



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

<https://sumnerwa-gov.zoom.us/j/85341584617>

Or One tap mobile :

+12532158782,,85341584617# US (Tacoma)

Or Telephone:

+1 253 215 8782 US (Tacoma)

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Bowman, Brown, Cole, Elfers, and Stuard

1. Executive Session

- a. Per 42.30.110(1)(h) For the purpose of evaluating the qualifications of a candidate for appointment to elective office.

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

CONSENT AGENDA

1. Resolution No. 1667 - Recreation & Conservation Office (RCO) Grant Authorization
2. Operations Facility - Consultant Contract Amendment
3. Heritage Park & Alley Master Plan - Consultant Contract Amendment
4. Systemic Horizontal Curve Improvements - Consultant Contract Award
5. Approval of electronic checks and payments in the amount of [\\$2,632,102.48.](#)
6. Approval of the minutes from the February 5, 2024, regular council meeting, and special study session and the 12th of February 2024, study session.

PUBLIC HEARING

REGULAR BUSINESS

1. Unfinished Business

2. Public Comment (Limit 3 minutes)

Members of the community who wish to give public comment are strongly encouraged to join the meeting via the provided link or by telephone. If you are unable to attend the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on the day of the meeting. Any written comments received will be read into the record and/or distributed to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.

3. New Business

- a. Ordinance No. 2869 - Sumner Municipal Code Update - 13.48 Stormwater Management Regulations
- b. Ordinance No. 2882 - Public Works Trust Fund Loan
- c. Ordinance No. 2881 - Utility Base Fee Update
- d. Ordinance No. 2878 - Essential Public Facilities Code Update
- e. Council Vacancy
- 4. **Reports**
 - a. Council
 - b. City Administrator
 - c. Mayor
- 5. **Adjournment**

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



SUBJECT: Per 42.30.110(1)(h) For the purpose of evaluating the qualifications of a candidate for appointment to elective office.

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT:

SUMMARY BACKGROUND:

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

SUBJECT: Resolution No. 1667 - Recreation & Conservation Office (RCO) Grant Authorization

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1667 RCO Signing Authority

STAFF CONTACT: Doug Beagle, Development Services Director, Robert Wright, Engineering Specialist

SUMMARY BACKGROUND:

The City of Sumner's RCO's grant application requirements the City needs to update who is authorized as a representative/agent with full authority to bind the Sumner regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of Sumner, (3) sign any amendments thereto on behalf of Sumner, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s). The City needs to add the new Public Works Director Michael Kosa as the authorized representative/agent.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/6/2024
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1667 - Recreation & Conservation Office (RCO) Grant Authorization.

RESOLUTION NO. 1667

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, APPROVING THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE “APPLICANT RESOLUTION/AUTHORIZATION” REGARDING SIGNING AUTHORIZATION ON THE WHITE RIVER RESTORATION PROJECT.

WHEREAS, the Washington State Recreation and Conservation Office (RCO) is a funding partner on the City’s White River Restoration Project (WRRP); and

WHEREAS, the agreement between RCO and the City of Sumner requires updating to remove and replace the authorized employees who have signing authority for the WRRP; and

WHEREAS, RCO’s Applicant Resolution/Authorization form is attached hereto and incorporated herein; and

WHEREAS, it is in the City’s interests to approve this Resolution to update signing authority by removing the City’s former Public Works Director who was specifically authorized by RCO by name and replacing him with the “Public Works Director” of the City of Sumner and ensure consistency moving forward on the WRRP.

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 and approve the attached RCO Applicant Resolution/Authorization naming the Public Works Director as having signing authority on behalf of the City of Sumner.

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



Applicant Resolution/Authorization

Organization Name (sponsor) City of Sumner

Resolution No. or Document Name Resolution No. 1667: Recreation & Conservation Office (RCO)

Project(s) Number(s), and Name(s) CIP 14-10 - White River Restoration Project

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Public Works Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Public Works Director
RCO Grant Agreement (Agreement)	Public Works Director
Agreement amendments	Public Works Director
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Public Works Director

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

Electronic Signature Authorization

General Project Information	
Project Number	Project Name
Sponsor Name	

Please fill out the table below to identify the specific individuals who will review or approve and the individual who will sign the agreement and any amendments. List the names in the appropriate order. You must have a designated signer listed in this table. The name of the designated signer must be consistent with the authorized signer in the "Applicant Resolution/Authorization".

Definitions of Roles

Approver: Reviews and approves the electronic document and contacts RCO if corrections are needed. The approver does not sign the document.

Signer: Must officially sign the document with an electronic signature and may be required to enter data such as title, date, agency name, etc. into fields.

Routing Order	Role	E-mail Address
1	Select...	
2	Signer	
3		
4		
5		

SUBJECT: Operations Facility - Consultant Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$178,031.00

Within Budget Allocation: N/A

ATTACHMENTS:

1. Amendment w/ Scope & Fee

STAFF CONTACT: Alisa O'Haver-Ayala , 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. The facility will include an administration building, vehicle storage, fleet washing, material storage and decant facility. The project will also include frontage improvements, landscaping, site lighting and stormwater management.

Phase 1 Demolition and Pre-Load of this project is currently under construction. This amendment will allow the design team to divide the remaining work into two phases for bidding and construction as follows:

- Phase 2 will include the North Parcel, including the Decant Facility.
- Phase 3 will include the Operations Facility and frontage improvements on 29th St E.

TCF Architecture was previously selected via a qualification-based selection process to provide consulting services. The City's current agreement with TCF is a maximum amount payable of \$4,768,137.00. An amendment for \$178,031.00 has been negotiated with TCF for this additional work.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/6/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to TCF Architecture's Consultant Services Contract for the Operations Facility (CIP 17-13), increasing the contract amount by \$178,031.00 to a total authorized amount not-to-exceed \$4,946,168, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 5

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **TCF Architecture, PLLC**

CONTRACT NAME & PROJECT NUMBER: **Operations Facility Design (CIP 17-13)**

ORIGINAL AGREEMENT DATE: **June 22, 2020**

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

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

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

See Exhibit A.

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

Original Contract Sum, <i>including applicable WSST</i>	\$312,817.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$4,455,320.00
Current Contract Amount <i>including all previous amendments</i>	\$4,768,137.00

Current Amendment Sum	\$178,031.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$4,946,168.00

Original Time for Completion (insert date)	12/31/2020
Revised Time for Completion under prior Amendments (insert date)	12/31/2024
Add'l Days Required (±) for this Amendment	N/A
Revised Time for Completion (insert date)	N/A

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

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

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

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

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

Additional Service Request 4

EXHIBIT A

CITY OF SUMNER

PHASE 2 - NORTH PARCEL SITE/DECANT FACILITY BID SET REPACKAGING, DESIGN ADJUSTMENTS, BIDDING AND CONSTRUCTION ADMINISTRATION

Alisa O'Haver-Ayala
Associate City Engineer
City of Sumner

Dear Alisa,

The City has requested that TCF create a standalone bid drawing and specification package for Phase 2. The scope includes the full development of the north parcel; site development, decant facility canopy and tipping wall. Frontage and street improvements will be deferred to a future phase. This portion of the overall operation facility will be bid and constructed separately from the main operations and maintenance facility. The following is a summary of the additional efforts, scope changes and additional fees included as part of this additional service request.

1. Bid set repackaging:

- North Site
 - Repackaging the drawings for bid advertisement for a complete bidable set.
 - Finalization of the specifications
 - Repackaging the specifications for bid advertisement
 - City and Consultant coordination/Project management

2. Bid and Construction Phase:

The City has hired a Construction Manager to lead the project. TCF will no longer be responsible for overall management of the construction phase of the project as currently described in the approved contract. See attached proposed modifications to construction scope contractual language and are applicable to this phase of the project.

- Bidding Phase (hourly)
 - Activities consistent with the attached Bidding services within allowable fee
- CA Phase (hourly)
 - Activities consistent with the attached Construction Administration services within allowable fee

3. Assumed Schedule

- **Bidding:** Feb 28 – March 26 - 2024 (4 weeks)
- **Construction:** April 2024 – December 2024 (9 Months)
- **Occupancy:** January 2025

See the attached sub consultant scope letters for specific scope details. Please reach out to me if you have questions or would like to discuss.

Thank you,



Mark Hurley
TCF Architecture
Principal

Attachments

Exhibit B – Fee Summary
Exhibit C – Revised Bid - CA Scope
Exhibit D – Consultant Proposals

ACCEPTED BY:



Print Name

Title

Signature

Date

ADDITIONAL SERVICES - Phase 2 North Parcel Project

Updated 1-30-24

	Consultant Labor Fees	Add'l Services Subtotals	Remarks
CD Phase Repackaging, Design Adjustments, Bidding and CA Phases			
Architecture - TCF Architecture, PLLC	\$131,500	\$131,500.00	
CD Phase Repackaging	\$26,000	Fixed	
Bid Phase	\$8,000	Hourly	Assume approx. 40 Hrs.
Posted Set (Conformed Drawings, post bid)	\$2,000	Hourly	
Record Drawings	\$2,500	Hourly	
CA Phase	\$75,000	Hourly	Assume .25 FTE for 9 months
Consultant Management and Coordination	\$18,000	Fixed	
Structural Engineering - AHBL	\$1,750	\$1,750.00	
CD Phase Repackaging	\$1,750		
Bid Phase	\$0	Hourly	See Supplement 3 & 4
CA Phase	\$0	Hourly	See Supplement 3 & 4
MEP Engineering - BCE Engineers	\$6,700	\$6,700.00	
CD Phase Repackaging/Design Adjustments	\$5,500		
Bid Phase	\$0		See Supplement 3 & 4
CA Drawings	\$0		See Supplement 3 & 4
Record Drawings	\$1,200		
Civil Engineering - JMJ Team	\$30,090	\$30,090.00	
CD Phase Repackaging/Design Adjustments	\$30,090		
Bid Phase	\$0		See Supplement 3 & 4
CA Phase	\$0		See Supplement 3 & 4
Landscape Architecture - SiteWorkshop	\$1,700	\$1,700.00	
CD Phase Repackaging	\$1,700		
Bid Phase	\$0		See Supplement 3 & 4
CA Phase	\$0		See Supplement 3 & 4
Geotech - NV5 GeoDesign Inc	\$6,291	\$6,291.00	
CA Services	\$6,291	Hourly	Limited site visits and testing
SUBTOTAL ADDITIONAL SERVICES	\$178,031	\$178,031	
TCF Mark-up on Additional Services	0.00%	\$0	
TOTAL ADDITIONAL SERVICES		\$178,031	

ASSUMPTIONS AND EXCLUSIONS

- Plan Review and Permitting Costs/Fees:** Building plan and permitting fees, special use permit fees, agency legal costs, and other agency-related fees/costs are NOT included.
- Consultant Exclusions:** Refer to separate consultant proposals for specific exclusions.

