quality
 - iv. Min 5 mbs high-speed, dedicated internet connection, including static IP
 - v. miscellaneous office supplies
 - vi. utilities and sanitary facilities
 - c. Retain Engineer/Architect 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 Autodesk Construction Cloud 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. Constructability Review of design documents will be for constructability, for general conformance with the design concept, and for contradictions and inconsistencies between the various parts of the design documents. Review does not guarantee the project is constructable. Consultant is not responsible for the accuracy or completeness of details, such as quantities, dimensions, including quantity takeoffs.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.

- k. 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.
- l. 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.
- m. 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.
- n. RCW 4.24.115 is applicable to Consultant's services provided under this Agreement.
- o. Consultant's insurance carrier provides coverage on ISO equivalent endorsement forms.
- p. 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.
- q. 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.
- r. 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.
- s. 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.

I. 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 Operations Facility

City of Sumner

KBA Job No. **B23-139-01**

Cost + Net fee (on DSC Only)

Prepared On: **12/15/2023**

	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026
Working Days / Month	22	21	21	22	22	20	22	22	20	23	19	21	22	20	21	22	21	21	22	21	21	23	18	22	21	20
Hours / Month	176	168	168	176	176	160	176	176	160	184	152	168	176	160	168	176	168	168	176	168	168	184	144	176	168	160
Overtime Utilization %	6%	8%	10%	11%	12%	12%	12%	12%	12%	12%	12%	8%	8%	8%	12%	12%	12%	12%	12%	12%	12%	12%	12%	8%	6%	8%
Regular + OT Hours / Month	187	181	185	195	197	179	197	197	179	206	170	181	190	173	188	197	188	188	197	188	188	206	161	190	178	173

Preconstruction: January to April 2024	PRECONSTRUCTION	
Construction: May 2024 through December 2025		CONSTRUCTION
Closeout: January 2026		CLOSEOUT

KBA Hours			Vehicle Type	Task	Total Hours	2024	2025	2026	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026	
H	Paul Garrett	M3	Manager III	None	01.00	23	10	12	1	1		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
H	Cameron Bloomer	E5	Engineer V	None	01.00	174	70	96	8	4			8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8		
H	Brian Matthews	E7	Engineer VII	None	02.00	152	152	-	-	64	8	8	72																						
F	Brian Matthews	E7	Engineer VII	None	03.00	3,472	1,360	2,032	80			8	176	160	176	176	160	184	152	168	176	160	168	176	168	168	176	168	168	184	144	176	80		
H	Justin Clements	T4	Technical Representative IV	None	02.00	72	72	-	-			72																							
F	Justin Clements	T4	Technical Representative IV	None	03.00	3,848	1,514	2,254	80			8	197	179	197	197	179	206	170	181	190	173	188	197	188	188	197	188	206	161	190	80			
H	Denita Harden-Patton	P5	Project Controls V	None	03.00	1,772	716	1,016	40			40	88	80	88	88	80	92	76	84	88	80	84	88	84	84	88	84	84	92	72	88	40		
F	Francisco Abril Rivera	E6	Engineer V	None	03.00	180	-	180	-															20	20	20	20	20	20	20	20	20			
H	Erica Dougherty	E4	Engineer IV	None	04.00	72	32	40	-			16			8				8		8			8			8			8		8			
H	Jean Guthrie Peabody	A3	Administrator III	None	01.00	68	35	29	4	8	2	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	2	2	4		
Subtotal - KBA Labor Hours						9,833	3,961	5,659	213	77	10	13	219	472	431	480	473	430	502	409	445	473	425	451	501	471	472	500	472	471	522	408	493	213	-

Project Expenses - Task DE				Rate (Tax Included)	Total Costs	2024	2025	2026	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026
DE	KBA Field Vehicle	Monthly	4-Door SUV	\$ 1,293.30	53,025	20,693	31,039	1,293					2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	1,293		
DE	KBA Field Vehicle	Hourly	4-Door SUV	\$ 8.61	207	207	-	-	69			138																						
Subtotal - Direct Expenses					53,232	20,899	31,039	1,293	69	-	-	138	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	1,293	-	