SCOPE OF SERVICES

CONSTRUCTION ADMINISTRATION SCOPE REVISION

CITY OF SUMNER NEW PUBLIC WORKS FACILITY

BID & CONSTRUCTION ADMINISTRATION

A. GENERAL

1. **Terms & Definitions:** The following terms and definitions are set forth for this contract agreement, and shall be consistent with the terms and definitions set forth in the Contract Documents, including the General Conditions, and the Division 01 Specifications. In the event of a discrepancy, the Contract Document terms and definitions shall take precedence.
 - a. **Construction Administrator:** TCF will provide a Construction Administrator, representing TCF, for the duration of the construction of the Work. In general, the Construction Administrator will be responsible for weekly site visits (and other visits as needed or requested) to observe and monitor the progress of the Work; ~~scheduling and conducting~~ attending regular (typically weekly) progress meetings and other meetings as required with THE CITY and Contractor; ~~preparing reviewing~~ meeting agendas and minutes; reviewing and responding to properly prepared Requests for Information (RFIs) from the Contractor; reviewing ~~and making appropriate revisions to~~ applications for payment from the Contractor; preparing ~~and facilitating~~ Proposal Requests (PR's) and Architect's Supplemental Instructions (ASI's); reviewing ~~and preparing~~ Change Order Proposals (COPs) and Change Orders (CO's) consistent with THE CITY policies and procedures; facilitating the process of changes to the Work onsite; reviewing, commenting, and processing Submittals from the Contractor; and other responsibilities as required to fulfill the scope of services described herein. (Note: TCF will provide, at its discretion, other qualified personnel (sub-consultants) in assistance roles supporting the Construction Administrator, for the duration of the construction Work). The Construction Administrator will be provided with work space in THE CITY's portable site office (provided by the Contractor under the terms of the Contract).
 - b. **Project Manager:** THE CITY will provide a Project Manager, employed or contracted by THE CITY, for the duration of the Work. The Project Manager will act on behalf of THE CITY, in cooperation with the Construction Administrator, to provide direction to the Contractor at such times that specific on-site direction is required, using documentation and input provided by the Construction Administrator. The Project Manager will coordinate regularly with the Construction Administrator, as necessary for consistent communication, with regard to timely decisions and the fulfillment of THE CITY's obligations in its agreement with the Contractor. The Project Manager shall represent THE CITY in all matters pertaining to this Agreement between TCF Architecture and THE CITY, the Contract between the Contractor and THE CITY, and provide authorization for changes

to the aforementioned Agreement and Contract. The Project Manager will be the point of contact for the Contractor and TCF Architecture. All paperwork will go through the Project Manager and be dispersed to TCF Architecture. The Project Manager will keep the official construction logs for submittals, RFIs, COPs, Change Orders, etc. The use of an online construction tracking system administered either by ~~TCF~~, the CITY or contractor.

- c. **Contractor:** The term "Contractor", used herein, refers to the General Contractor with whom THE CITY has entered into a Contract Agreement for the construction of the Work.
2. TCF will coordinate the work of its subconsultants, each of whom will provide qualified personnel for field observations and monitoring specific to their portion of the Work, and shall be bound to the same terms and conditions as TCF.
3. TCF shall advise and consult with THE CITY during the Construction Phase Services, and shall have the responsibility and authority to act on behalf of THE CITY only to the extent provided in this Agreement. TCF shall not have authority to direct the Contractor.
4. TCF shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall TCF be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. TCF shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, Subcontractors of any tier, or their agents or employees, or of any other persons or entities performing portions of the construction Work.

~~4.~~

B. BIDDING PHASE

1. **General Bid Phase Services:** TCF shall attend one pre-bid conference, prepare and issue addenda as necessary and generally assist The CITY during the bidding process to answer bidder's questions. It is expected ~~the~~ The Project Manager ~~CITY~~ will lead and coordinate this process.
2. **Call to Bid / Bid Advertisement:** The CITY shall be responsible for all bid advertising. THE CONSULTANT shall provide the CITY with basic project information as required for advertisements.
3. **Analysis of Substitutions:** TCF shall provide services consisting of consideration, analysis, comparisons, and recommendations relative to product and material substitutions proposed by bidders for the Project prior to receipt of bids. Approved substitutions will be identified in addenda.
4. **Bid Materials Distribution:** Bid documents will be available electronically through services such as the Builders Exchange system and the CITY's website and will be coordinated by the CITY.
5. **Communication during Bidding:** Bidder questions shall be e-mailed by ~~the~~ The Project Manager ~~CITY~~ to THE CONSULTANT.
6. **Bid Opening:** The CITY shall conduct the bid opening process and maintain the official summary of bids.

7. **Bid Evaluation:** ~~THE CONSULTANT~~TCF shall provide services consisting of evaluation of bids, and assistance in reference checking of the apparent low bidder if requested.

BC. EVALUATIONS OF THE WORK

1. TCF, and TCF's subconsultants, as representatives of THE CITY, shall: (1) visit the site at regular intervals appropriate to the stage of the Contractor's operations, and as otherwise agreed by THE CITY and TCF herein, and as fees are available, to become generally familiar with, and to keep THE CITY informed about, the progress and quality of the portion of the Work completed; (2) guard THE CITY against defects and deficiencies observed in the Work; and (3) determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Document. TCF is not responsible for the Contractor's scheduling, and shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. TCF's Construction Administrator will typically be on site 1 day per week, with additional time as required, based on the nature of the work and specific project demands. Similarly, TCF will schedule and coordinate with its subconsultants to be on site based on the nature of the work and specific demands requiring site visits associated with each subconsultant's portion of the Work.
2. TCF shall ~~facilitate~~attend a Pre-Construction meeting and regular progress meetings (as mutually determined with THE CITY, typically weekly) to be attended by the Contractor's representatives and representatives of THE CITY in accordance with the Contract Documents. ~~TCF~~The Project Manager will schedule and provide notification of the meetings. In addition, ~~TCF~~The Project Manager shall conduct (lead) the meetings, and prepare the meeting agendas and minutes. ~~TCF~~The Project Manager will also facilitate other meetings as required by THE CITY and the Contractor and within the agreed-upon fee structure}.
3. TCF shall at all times have access to the Work wherever it is in preparation or progress, and shall be provided office space within THE CITY's field office.
4. TCF shall make recommendations to THE CITY to reject Work that does not conform to the Contract Documents. Whenever TCF considers it necessary or advisable, TCF shall make recommendations to THE CITY to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

5. TCF shall provide THE CITY with recommended actions as provided herein. THE CITY shall be responsible for directly issuing correspondence related to Contract compliance to the Contractor and for directing the Contractor as may be required from time to time in the construction of the Work, including potential cessation of the Work or portions of the Work. THE CITY may hire specialty inspection and testing firms to conduct specialty inspections and testing, which fall outside the expertise or capabilities of TCF and its subconsultants or THE CITY.
6. Interpretations and recommendations of TCF shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial recommendations, TCF shall endeavor to secure faithful performance by both THE CITY and the Contractor, and shall not be liable for the results of interpretations or recommendations so rendered in good faith. On matters of aesthetics, THE CITY will endeavor to implement the recommendations provided by TCF.

ED. SUBMITTALS

1. TCF shall review, make comments, approve/reject, and/or note other appropriate actions upon the Contractor's submittals such as Shop Drawings and Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the Design Intent expressed in the Contract Documents. TCF's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, while allowing sufficient time in TCF's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
2. ~~TCF~~ The Project Manager shall review the schedule of submittals furnished by the Contractor and maintain a record of the submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. In addition to the Contractor's required submittals log, TCF shall forward a copy of its own record of submittals to THE CITY along with TCF's action on the submittals as requested. With the use of electronic cloud based tracking system these logs will be available at any time.
3. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, TCF shall specify appropriate performance and design criteria that such services must satisfy.
4. Shop Drawings and other submittals related to the work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval and the appropriate Washington registration seal/stamp as required by the Contract Specifications when submitted to TCF. TCF shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certification or approvals performed by such design professionals.

DE. CLARIFICATIONS

1. The Project Manager will maintain RFI logs for the design team and City. TCF shall review and respond to properly prepared Requests for Information (RFI's) from the Contractor about the Contract Documents submitted on the approved Request for Information (RFI) form. In the event that the response to an RFI is determined to be grounds for a Change to the Contract Plans/Specifications, Contract Sum, Contract Time, or any combination thereof, TCF shall coordinate and consult with ~~THE CITY~~The Project Manager and CITY. Changes to the Work may be executed as defined in the project Contract Documents. An Architect's Supplemental Instruction ASI may be issued with TCF's RFI response as indicated below. ~~TCF~~The Project Manager shall maintain a record of and copies of the Contractor's RFI's and all written directives and memoranda, ~~and shall forward copies to THE CITY on a weekly basis (typically during the regular progress meetings).~~ The RFI's shall be numbered sequentially and ~~TCF~~The Project Manager shall maintain a log of all RFI's indicating receipt, distribution, action and resolution for each RFI.
2. TCF shall prepare, reproduce, and distribute supplemental Drawings and Specifications in response to Requests for Information by the Contractor. An ASI form will be prepared for each successive ASI item, indicating supplemental information for the Contractor's use not generally involving a Change to the Contract Time or Contract Sum. ~~TCF~~The Project Manager shall maintain a log of ASI's. ~~TCF shall forward copies of these items on a weekly basis (typically during the regular progress meetings).~~

EF. CHANGES IN THE WORK

1. When required, TCF shall ~~prepare-review~~ Change Order Proposal (COP) responses, Change Orders, and prepare Construction Change Directives for THE CITY's approval and execution in accordance with the Contract Documents. With the express written consent of THE CITY, TCF may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. Except in these specific instances, TCF shall not have authority to direct the Contractor. If necessary, and subject to THE CITY approval, TCF shall prepare, reproduce and distribute Drawings and Specifications and other necessary supporting documentation and data to describe Work to be added, deleted or modified.
2. TCF shall review properly prepared, timely requests by THE CITY or Contractor for changes in the Work, including adjustments to the Contract Plans/Specifications, Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit TCF to make a reasonable recommendation to THE CITY without extensive investigation or preparation of additional drawings or specifications. If TCF determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, TCF may issue an order for a minor change in the Work, with the express written consent of THE CITY, or recommend to THE CITY that the requested change be denied.

3. If TCF determines that implementation of the requested change(s) would result in a material change to the Contract that may cause an adjustment in the Contract Plans/Specifications, Contract Time or Contract Sum, TCF shall make a recommendation to THE CITY, who may authorize further investigation of such change. Upon such authorization by THE CITY, and based upon information furnished by the Contractor, if any, TCF shall review the Contractor's estimate and inform THE CITY of additional cost and time that might result from such change, including potential additional costs attributable to a Change in Services of TCF. With THE CITY's approval, TCF shall incorporate those estimates into a Change Order or other appropriate documentation for THE CITY's execution or negotiation with the Contractor.
4. TCF shall maintain records relative to changes in the Work. TCF shall submit weekly logs to THE CITY categorizing all Proposal Requests, RFIs, Construction Change Directives, Change Orders, and Submittals processed. Logs shall include the status of documents and any cross-references and dollar amounts associated with the particular document.

FB. CERTIFICATION OF PAYMENTS TO CONTRACTOR

1. TCF shall review ~~and certify~~ the amounts due the Contractor and shall make recommendations to THE CITY to issue Certificates for Payment in such amounts. TCF's ~~certification review~~ for payment shall constitute a representation to THE CITY, based on TCF's evaluation of the Work as provided under this Agreement, and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of TCF's knowledge, information and belief, the quantity and quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by TCF.
2. The ~~issuance review~~ of a Certificate for Payment shall not be a representation that TCF has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors of any tier and material suppliers and other data requested by THE CITY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- ~~3. TCF shall maintain a record of the Contractor's Applications for Payment.~~
- ~~4.3.~~ THE CITY shall be responsible for maintaining and filing all Payment forms and documentation. Copies of Payment Applications will be forwarded to TCF.

GH. PROJECT COMPLETION / CLOSEOUT

1. TCF shall conduct inspections to determine the date or dates of Substantial Completion (specific to individual structures, and for full Substantial Completion of all Portions of the Work) and the date of Final Completion, shall advise THE CITY of those recommended dates, and shall receive from the Contractor and forward to THE CITY, for THE CITY's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
2. TCF's review of the Work shall be conducted with THE CITY's Project Manager to determine conformance of the Work with the requirements of the Contract Documents and to verify completion of items noted in the list of Work to be completed or corrected as submitted by the Contractor.
3. When the work is found to be substantially complete, TCF shall ~~confirm-within~~inform THE CITY ~~the balance of the Contract Sum remaining to be paid to the Contractor, including any amounts needed to be paid for final completion or correction of the Work.~~
4. If it becomes necessary for TCF to make additional punch list back-checks, as a result of the Contractor's non-performance or inability to complete the Work, TCF shall notify THE CITY. If additional services by TCF are required and authorized by THE CITY, TCF may be due a Change in Service, if such services are not included in the scope of services authorized by this Supplemental Agreement. THE CITY may elect to back charge the Contractor for this expense as provided for in the General Conditions of the Contract Documents.
5. Once the Project is deemed to be Substantially Complete in the opinion of TCF, TCF shall notify THE CITY, in writing, that final Substantial Completion has been achieved for all Portions of the Work. At the request of THE CITY, TCF will ~~prepare-review~~ a Certificate of Substantial Completion ~~for signature by the Contractor and THE CITY.~~ At the request of THE CITY, TCF and its Subconsultants shall review and check for conformance with the Contract Documents all the Operations and Maintenance Manuals required by the Contract Documents. TCF shall generally review records, written warranties and related documents required in the Contract Documents, to be provided by the Contractor, including the Contractor's own written list of incomplete items.
6. TCF shall ~~assist-review THE CITY in receiving~~ final Closeout documentation from the Contractor as required in the Contract Documents including, but not limited to: (1) final payment request with final releases and supporting documentation, warranties, bonds, and certificates of insurance of products; (2) updated final statement, accounting for additional (final) changes to the Contract Sum; (3) certified copy of Architect's final punch list of itemized work to be completed; (4) consent of surety or sureties, if any, to reduction in, or partial release of, retainage or the making of final payment as set forth in the Performance Bonds; (5) final liquidated damages settlement statement (if any); (6) evidence of continuing insurance coverage complying with the insurance requirements of the Contract Documents; (7) Certificate of Occupancy from permitting jurisdiction; (8) Record Documents; and (9) Other Closeout Submittals required by THE CITY and other agencies having jurisdiction.

7. TCF shall assist THE CITY in the process of achieving Final Contract Acceptance including subsequent site visits to check on acceptable completion and remaining minor Punch List items, within available hourly fee budgets or as negotiated if fee budgets have been depleted. TCF shall make recommendation regarding Final Payment to the Contractor based upon a final review of the Work, indicating that the Work complies with the requirements of the Contract Documents.

HI. AS-BUILT RECORD DOCUMENTS

1. TCF shall review As-Built documents provided by the Contractor for general compliance and clarity. If, in the opinion of TCF, the Contractor-provided As-Built documents are determined to be unacceptable, TCF will return the documents to the Contractor for revision and re-submittal.
2. Once the As-Built documents have been completed in a manner acceptable to THE CITY, and if provided in the Fee Schedule, TCF shall prepare final electronic As-Built Record Drawings and other documents in electronic format.
3. TCF shall provide THE CITY with a download link containing all electronic files of drawings, .pdf files of all drawings, and .pdf files of project specifications. ~~TCF shall facilitate the process of scanning and converting all Project Shop Drawings and other submittal documents into .pdf format. All scanning and conversion costs associated with this activity shall be paid for by THE CITY in addition to TCF's CA services fees.~~
4. Other Select TCF files, as requested by THE CITY, will be provided by a downloadable link for the CITY use.



January 30, 2024

TCF Architecture
902 North Second Street
Tacoma, Washington 98403

Attn: Mark Hurley

RE: City of Sumner North Parcel Site – MEP Fee

Dear Mark,

Thank you for including us for MEP design services for the above project. The scope of work as we understand it is as follows:

Scope of Work

- Re package Building G MEP drawings and specifications to be separated and prepared for Bid
- Coordination with the City to confirm CCTV, Telecommunications, access control scopes and communication utility service to the north site
- Bid support to include product substitution requests and addendums
- Frontage improvements street lighting design is excluded
- Cost estimates is excluded

We propose a **fixed fee of \$5,500** to cover this service.

Additional Extra Services

- Record Drawing Set Drafting: We propose a fixed fee of **\$1,200** to draft all drawing construction PR/RFI changes and Contractor Redlines.

If the scope of work changes from that a described above we reserve the right to charge additional fee. You will be notified before any out of scope work begins for concurrence of additional fee.

Again, thank you for the opportunity to work on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

BCE ENGINEERS, INC.

Henry Santos
Associate Principal

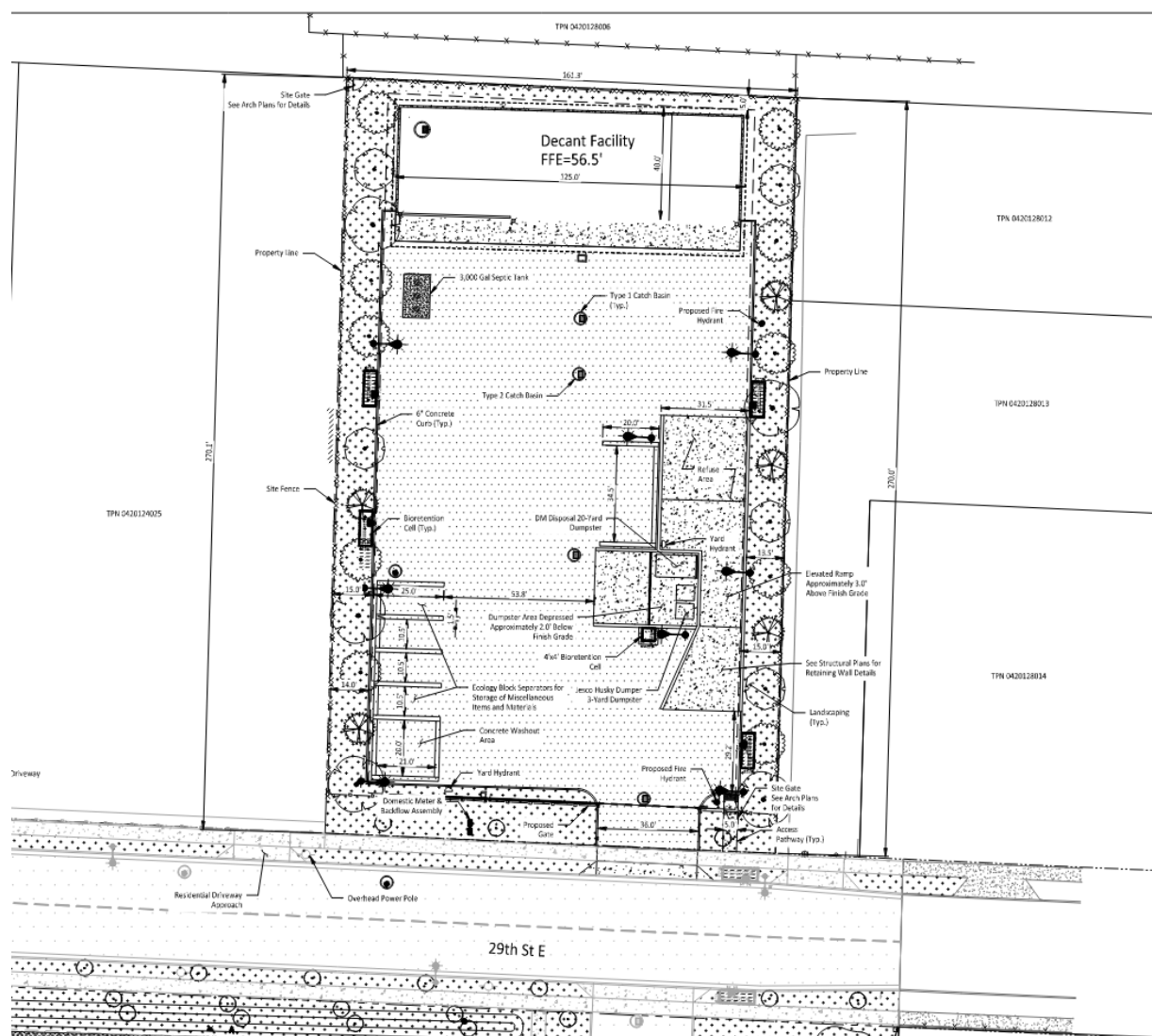
Approval to proceed with services as outlined above:

(Signature) _____ (Title)

(Company)

(Date)

Our understanding is that the Jurisdiction and project owner is the City of Sumner, and the project team is led by TCF Architecture. JMJ TEAM will proactively collaborate with the project team and project owner/jurisdiction to ensure the civil system designs are coordinated with other team disciplines and meet the expectations of the project owner/jurisdiction.