Subconsultants			Task	Total Costs	2024	2025	2026	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026
Terracon	Special Inspection and Testing	Sub.01	155,214	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Neudorfer Engineers	Commissioning`	Sub.02	56,255	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2% Mark-up on Subs			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal - Subconsultant Costs			211,469	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Combined Costs					Task	Total Labor Cost	2024	2025	2026	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026	
H	Paul Garrett	M3	Manager III		01.00	6,527	2,754	3,469	304	275	-	275	-	275	275	275	275	275	275	275	275	289	289	289	289	289	289	289	289	289	289	289	289	304	-	
H	Cameron Bloomer	E5	Engineer V		01.00	42,512	16,567	23,857	2,087	947	-	473	-	1,893	1,893	1,893	1,893	1,893	1,893	1,893	1,988	1,988	1,988	1,988	1,988	1,988	1,988	1,988	1,988	1,988	1,988	1,988	2,087	-		
H	Brian Matthews	E7	Engineer VII		02.00	37,291	37,291	-	-	15,701	1,963	1,963	17,664	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
F	Brian Matthews	E7	Engineer VII		03.00	878,743	333,656	523,448	21,639	-	-	-	1,963	43,179	39,254	43,179	43,179	39,254	45,142	37,291	41,216	45,338	41,216	43,277	45,338	43,277	43,277	45,338	43,277	43,277	47,399	37,095	45,338	21,639	-	
H	Justin Clements	T4	Technical Representative IV		02.00	13,508	13,508	-	-	-	-	-	13,508	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
F	Justin Clements	T4	Technical Representative IV		03.00	744,603	284,041	444,015	16,547	-	-	-	1,501	36,959	33,582	36,959	36,959	33,582	38,648	31,894	33,957	37,428	34,079	37,034	38,807	37,034	37,034	38,807	37,034	40,580	31,715	37,428	16,547	-		
H	Denita Harden-Patton	P5	Project Controls V		03.00	300,560	117,796	175,509	7,255	-	-	-	6,581	14,478	13,162	14,478	14,478	13,162	15,136	12,503	13,820	15,202	13,820	14,511	15,202	14,511	14,511	15,202	14,511	14,511	15,893	12,438	15,202	7,255	-	
F	Francisco Abril Rivera	E6	Engineer V		03.00	50,629	-	50,629	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	-	-	
H	Erica Dougherty	E4	Engineer IV		04.00	14,951	6,465	8,486	-	-	-	-	3,233	-	-	1,616	-	-	1,616	-	1,697	-	-	1,697	-	-	1,697	-	-	1,697	-	1,697	-	-	-	
H	Jean Guthrie Peabody	A3	Administrator III		01.00	7,662	3,839	3,340	484	877	219	219	329	219	329	219	329	219	329	219	329	230	345	230	345	230	345	230	345	230	345	230	484	-	-	
Subtotal Labor Cost						\$ 2,096,986	815,917	1,232,753	48,316	17,801	2,182	2,931	44,778	97,004	88,495	98,620	97,114	88,385	103,039	84,076	91,491	102,172	91,738	97,329	109,292	102,955	103,070	109,177	103,070	102,955	113,817	89,381	107,798	48,316	-	
Subtotal Direct Expenses						53,232	20,899	31,039	1,293	69	-	-	138	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	1,293	-	
Subtotal Subconsultant Costs						211,469	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Reserve						-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
ESTIMATED TOTAL						2,361,687	836,816	1,263,792	49,609	17,870	2,182	2,931	44,916	99,591	91,082	101,207	99,700	90,972	105,626	86,663	94,078	104,759	94,325	99,916	111,878	105,541	105,657	111,763	105,657	105,541	116,403	91,967	110,384	49,609	-	

EXHIBIT B
CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

KBA, Inc.

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

SUBJECT: Resolution No. 1666: Heritage Park & Hops Alley Design - Pierce County
LTAC Grant Acceptance

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. LTAC 2024 Award Letter
2. Resolution No. 1666: Grant Acceptance for Heritage Park Design

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

SUMMARY BACKGROUND:

For the Main Street Vision Project, In 2022-2023, JETT Landscape Architecture + Design worked with the city to re-imagine Reuben Knoblauch Heritage Park as a more active, useful heart of the city, for special events and everyday use. They also designed an activation for the adjacent alley, naming it Hops Alley, to serve as a flexible event space and for a more accessible and inviting parking area for its day use. JETT provided a 30% design and concept and now, in 2024, JETT will continue that design so that we have plans for both the alley and park ready for construction in the future.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 1/9/2024
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acceptance of \$1,600,000 in grant funds from Pierce County for use in the Main Street Vision: Heritage Park & Hops Alley Design Project, and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.



Pierce County

Economic Development Department
950 Pacific Avenue, Suite 525
Tacoma, Washington 98402

P | 253.798.6150
F | 253.798.6389
www.piercecountywa.gov

December 26, 2023

Carmen Palmer
City of Sumner
1104 Maple St
Tacoma, WA 98402

Dear Carmen:

We are pleased to inform you the Pierce County LTAC 2024 Funding Cycle award recommendations made by the Pierce County Lodging Tax Committee have been approved by the Pierce County Executive and Pierce County Council. Specifically, City of Sumner has been approved for the following project:

City of Sumner - Main Street Vision: Heritage Parks & Hops Alley Design project in the Asset & Product Development Category has been awarded \$1,600,000 for the LTAC 2024 Funding Year. Project must be completed between January 1-December 31, 2024.

Please note: City of Sumner's request for the Ryan House Rehabilitation project in the Asset & Product Development Category at \$750,000 for the LTAC 2024 Funding Year was included in the Pierce County Lodging Tax Committee's funding recommendations. In a letter to Pierce County dated November 21, 2023 from the City of Sumner, the County was informed that City of Sumner would not be pursuing the Ryan House project in 2024 and therefore would not be able to utilize those funds if approved.

I will reach out to you next week regarding next steps and information needed for the contracting process for the **Main Street Vision: Heritage Parks & Hops Alley Design project**. In the meantime, if you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Valerie Coty".