TASKS AND DELIVERABLES

Phase 1: Civil Design – North Site

Objective:

To update construction documents to include the revisions to the north site including the removal of frontage improvements and creating a stand alone bid package.

Task 1: Civil Design and Permitting

Approach:

- Tasks include:
 - Team collaboration
 - Basemap Updates to reflect only North Site
 - Temporary Driveway Revision
 - Drawing Reconfiguration for Stand Alone Package
 - Grading Revisions for Driveway
 - Specification Updates for Stand Alone Package
 - QA/QC

Phase 2: Construction Administration

Construction administration will be per the already contracted amount for the North Site Development.

ASSUMPTIONS

- Electronic copies of all deliverables will be provided for reproduction by others
- Jurisdiction permit and application fees are not included
- Standard expenses such as mileage and basic copies are included
- Services such as geotechnical, structural, architecture, landscape architecture and MEP are by others and not included
- Ground improvements such as preload, foundation/subgrade improvements are not included as the geotechnical evaluation has not been completed

TCF Architecture – New Public Works Facility – Amendment #3
– Sumner, WA

PROJECT FEES

A summary of the Phase totals is provided below. The fee is to be billed on a lump sum basis not to exceed the agreed upon total fee without prior approval.

CLIENT: TCF Architecture									
JMJ # 15xx	STAFF								
Sumner Public Works Facility Amendment 3 North Site Break Out		Senior Engineer	Senior Planner	Engineer	Drafter				
WO #	BILL RATES	\$225.00	\$190.00	\$160.00	\$110.00		TOTAL HOURS	TOTAL COST	SUBTOTALS
1.0 North Site Break Out									
Team Meetings (2) and Coordination		6	2	6			14	\$2,690	
City Meetings (2)		4		4			8	\$1,540	
Driveway Entrance Revision (no frontage)		8		24	32		64	\$9,160	
Drawing Reconfiguration for Stand Alone Bid Package		8		40	40		88	\$12,600	
Specifications Reconfiguration for Stand Alone Bid Package		4	4	4			12	\$2,300	
QA/QC		8					8	\$1,800	
<i>Subtotal</i>							194		\$30,090
Project Total		38	6	78	72		194	\$30,090	\$30,090

January 18, 2024

Mark Hurley, Principal
TCF Architecture, PLLC
902 N 2nd Street, Tacoma, WA 98403
Tacoma, WA 98402

Re: CSPW – Additional Services, North Parcel

We are proposing an additional service request for landscape architecture scope of work for three items related to the North Parcel project: 1) Repackaging/redesign of documents, 2) bidding phase, and 3) CA phase of work.

1. North Parcel Repackaging - \$1,700

- Repackage plans to separate out North Parcel as separate bid package.
- Design revisions as needed including coordination with Civil and other consultants as necessary.
- Resubmit plans to architect for permits and bidding.

2. ~~Bidding Phase: \$600~~

- Bid period support. Answer bidders' questions and assist with the evaluation of bids.
Provide electronic copies of the documents for the contractor's use

EXCLUDED FROM THIS PROPOSAL, SEE SUPPLEMENT 3 & 4

3. ~~CA Phase: \$3,400~~

- Submittal, RFI and minor revision review and documentation.
- Site visits, observations and punchlist.
- 1-year review and landscape performance evaluation including review and adjustment of Owners Maintenance procedures.

EXCLUDED FROM THIS PROPOSAL, SEE SUPPLEMENT 3 & 4

Please let me know if you have any questions on the additional services request.

Sincerely,



Mark Brands, PLA, FASLA,
Managing Principal
Site Workshop LLC

Cc: Sarah Canepa, Becky Handsheiw

NV5 FEE SUMMARY

Project: **City of Sumner - Public Operations Facility - North Parcel Constuction Observation**
 Job No. **CitySumner-10-04**

Date 1/24/2024

Standard Schedule (SS) or Direct Salary Cost (DSC)	SS
Labor Rate	2022 Standard Schedule
NV5 OH Rate, if DSC calculation is used	
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	N/A
Allowable Handling Charge	12%

NO

Senior Lab Tech 25%
 Lab Technician I 75%

NV5 LABOR - Summary from NV5 Hours Worksheet

SCOPE: Provide geotechnical observation services during earthwork activities to observe subgrade preparation beneath foundations, hardscpae areas, utility installation, and paving, review submittals respond to RFIs or substitution requests for earthwork materials. Provides for 5 site visits as requested by the City, which is insufficient based on anticipated construction.

PROJECT PHASES AND TASKS						
GEOTECHNICAL Construction Observation Services						
NV5 LABOR - Summary from NV5 Hours Worksheet		Construction Observation Services	Consultation and PM		Total Hours	Labor Rate
	CLASSIFICATION					Cost
1.	Principal	1.0	5.0		6.0	\$235.00
6.	Project Manager I	2.5			2.5	\$162.00
10.	Staff III	24.0			24.0	\$140.00
11.	Staff II					\$127.00
12.	Staff I					\$111.00
14.	CAD					\$106.00
17.	Senior Project Assistant		1.0		1.0	\$102.00
18.	Proj Assistant					\$95.00
19.	Support Staff	1.5			1.5	\$81.00
SUBTOTAL - Labor		\$4,121.50	\$1,277.00		35.0	\$5,398.50
EQUIPMENT		Construction Observation Services	Consultation and PM		Unit	Rate
	VEHICLE - NV5 - 1	5			Day	\$25.00
	VEHICLE - Mileage	400			Mile	\$0.710
	INSITU TEST - Nuclear Density Gauge - HALF DAY	1			Half Day	\$44.00
	-				-	
	-				-	
SUBTOTAL EQUIPMENT		\$453				\$453.00
REIMBURSABLES:		Construction Observation Services	Consultation and PM		Unit	Rate
	Reproduction - Copy (B&W)				each	\$0.12
	Reproduction - Copy (COLOR) 11 x 17				each	\$1.50
	Misc				each	\$5.00
	Permits				each	\$300.00
	-					
SUBTOTAL REIMBURSABLES						
LABORATORY TESTING:		Construction Observation Services	Consultation and PM		Unit	Rate
	Compaction (ASTM D1557) - 3 points	1			ea	\$283.00
	Particle Size Analysis ASTM C136	1			ea	\$156.00
	-					
SUBTOTAL LABORATORY		\$439				\$439.00
NV5 Charges SubTotal		\$5,013.50	\$1,277.00			\$6,290.50
SUBCONTRACTORS (include tax when applicable)		Construction Observation Services	Consultation and PM		SUBTOTAL	HC
	5110.29 Drilling Subconsultant					
	5110.99 Other Subconsultants					
SUBTOTAL SUBCONSULTANTS incl HC						
ACTUAL SUBTOTAL BY PHASE incl HC		\$5,013.50	\$1,277.00			\$6,290.50
ROUNDED UP SUBTOTAL BY PHASE incl HC						
TOTAL - ESTIMATED FEE			\$6,291			\$6,290.50

SUBJECT: Heritage Park & Alley Master Plan - Consultant Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,600,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Amendment w/ Scope & Fee
-

STAFF CONTACT: Drew McCarty, Engineering Specialist, Alisa O'Haver-Ayala , 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. JETT also completed 30% design for 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 will continue the design for both the park and Hops Alley so that we have plans for both the park and alley ready for construction.

JETT Landscape Architecture + Design, Inc. was previously selected to provide consulting services for this project through a qualification-based selection process. An hourly rate agreement with a maximum amount payable of \$215,000 was negotiated for the three components of this project. In January, the Council accepted a grant from Pierce County LTAC for \$1.6M to complete the design for Heritage Park and Hops Alley.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/6/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to JETT's Consultant Services Contract for the Heritage Park and Hops Alley project, increasing the contract amount by \$1,600,000.00 to a total authorized amount not-to-exceed \$1,815,000.00, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 1

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Jett Landscape Architecture + Design, Inc.**

CONTRACT NAME & PROJECT NUMBER: **Heritage Park & Alley Master Plan (W-22-04)**

ORIGINAL AGREEMENT DATE: **October 17, 2022**

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

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

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

See Exhibit A

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

Original Contract Sum, <i>including applicable WSST</i>	\$215,000.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$N/A
Current Contract Amount <i>including all previous amendments</i>	\$215,000.00

Current Amendment Sum	\$1,600,000.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$1,815,000.00

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

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

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

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

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

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



Exhibit A

Orinda Office
2 Theatre Square
Suite 218
Orinda, CA 94563
925.254.5422 P

Seattle Office
3445 California Avenue SW
Suite A
Seattle, WA 98116
206.947.6869 P

AMENDMENT PROPOSAL FOR PROFESSIONAL SERVICES

DATE: January 31, 2024

TO: Derek Barry
Community Services Manager
City of Sumner
1104 Maple Street
Sumner, WA 98390

PROJECT: Reuben A. Knoblauch Heritage Park, Event Building & Hops Alley Documentation

CLIENT: City of Sumner Parks Department

CC: Alisa O'Haver-Ayala, City Engineer
City of Sumner

Dear Derek,

JETT Landscape Architecture + Design, Inc. is pleased to have the opportunity to submit the following amendment proposal to the City of Sumner for Landscape Architectural Services for the Reuben A. Knoblauch Heritage Park, Event Building & Hops Alley construction documentation, in the City of Sumner, Washington.

Our team is excited to be collaborating with your team at the City to continue evolving Sumner's Town Center open spaces and create places for people, events, and culture for the community in the heart of the City. Feel free to contact me anytime to discuss this proposal, or if any of the above requires further clarification.

Sincerely,
Jett Landscape Architecture + Design

A handwritten signature in black ink, appearing to be "T. Bronk".

Todd L. Bronk, Principal
WRLA #1056

A handwritten signature in black ink, appearing to be "Matt Martenson".

Matt Martenson, Senior Landscape Architecture
WRLA #1328

GENERAL SCOPE OF WORK

The following Scope of Work is based upon the City of Sumner's Master Plan for Heritage Park Master Plan and Alley Activation, **Exhibit A**, dated September 2023.

Exhibit A provides the overall scope areas for the park, park event building, and Hops Alley and includes programming for daytime and events (including building interiors), circulation, infrastructure (typical and events), site lighting, site grading, stormwater strategies, and phasing and implementation plans.

Exhibit B provides a task-based schedule for the project with an anticipated completion date for all work by the end of 2024. All consultants agree to meeting the timelines provided in this exhibit and manage any needs or information to complete tasks and provide comprehensive deliverables per the scope below based on the schedule. This schedule assumes the City of Sumner will meet all review timelines shown to allow for the expedited schedule for this design and documentation process of all tasks in the scope of work.

Exhibit C provides the area of work and survey and civil extents for connections of work areas into the existing City infrastructure, pedestrian and vehicular networks that surround the project sites.

All work will be in close collaboration with the City of Sumner and JETT's design team assembled for this project per the following detailed scope of services.

The project consists of the following tasks / scopes of work:

1. Heritage Park Permit Documentation
2. Heritage Park Event Building Permit Documentation
3. Hops Alley Permit Documentation
4. Project management

The scope of work will include the following disciplines | professional design firms:

1. Landscape Architecture | JETT
2. Civil Engineering & Site Estimation | JMJ - (refer to Exhibit G)
3. Architecture. Building Project Management | TCF Architecture - (refer to Exhibit F)
 - o Structural Engineering | PCS
 - o Mechanical, Electrical, Plumbing Engineering | BCE
 - o Estimation (Building) | RC Cost Group
 - o Envelope Consultant | ABBAE
 - o Hardware | Adams Consultant
 - o Coatings | TM Coatings
 - o Acoustical | Tenor
4. Site Lighting Design | Littlefish Lighting - (refer to Exhibit G)
5. Electrical Engineering | BCE - (refer to Exhibit G)
6. Structural Engineering | Swenson Say Faget - (refer to Exhibit G)
7. Survey | Truland - (refer to Exhibit G)
8. Geotechnical Engineering | PBS - (refer to Exhibit G)
9. Site Acoustical | Tenor - (refer to Exhibit G)

DETAIL SCOPE OF WORK

The JETT team will provide services in accordance with tasks and deliverables outlined below. The JETT team will work collaboratively with the City of Sumner (City) and in the following phases:

Task 1: Heritage Park

1.1 Existing Conditions

1. Duration: Refer to Schedule, Exhibit B
2. Description: Site Survey & Basemap for Heritage Park and Hops Alley
 - A. Park Survey to include property lines, underground utilities, and topographic information to edge of buildings on recently completed street projects on Cherry Street and Kincaid Avenue. Include sidewalk and utilities out to southern sidewalk edge (property limits) on Maple Street.
 - B. Alley Survey to include updated topographic information at West alley edge connecting to Kincaid Avenue, confirm utility locations, and extending to the crown of Alder Avenue, extending 20' North and South along the sidewalk.
 - C. The Team will work assemble a Basemap including updated survey information, design drawings for Hops Alley and Heritage Park.
 - i. Schedule: Draft to be completed by end of March 2024, final by end of April 2024.
 - D. Stormwater Infiltration Testing (2 test pits)
 - E. Geotechnical Investigations
 - i. Subsurface Explorations for building, park, and alley structural design elements.
 - F. Groundwater level monitoring (under separate contract)
 - G. Contaminated Media Management Plan (CMMP) for the existing known soils contamination on the park site based on historical use and current soil investigations (under separate contract)
3. Disciplines:
 - A. Landscape Architecture
 - B. Civil Engineering
 - C. Survey
 - D. Geotechnical Engineering
4. Meetings:
 - A. Weekly coordination meetings
5. Deliverables
 - A. Draft Topographic Survey per Exhibit C.
 - B. Final Topographic Survey, underground utilities, site parcel boundaries per Exhibit C.
 - C. Compiled Basemap (JETT / JMJ)
 - D. Stormwater infiltration report from testing
 - E. Geotechnical Report
 - F. Contaminated Media Management Plan (CMMP)

1.2 Design Development

1. Duration: Refer to Schedule, Exhibit B
2. Description: The team will work during this phase and collaborate with the City to develop design studies, conceptual details (for coordination) and material/product selections necessary to obtain direction, decisions, and design approvals by the City. The design studies will be based off the design and program established in the Master Plan.

The Design Development Package will include:

- A. Demolition Approach / Plan
- B. Master Plan program confirmation by area
 - i. Circulation and capacity
 - ii. Pedestrian & vehicular access and circulation
 - iii. Stage location and event use, including acoustical study
 - iv. Main Street Plaza
 - v. Seating steps
 - vi. Play area size and level of play
- C. Lighting Study and Fixture selection
 - i. Cutsheets for fixtures (preliminary and final)
 - ii. Photometric plans (preliminary and final)
- D. Paving Study
 - i. Material and finish selection
 - ii. Pattern development
- E. Planting Study
 - i. Tree selection
 - ii. Soil strategy
 - iii. Shrub and groundcover typologies
- F. Site Element Studies (materials and final form)
 - i. Seat Steps
 - ii. Lean Rail @ Main Street Plaza & Letters
 - iii. Stage and Event lawn
 - iv. Play area.
- G. Maintenance and Operations Study
 - i. Refuse enclosure and containment necessary to support Building and Park
- H. Grading, Accessibility, Drainage, and Stormwater Strategy
 - i. Grading Plan
 - ii. Stormwater Plan
- I. Civil Utility and Infrastructure Layout – Conceptual approach.
 - i. Sanitary Sewer Plan
 - ii. Water
 - 1. Private Utilities & JUT Plan (Civil)
 - iii. Security System (layout only)
 - iv. Music System (layout only)
 - v. Wireless / CCTV (layout only)
- J. Permit Approach Memorandum
- K. Cost Estimate updates from Master Plan (if necessary)
- L. Preapplication Documents and preliminary Conditional Use Permit strategy
- M. SEPA Checklist (initial review)

Where there are decision points in the Design Development Package, the Team will collaborate with the City to obtain direction and decisions necessary for the project to move into Construction Documents. The process and results will be documented in the Design Development Package which will be an indexed and combined PDF or PDFs formatted to 11x17 on a title block.

3. Disciplines:

- A. Landscape Architecture

- B. Civil Engineering
- C. Site Lighting Design
- D. Acoustical Engineering
- 4. Meetings:
 - A. Client Meeting Every (2) Weeks
 - B. Team Meeting Every (2) Weeks
- 5. Pre-Application Meeting (Site and Building)
- 6. Deliverables:
 - A. Meeting Agendas
 - B. Meeting Notes
 - C. Permit Requirement Memo
 - D. Detailed Project Schedule
 - E. Design Development Package
 - F. Pre-Application Submittal
 - G. Decision Matrix

1.3 30% Construction Documents

- 1. Duration: Refer to Schedule, Exhibit B
- 2. Description: The Team will work to translate the design studies and decisions from the Design Development Package into a 30% Construction Document (CD) Set, Conditional Use Permit application, CSI Specification Outline and Cost Estimate.
 - A. The Drawings will include the following sheet series (continued through all CD phases):
 - 1. Landscape Material and Planting Schedule
 - 2. Landscape Site Plan
 - 3. Landscape Grading Plan
 - 4. Landscape Planting Plan
 - 5. Landscape Structure Plan
 - 6. Landscape Overall Sections and Elevations
 - 7. Landscape Plan Enlargements
 - 8. Landscape Details
 - 9. Landscape 3D Views
 - 10. Civil Demo Plan / Existing Site
 - 11. Civil Stormwater Plan
 - 12. Civil Stormwater Report and Design
 - 13. Civil TESC Plans
 - 14. Civil Site Plan (Civil Grade and elevations)
 - 15. Civil Utility Plan
 - 16. Civil Sanitary Sewer Plans and Details
 - 17. Civil Utility Report
 - a) Private Utility Coordination
 - b) JUT Plans
 - c) Water/Fire Plans and Details
 - d) Private Utility Coordination
 - 18. Civil Details
 - 19. Electrical Site Plan (lighting and site electrical)
 - 20. Electrical Details
 - 21. Topographic Survey
 - B. Permit Applications

- C. The Cost Estimate and VE work will develop the projected construction costs such that the City of Sumner can continue to plan, seek funding, consider phases, and consider value engineering options and ideas.
- 3. Disciplines:
 - A. Landscape Architecture
 - B. Civil Engineering
 - C. Lighting Designer
 - D. Electrical Engineering
 - E. Structural Engineering
- 4. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
 - C. (1) VE Meeting
- 5. Deliverables:
 - A. Meeting Agendas
 - B. Meeting Notes
 - C. Detailed Project Schedule update
 - D. Conditional Use Permit (City of Sumner)
 - E. 30% Submittal
 - i. 30% Construction Drawings
 - ii. CSI Specification Outline
 - iii. Cost Estimate
 - iv. Structural Markups
 - F. QA/QC Documentation on 30% Submittal
 - G. SEPA Checklist
 - H. VE Spreadsheet
 - I. Decision Matrix

1.4 60% Construction Documents

- 1. Duration: Refer to Schedule, Exhibit B
- 2. Description: The Team will develop the Construction Documents from 30% to 60% during this phase. The documents are intended to be utilized for permitting, reviews and approvals. Details and information will be added to support the necessary reviews.
 - A. The Drawings will advance the sheets delivered at the 30% Construction Documents to a 60% / Building Permit ready documents and include the following additional information:
 - 1. Structural Site Plan
 - 2. Structural Plan Enlargements
 - 3. Structural Details
 - B. The Cost Estimate and VE work is intended to ensure that the projected construction costs are aligned with the budget and VE decisions and direction established during the 30% Construction Document phase.
 - C. The team will provide full CSI specifications for the park site development and work with the City to establish front end specifications for the bid documents during this phase of work.
 - D. Front End specs will be redlines by the JETT team in collaboration with the City of Sumner using template documents from the City.