Valerie Coty
Administrative Program Manager
Economic Development Department

RESOLUTION NO. 1666

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM PIERCE COUNTY**

WHEREAS, the city of Sumner applied for a Pierce County Lodging Tax Grant for the Heritage Park and Hops Alley design project; and

WHEREAS, Pierce County awarded the City a grant of \$1,600,000 towards the Heritage Park and Hops Alley design project; and

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

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

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Pierce County Lodging Tax grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

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

ADOPTED AND APPROVED this _____.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney



Monthly Project Management Report

January 2024

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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: 1/2023 - Currently working through the PSE easement with pierce county. 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.	
Next Critical Activities (dates): Right-of-Way Acquisition (ongoing)		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.	
Next Council Actions (dates): Right-of-Way Acquisition (ongoing)		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)	
Next Public Actions (dates):		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.	

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

Project: 166 th Ave E Widening (13-11)		Project Manager: Michael Kosa	Budget: \$16 Million (15% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP), \$500,000 State Leg Appropriation			
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps			
Schedule/Milestones: ■ Consultant Award (12/18) ■ Intersection Control Evaluation (6/20) ■ Concept Report Complete (07/20) ■ WSDOT Preliminary Design Approval (1/23) ☐ Complete Fish Passage Culvert Design/Permitting (12/24) ☐ 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 earthwork for 2 of the 4 preload phases is still in place until late January to receive the required compaction. A Construction Management consultant has been selected and the scope and the consultant agreement will be presented to PW Committee and council this month 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.	
Next Critical Activities (dates):	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.	
Next Council Actions (dates): 01/16/24 Construction Management (CM) Services Contract	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.	

Project: Rainier View Covered Court (18-04)		Project Manager: Andrew Leach	Budget: \$1,475,000
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: All communication lines have been relocated underground. Pole removal to take place in the near future, and work will resume by the contractor to complete their storm line connection and install signal poles. 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: January 2024 – Project is on hold until after LUPA Determination 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 (12/25) ☐ Right of Way Acquisition Complete (12/22) ☐ Construction Complete (12/27)	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 (2/24)		
Next Council Actions (dates): Consultant Design Supplement (2/24)		
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	
Next Critical Activities (dates):		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 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: Project in closeout Probes installed, reprogramming in process Grant agreement approved, acquiring equipment	
Next Critical Activities (dates):		The City has identified approximately \$34,000 in energy grant funding available for this project.	
Next Council Actions (dates): N/A		The design consultant is working on a design report and PSE energy savings grant application for the project.	

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

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

Project: Sumner Tank Recoating (21-10)		Project Manager: Andrew Leach	Budget: \$657,000
Description: Recoating of the Sumner Springs Reservoir.			
Schedule/Milestones: ■ Select Design Consultant (6/21) ■ Bid Award (10/22) ■ Construction Complete (6/23)		Status: Construction is complete. City is working on the closeout process with the contractor. Construction is underway. Construction contract Awarded to Coatings Unlimited. Work to begin in December 2022. 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 (03/24) ☐ Construction Complete (03/25)		Status: Bids opened for this project on 12/14/23. Staff is recommending that council reject all bids and re-bid. 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. A consultant agreement will be at Council in March. Qualifications of firms are being evaluated. Interviews in January. RFQ advertised. Project being programed and obligated to begin the design phase	
Next Critical Activities (dates):			
Next Council Actions (dates): 02/20 Consultant Amendment 03/18/24 Construction Contract			

Project: Biosolids Dryer Replacement (21-17)		Project Manager: Michael Kosa	Budget: \$16-20 Million
Description: Biosolids Equipment Modernization at the Wastewater Treatment Facility.			
Schedule/Milestones: ☒ Consultant Services Agreement (2/22) ☒ Concept Report (12/22) ☐ Final Design Complete (12/24) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: City reviewing preprocurement bid document 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	
Next Critical Activities (dates):		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.	
Next Council Actions (dates):		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.	

Project: 24th / 142nd Intersection Treatment (21-20)	Project Manager: Robby Wright	Budget: \$350,000
Description: Add enhanced treatment to untreated storm drains on corner of 142nd and 24th.		
Schedule/Milestones: ☒ Consultant Task Order (7/21) ☒ Construction Start (6/23) ☒ Construction Complete (10/23)	Status: Final punch list items being completed. Awarding contract to TITAN Earthwork Construction bid advertised	
Next Council Actions (dates):	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	

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: 1/2023 - Contractor is ready to pour the slab and working on pre building the framed walls 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 (3/24) □ Construction Complete (09/24)		Status: City has received 60% plans from MacKay Sposito and are currently in review. 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: August 10, 2023. Project Construction Completed, all the roads within the project have been Chip Sealed. Project awarded to Sierra Santa Fe corp at \$209,777 in April 2023. Pre-Construction meeting in June 2023. Project construction starts on July 5, 2023.	
Next Critical Activities (dates):	Final inspection, executing pay estimates. Project in closeout phase	
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 (01/2024) □ Start Preliminary Design (02/24) □ 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: Final draft in progress, draft document has been reviewed by Planning Commission 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: Study Complete 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 (4/24) □ Study complete (8/24)		Status: Project in pre-design	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			