3. Disciplines:
 - A. Landscape Architecture
 - B. Civil Engineering
 - C. Electrical Engineering
 - D. Structural Engineering
4. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
 - C. (1) VE Meeting
5. Deliverables:
 - A. Meeting Agendas
 - B. Meeting Notes
 - C. Detailed Project Schedule update
 - D. Signed Topographic Survey
 - E. 60% Submittal (Draft Permit Submittal)
 - F. QA/QC Documentation on 60% Submittal
 - G. Permit Submittal:
 1. 60% Construction Drawings
 2. Structural Calculations
 3. Stormwater Report
 4. CSI Specifications
 5. Front End Spec Markup
 6. Cost Estimate
 - H. SEPA Responses/Clarifications
 - I. VE Spreadsheet
 - J. Decision Matrix

1.5 90% Construction Documents

1. Duration: Refer to Schedule, Exhibit B
2. Description: 90% Construction Documents are intended to be an opportunity to develop and issue Permit Correction and Comment Responses necessary to obtain local building permit(s). During this phase the Team will produce detailed construction and front-end specifications necessary for the City to review, comment and respond prior to the Bid Document phase.
 - A. The Drawings will advance the sheets delivered at the 60% Construction Documents
 - B. A comment response document will be provided for all building permit comments and responses for coordination and record utilizing a Bluebeam mark up or spreadsheet.
3. Disciplines:
 - A. Landscape Architecture
 - B. Civil Engineering
 - C. Electrical Engineering
 - D. Structural Engineering
4. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
 - C. (1) VE Meeting
5. Deliverables:
 - A. Meeting Agendas
 - B. Meeting Notes

- C. Detailed Project Schedule update
- D. Permit Correction/Response Round 1
- E. Permit Correction/Response Round 2
- F. 90% Submittal:
 - 1. 90% Construction Drawings
 - 2. Structural Calculations
 - 3. Stormwater Report
 - 4. CSI Specifications
 - 5. Front End Specs
 - 6. Cost Estimate
- G. QA/QC Documentation on 90% Submittal
- H. VE Spreadsheet
- I. Decision Matrix

1.6 Bid Documents

- 1. Duration: Refer to Schedule, Exhibit B
- 2. Description:
 - A. The Team will work during this phase to ensure that the Bid Document package is complete such that the City may issue it for Public Bids. Resolution of Permit and Review comments will be incorporated.
- 3. Disciplines:
 - A. Landscape Architecture
 - B. Civil Engineering
 - C. Electrical Engineering
 - D. Structural Engineering
- 4. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
- 5. Deliverables:
 - A. Meeting Agendas
 - B. Meeting Notes
 - C. Markups on City Front End Specs
 - D. Draft Bid Document Submittal:
 - 1. 100% Construction Drawings
 - 2. Structural Calculations
 - 3. Stormwater Report
 - 4. Spec Book:
 - a. Front End Specs
 - b. CSI Specifications
 - 5. Cost Estimate
 - E. QA/QC Documentation on Draft Bid Document Submittal
 - F. Bid Document Submittal
 - G. Record of Decision Matrix

1.7 Outreach

1. Duration: Refer to Schedule, Exhibit B
 - A. Description: The Team will utilize content prepared as part of already completed phases of work to develop poster format PDFs for the City to print and use at Open House(s).
 - B. The Team will attend and participate in Open Houses (up to 2)
2. Disciplines:
 - A. Landscape Architecture
3. Meetings:
 - A. (2) Client Meetings
 - B. (2) Public Outreach Meetings
4. Deliverables:
 - A. Meeting Agendas
 - B. Meeting Notes
 - C. Poster Size PDFs conveying current design in graphic format (printing by City)

Task 2: Heritage Park Event Building (TCF lead)

2.1 Schematic Design

1. Duration: Refer to Schedule, Exhibit B
2. Description: Refer to Architectural Scope of work – Exhibit F
3. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
 - C. Refer to Exhibit F
4. Deliverables:
 - A. Refer to Exhibit F

2.2 Design Development (60% Documents)

1. Duration: Refer to Schedule, Exhibit B
2. Description: Refer to Architectural Scope of work – Exhibit F
3. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
 - C. Refer to Exhibit F
4. Deliverables:
 - A. Refer to Exhibit F

2.3 Permit Submittal

1. Duration: Refer to Schedule, Exhibit B
2. Description: Refer to Architectural Scope of work – Exhibit F
3. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
 - C. Refer to Exhibit F
4. Deliverables:
 - i. Refer to Exhibit F

2.4 90% Construction Documents

5. Duration: Refer to Schedule, Exhibit B
6. Description: Refer to Architectural Scope of work – Exhibit F
7. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
 - C. Refer to Exhibit F
8. Deliverables:
 - ii. Refer to Exhibit F

2.5 Bid Documents

1. Duration: Refer to Schedule, Exhibit B
2. Description: Refer to Architectural Scope of work – Exhibit F
3. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
 - C. Refer to Exhibit F
4. Deliverables:
 - A. Refer to Exhibit F

2.6 Outreach

1. Duration: Refer to Schedule, Exhibit B
2. Description: Refer to Architectural Scope of work – Exhibit F
3. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
 - C. Refer to Exhibit F
4. Deliverables:
 - Refer to Exhibit F

Task 3: Hops Alley

3.1 60% Construction Documents

1. Duration: Refer to Schedule, Exhibit B
2. Description: The Team will develop the Construction Documents from 30% to 60% during this phase.
 - A. The documents are intended to be utilized for permitting, reviews and approvals. Details and information will be added to support the necessary reviews.
 - B. The Team will develop and coordinate Structural and Electrical Engineering design with the design established in the already completed 30% submittal.
 - C. The Drawings will include the following sheet series:
 1. Landscape Material and Planting Schedule
 2. Landscape Site Plan
 3. Landscape Grading Plan
 4. Landscape Planting Plan
 5. Landscape Structure Plan
 6. Landscape Overall Sections and Elevations
 7. Landscape Plan Enlargements

8. Landscape Details
9. Landscape 3D Views
10. Civil Demo & Existing Site Plan
11. Civil Stormwater Plan & Report
 - a. Water Quality Options (assumes threshold for new/replaced hard surfaces will not be exceeded)
 - b. Conveyance Calculations
 - c. Construction Stormwater
12. Civil Utility Plan & Report
 - a. Sanitary Sewer
 - b. Water
 - c. Private Utilities
 - d. Refuse
 - e. Private Utility Coordination
 - f. Refuse Company Coordination
 - g. JUT
13. Civil TESC Plans
14. City Site Plan (Civil Grade and elevations)
15. Civil Water / Fire Plan
16. Civil Plan Enlargements
17. Civil Details
18. Electrical Site Plan
19. Electrical Details
20. Structural Site Plan
21. Structural Plan Enlargements
22. Structural Details
23. Topographic Survey
- D. Building Permit Application
- E. Specifications – WSDOT Format
 - i. City to provide template for front end specifications and bid schedule
 - ii. JETT team to provide draft special provisions documents for review by the City of Sumner.
3. Disciplines:
 - A. Landscape Architecture
 - B. Civil Engineering
 - C. Lighting Designer
 - D. Electrical Engineering
 - E. Structural Engineering
4. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
5. Deliverables:
 - A. Signed Topographic Survey
 - B. 60% Submittal (Draft Permit Submittal)
 - C. QA/QC Documentation on 60% Submittal
 - D. Permit Submittal:
 1. 60% Construction Drawings
 2. Structural Calculations

- 3. Stormwater Report
- 4. Specifications – WSDOT format
 - a. Bid Schedule and Engineers Estimate
 - b. Front End Spec Markup
 - c. Special Provisions
- E. Mockup and Prototype Memo & Drawings
- F. SEPA Checklist
- G. Decision Matrix

3.2 90% Construction Documents

- 1. Duration: Refer to Schedule, Exhibit B
- 2. Description:
 - A. 90% Construction Documents in intended to be an opportunity to develop and issue Permit Correction and Comment Responses necessary to obtain local building permit(s).
 - B. During this phase the Team will produce detailed construction and front-end specifications necessary for the City to review prior to Bid Document phase.
 - 1. The Team will develop and incorporate notes, material requirements, performance requirements, and technical information into the sheets to the maximum extent possible. Special provisions will be developed as necessary to support bidding, measurement, and payment.
 - C. The Drawings will advance the sheets delivered at the 60% Construction Documents
 - D. Project specifications (WSDOT format) will be completed in final draft during this phase of documentation. City will provide final comments on bid schedule and front-end documentation. JETT team will incorporate all comments and revisions to front end and special provisions for the project.
 - E. A comment response document will be provided for all building permit comments and responses for coordination and record utilizing a Bluebeam mark up or spreadsheet.
- 3. Disciplines:
 - A. Landscape Architecture
 - B. Civil Engineering
 - C. Electrical Engineering
 - D. Structural Engineering
- 4. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
- 5. Deliverables:
 - A. Meeting Agendas
 - B. Meeting Notes
 - C. Detailed Project Schedule
 - D. Permit Correction/Response Round 1
 - E. Permit Correction/Response Round 2
 - F. 90% Submittal:
 - 1. 90% Construction Drawings
 - 2. Structural Calculations
 - 3. Stormwater Report
 - 4. Specifications
 - a. Bid Schedule and Engineers Estimate
 - b. Front End Specs

- c. Special Provisions
- G. QA/QC Documentation on 90% Submittal
- H. Mockup and Prototype Review Memo
- I. Decision Matrix

3.3 Bid Documents

1. Duration: Refer to Schedule, Exhibit B
 - A. Description: The Team will work during this phase to ensure that the Bid Document package is complete such that the City may issue it for Public Bids. Resolution of Permit and Review comments will be incorporated.
2. Disciplines:
 - A. Landscape Architecture
 - B. Civil Engineering
 - C. Electrical Engineering
 - D. Structural Engineering
3. Meetings:
 - A. (1) Client Meeting Every (2) Weeks
 - B. (1) Team Meeting Every (2) Weeks
4. Deliverables:
 - A. Meeting Agendas
 - B. Meeting Notes
 - C. Permit Correction/Response Round 1
 - D. Permit Correction/Response Round 2
 - E. Draft Bid Document Submittal:
 1. 100% Construction Drawings
 2. Structural Calculations
 3. Stormwater Report
 4. Specifications (WSDOT Format)
 - a. Bid Schedule and Engineers Estimate
 - b. Front End Specs
 - c. Special Provisions
 - F. QA/QC Documentation on Draft Bid Document Submittal
 - G. Bid Document Submittal
 1. 100% Construction Drawings
 2. Structural Calculations
 3. Stormwater Report
 4. Specifications
 - a. Bid Schedule and Engineers Estimate
 - b. Front End Specs
 - c. Special Provisions
 - H. Record of Decision Matrix

Task 4: Project Management (JETT)

4.1 Project Management

1. Management of project tasks, schedule, milestones.
2. Project Management
 - A. Client Meetings
 - i. Meeting Agendas
 - ii. Meetings Minutes / record of discussions and decisions.
 - B. Detailed master project schedule with monthly updates
 - C. Project progress reports included with monthly invoicing
 - D. Changes to schedule, deliverables, and tasks throughout the life of the project including management of project contingency budget as part of the overall fee.
3. Team management
 - A. Contracting, insurance, and administrative needs surrounding team contracts, invoices, and scheduling.
 - B. Collection of invoices, payments, and distribution of payment.

4.2 Management contingency

1. Project contingency will consist of a fund of approximately 5% of the overall fee for the project to allow for unknowns in the current scope of work, significant changes in scope or schedule at the request of the client or project needs during the life of the project.

This contingency will also be a repository for any unused fees (from scope not completed under contract in each task) that can be redistributed to the project team as needed during the proposed project schedule timeline by JETT.

FEES AND EXPENSES

Fees for the above services will be provided on a Lump Sum basis and invoiced monthly based upon percentage completion on each task and phase of work. The below fees for base services include all sub-consultant fees. Refer to breakdown of fees in Exhibit E.

Base Services

Task 1: Heritage Park	\$ 470,120
Task 2: Heritage Park Event Building	\$ 770,807
Task 3: Hops Alley	\$ 156,420
Task 4: Project Management	\$ 197,653

Total Base Services Fee	\$ 1,595,000
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Reimbursable Expenses (Budget Estimate)	\$ 5,000
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Total Fee	\$ 1,600,000
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Reimbursable expenses are included in the above fees and will be billed on a time and materials basis as described under Schedule of Hourly Rates and Expenses. The above amount is for budgeting purposes and may be subject to modification within the total fee amount. Please see Assumptions and Schedule of Hourly Rates and Expenses below.

ADDITIONAL SERVICES

Fees for the following optional services are not included in the above Scope of Work and Fees and may be negotiated on a task-by-task basis or at stated hourly rates. JETT will provide a detailed estimate of fees and expenses for Client approval prior to commencing with these services and utilize the management contingency as part of Task 4: Project Management if funds are available.

1. Change in overall schedule of the project as outlined in Exhibit B	Time and Materials
2. Additional permit submittals not identified in the above scope of work	Time and Materials
3. Additional advanced graphics / renderings not identified above	Time and Materials

SCHEDULE OF HOURLY RATES (JETT)

Refer to attached Exhibit D

ASSUMPTIONS

1. Building Program: The building program is established through the 09/2023 Heritage Park Master Plan (Exhibit A) as a 2-story building approximately 9,000 SF with Office/Admin functions on the second story and Event/Restroom functions on the first story.
2. Schedule & Durations:
 - a. Bid Documents for Tasks 1-3 (Heritage Park, the Heritage Park Event Building, and Hops Alley) will be complete by 12/31/2024.
 - b. The PreApp process for the Heritage Park Event Building (from PreApp submittal) to formal PreApp comments will be completed in 42 days (6 weeks).
 - c. City Review Durations for 50% Design Development, 100% Design Development, and 30% Construction Documents will be completed in 14 days (2 weeks) from the day of submittal.

- d. City Review Durations for 60% Construction Documents (Permit Submittal) and 90% Construction Documents (Permit Corrections) will be completed in 42 days (6 weeks)
- 3. Regular Meetings:
 - a. Regular City/Consultant Team meetings will be held once every two weeks.
 - b. Regular Consultant Team meetings will be held once every two weeks.
 - c. Regular City/Consultant Team meetings and Regular Consultant Team meetings may be combined.
- 4. Bid/Spec Format:
 - a. Heritage Park specifications will be completed in CSI format.
 - b. Heritage Park Event Building specifications will be completed in CSI format.
 - c. Hops alley specifications will be completed in APWA format.
 - d. The City will provide front end specs in CSI and APWA format to be used as a template by the team. Edits to front end specs will be completed by the JETT team.
- 5. Separate Work:
 - a. Demolition of the existing building in Heritage Park will be completed by others separate from this scope and contract.
 - i. The City will provide updates and documentation of the progress to the JETT team.
 - b. Contaminated Soils Assessments, Environmental Assessments/Reports, and Contaminated Soil Management Plan (Measures for Handling/Disposal of Contaminated Soils will be completed by others separate from this scope and contract.
 - i. The City will provide updates and documentation of the progress to the JETT team.
 - c. Groundwater Monitoring is already in place and will continue to be monitored by others separate from this scope and contract.
 - i. The City will provide updates and documentation of the progress to the JETT team.
- 6. SEPA:
 - a. A single SEPA checklist is required for the Heritage Park and Heritage Park Event Building.
 - b. No SEPA checklist is required for Hops Alley.
- 7. Permitting:
 - a. The JETT team will author and electronically submit permit submittals including drawings, specifications and forms. The following are included:
 - i. Conditional Use Permit for Heritage Park
 - ii. Building Permit Submittals (City of Sumner)
 - iii. PSE Application
 - iv. Refuse Application
 - v. Fire Department Review
 - b. Heritage Park, the Heritage Park Event Building, and Hops Alley will be permitted through development services, not through Public Works, given the projects occur almost entirely on parcels and not ROW. No Public Works submittals or reviews are included.
- 8. Decision Matrix: A single decision matrix spreadsheet will be utilized for all tasks, 1-3. Architecture and JETT to lead these matrices for the following tasks.
 - a. Task 1: JETT
 - b. Task 2: TCF Architecture
 - c. Task 3: JETT
- 9. City Review/Permit Comments will be consolidated into a single document or document set (for example a spreadsheet and a drawing set markup) for each review.
- 10. City to provide Arborist report for existing trees including health assessments and survey locations if required for design / planning services.

11. Submittals for each task, 1-3, shall be prepared and administered as individual packages. Further splitting of drawings into separate packages not identified in the above scope of services is not included.
12. Unless otherwise notified by City of Sumner (City), acceptance of the above proposal is for Base Services only.
13. JETT will provide services in accordance with the above Scope of Work and Fees which shall be made a part of any agreement between JETT and City of Sumner (City) and both party's responsibilities and duties shall be as agreed upon under any such agreement.
14. Reimbursable expenses shown above are for budgeting purposes only. JETT will notify City for authorization of additional expenses if required.

EXCLUSIONS TO THE SCOPE OF WORK

Services not included in the above Scope of Work and fees are outlined below. Some services not performed by the JETT team may be contracted through them.

1. Professional services beyond those identified in base services as described above, including arborist reports (provided by City of Sumner), traffic engineering, etc.
2. Meetings with agencies, regulatory entities, or stakeholder groups outside the above base scope of services.
3. Modifications or revisions to drawings once the Owner has approved them.
4. Coordination and processing of submittals to jurisdictional agencies outside those listed in the above base services.
5. Design of water features, pools and spas beyond Design Development.

INFORMATION AND/OR SERVICES TO BE PROVIDED BY OTHERS

The following information or services are required for the performance of work, and are not included in the above scope of services and fees:

1. Environmental Services (contaminated soils, groundwater monitoring, critical areas)
2. Cultural Resources
3. Traffic Engineering

ESTIMATED WORK SCHEDULE

Refer to attached Exhibit B – Project Schedule

EXHIBIT 'A'

City of Sumner Town Center Scope of Work – Master Plan dated September 2023

EXHIBIT 'B'

Project Schedule

EXHIBIT 'C'

Limit of Survey Area (existing conditions)

EXHIBIT 'D'

Schedules of Hourly Rates

EXHIBIT 'E'

Breakdown of consultant & sub-consultant fees

EXHIBIT 'F'

Subconsultant scope of work Task 2 (Architectural team proposals)

EXHIBIT 'G'

Sub-consultant scope of work Task 1, Task 3 (Site team proposals)



CITY OF
SUMNER
WASHINGTON

HERITAGE PARK MASTER PLAN & ALLEY ACTIVATION

DATE:
September 2023

CONTACTS:
Derek Barry, Community Services Manager, 253-299-5714
Alisa O-Haver-Ayala, Associate City Engineer, 253-299-5703

MORE INFORMATION:
Learn more & tell us what you think!
Scan with phone camera to connect:



HERITAGE PARK ♦ IN THE HEART OF SUMNER



TABLE OF CONTENTS

- I. PLACEMAKING**
- II. PARK MASTER PLAN**
 - 1. Park Preferred Plan
 - 2. Design Principals
 - 3. Community Engagement
 - 4. Events & Programing
 - 5. Design Elements (lighting, infrastructure, play area, seating, etc.)
 - 6. Perspectives, Graphics
- III. ALLEY MASTER PLAN**
 - 1. Alley Preferred Plan
 - 2. Events and Programing
 - 3. Design Elements / Design Guidelines
 - 4. Perspectives, graphics
 - 5. Cost Estimate

APPENDICES

- APPENDIX 1: SITE ANALYSIS**
 - i. CULTURAL RESOURCE INVENTORY
 - ii. EXISTING LIGHT LEVEL ANALYSIS

- APPENDIX 2: OUTREACH PHASE 1 - VISIONING**
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- APPENDIX 3: OUTREACH PHASE 2 - CONCEPTUAL DESIGN ALTERNATIVES**
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- APPENDIX 4: OUTREACH PHASE 3 - DRAFT PREFERRED PLAN**
 - i. POSTERS
 - ii. COMMUNITY SURVEY RESULTS

The Master Plan for Sumner's Heritage Park and Alleyway were defined through our approach to placemaking, inclusive public outreach, and the contextual elements influence daily use and community celebrations in downtown. Our first placemaking principal focused on integrating the diverse options and ideas for the park and alleyways into a cohesive vision that defined how future open spaces in downtown will be utilized, expressed and unified. The process took the next step to translate the vision into design ideas and alternatives that met the goals of the community, provided maximum programmatic value for residents and retailers, while creating flexibility in scale and use.

The Master Plan document provides a road-map through the design process from initial program diagrams, design alternatives, and a final preferred plans for the open spaces associated with Heritage Park. The inputs into the design, including the feedback from the community, City team, architects, engineers, and budget estimators, worked to shape this document and contribute to the sustainable implementation of the Master Plan into a reality for Sumner and it's citizens.

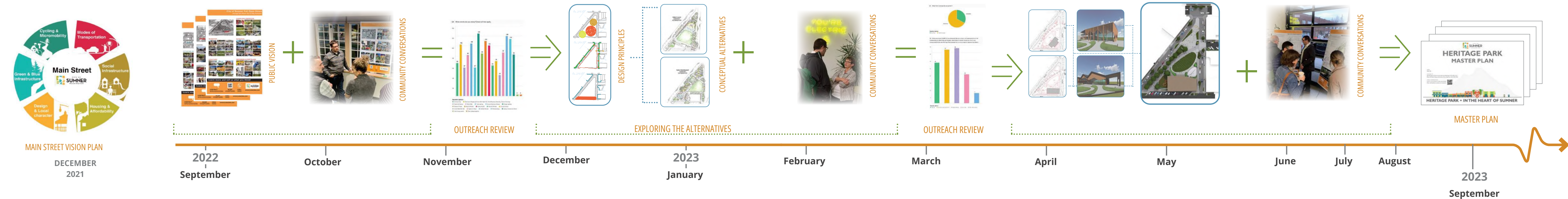
CONTRIBUTORS

The City of Sumner	Kathy Hayden, Mayor
Cultural Arts Commission	Derek Barry, Community Services Manager
Forestry & Parks Commission	Alisa O'Haver-Ayala, Associate City Engineer
Design Commission	Ryan Windish, Community Development Director
Sumner Main Street Association	Carmen Palmer, Communications Director

DESIGN TEAM

JETT Landscape Architecture + Design
JMJ Team
TCF Architecture
Littlefish Lighting

A PLACEMAKING PROCESS FOR SUMNER



LISTENING

Outreach for Phase 1 of the Summer Town Center Master Plan & Alley Activation project sought to engage the community in an effort to collect ideas and preferences regarding what is currently loved and well used in the vicinity of the project as well as what problems and concerns may exist regarding the project. This phase of outreach gathered input from the community on preferences for events and programming, amenities, character and aesthetic, wayfinding and storytelling, and alley activation. This project includes Master Planning work for Heritage Park, as well as design for the Alley.

EXPLORING

Developing program alternatives, their scale, and relationships allowed for the exploration of how the park framework should be shaped and developed. Design alternatives tested the program relationships with the retail edges, the access to the newly activated alley, and the programs themselves. Each design alternative tested a dynamic series of spaces that allowed for clear and concise circulation paired with rooms that could expand and contract between daily use and events. Locations for events accounted for solar access, views and vistas, and direct or indirect connections back to Main Street.

Designs explored how exterior and interior spaces could interact and engage each other, activate, and support the intended uses of the play area, stage, and open lawn and support the civic needs of a central open space in downtown Sumner. Each building alternative considered internal programming shared with external needs of the park programs.

CREATING

Open spaces are supported by their surroundings, their users, and the programs that bring people and communities together. The creation of the master plan for Heritage Park was founded on contextual needs, relationships, and uses with the intent to develop active, safe, and engaging open spaces in the downtown. Each design alternative tested classic forms with modern expressions of spaces for gathering, play, and relaxation. Alternatives were then flexed to include areas for the arts and cultural expressions of Sumner that could be showcased during events and celebrations. The designs studied the history of agriculture, lumber, indigenous tribes, and the natural environs surrounding the valley's connection to Mount Rainier.

The final design created a new heart for the city that focused on community gatherings of all sizes complemented by the surrounding retail and future expansion of families living the downtown area.

SUSTAINING

The sustainable design approach utilized for the master plan focused on the social, economic, and environmental impacts of Heritage Park. Initial concepts looked at ways to increase pedestrian activity both day and night to create a catalyst for the downtown economy through daily retail, increased nighttime activity, and expanding the tourism draw for the retail community.

Creating a sustainable master plan includes phasing the final design into a series of phases that can be developed independently while not impacting any existing work on and around the park itself. The final design creates opportunities to expand design elements in both function and form over time as the budgetary factors allow and provides opportunities such as the new civic building, for private funding sources to enhance the park and accelerate timelines for elements beyond the basic framework of spaces, needs, and cultural expressions.



PARK MASTER PLAN

1. **Park Preferred Plan**
2. **Design Principals**
3. **Community Engagement**
4. **Park Programs**
5. **Park Circulation**
6. **Green Infrastructure**
7. **Activation & Events**
8. **Event infrastructure**
9. **Art & Cultural Elements**
10. **Site Lighting**
11. **Grading**
12. **Community Building**
13. **Renderings**
14. **Implementation**

SITE PLAN



KEY NOTES

- 1 SIDEWALK (BY WOONERF PROJECT)
- 2 PARALLEL PARKING
- 3 PLANTING AREA
- 4 TREE PLANTING
- 5 STORMWATER PLANTING AREA
- 6 SEATING (MOVABLE)
- 7 SEATING (FIXED)
- 8 SEATING (TERRACED)
- 9 FLEXIBLE PLAZA SPACE
- 10 PLAYGROUND
- 11 STAGE
- 12 CENTRAL GATHERING AREA
- 13 BUILDING & CANOPY (DASHED)
- 14 PROMENADE
- 15 CONNECTION TO ALLEY
- 16 BACK-IN ANGLE PARKING
- 17 POP-UP TENTS / FOOD TRUCK AREA
- 18 ICONIC ELEMENT
- 19 'SOUTH ALLEY' DESIGN/PLANNING UNDERWAY

THE PREFERRED PLAN

The 'Park Promenade' concept organizes a series of outdoor rooms around a central promenade bisecting the park. The park area on the Cherry Ave side of the promenade features a flexible; semi-covered dining/drinking gathering space at the tip of the triangle; an elevated mound with integrated seating facing the central gathering space; and a playground paired with a spray-ground, both semi-enclosed by seat walls. The park area on the Kincaid side of the promenade is dedicated to the 'front porch' experience on non-event days and is the primary gathering space for events and festivals.

The organizational hierarchy baked into this concept borrows from the Main St feel with a series of rooms/spaces organized around a promenade. The promenade is the symbolic representation of Main St in the park.



A hop trellis inspired shade/canopy structure provides flexible seating and beer garden opportunities beneath.



A semi-transparent mega canopy provides ample covered outdoor space.



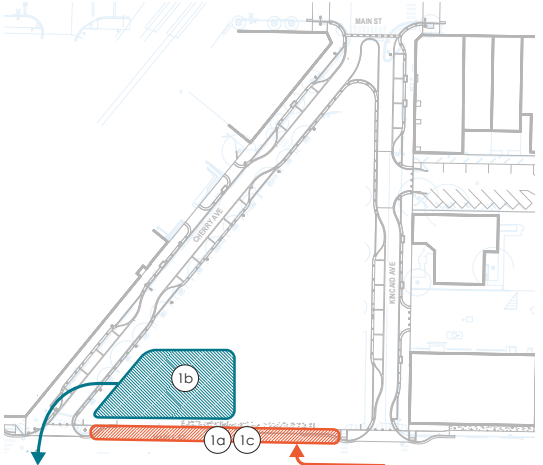
Rooms defined by seating elements & planted areas host different recreational amenities.



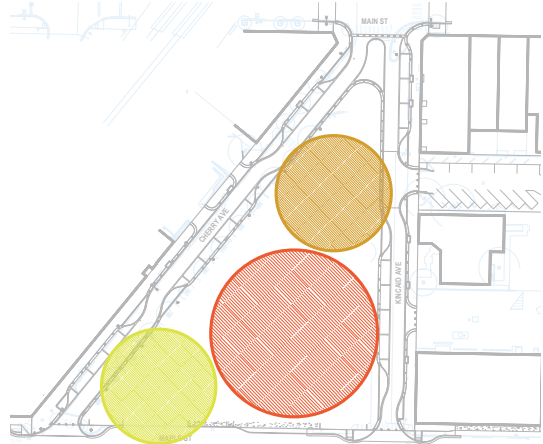
A grand front porch provides opportunity for porch swings and other porch activities.

PREFERRED PLAN

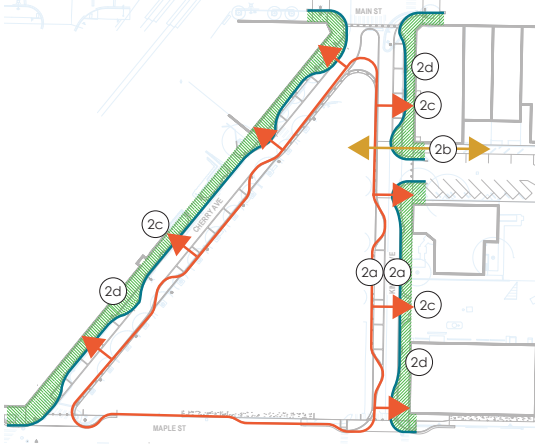
SITE RENDERING



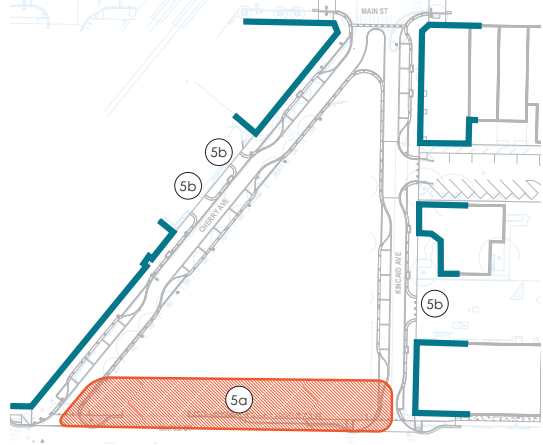
- 1 PARK IN, PARKING OUT!**
- 1a Utilize the existing right of way along Maple Street to increase public parking.
 - 1b Removing parking and drive isles adds to the overall usable square footage of the Park for pedestrians.
 - 1c Maintain loading zone for daily use and develop a drivable plaza for event loading / unloading associated with the building.



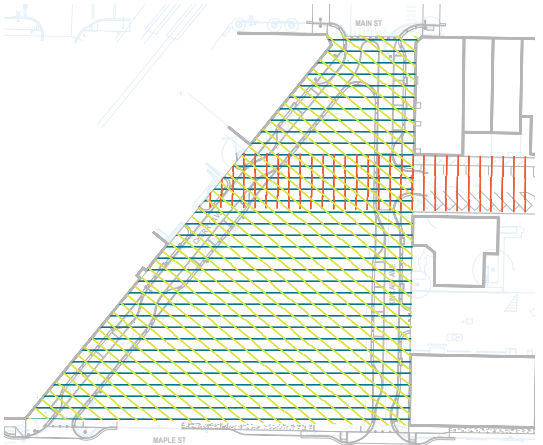
- 4 DEFINE SPACES & PROGRAM**
- 4a Identify discrete programmatic elements and right-size spaces to host them
 - 4b Identify relationships between programmatic elements and locate proximally
 - 4c Identify less compatible elements and provide separation



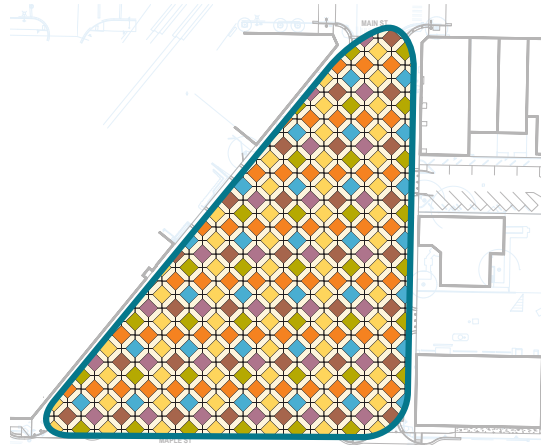
- 2 BUILD ON THE FRAMEWORK**
- 2a The woonerf design of Cherry and Kincaid street create a framework for vehicular circulation.
 - 2b Develop designs for circulation, gathering, pedestrian access around that framework and integrate it into the South Alley design
 - 2c Create meaning beyond engineering for the curves and forms to expand the park feel to the edge of the retail buildings facing the park.
 - 2d Claim the retail sidewalk as the edge of the park, not the street and parking.



- 5 ANCHOR THE EDGES**
- 5a Finish the South edge of the park to capture energy, scale, and view-shed.
 - 5b Encourage retail in-fill to continue activation of the downtown streetscapes, park, and alleyways.



- 3 UNIFY THE TOWN CENTER**
- 3a Create synergy between retail sidewalks, woonerf, park and alley's via design elements.
 - 3b Design should intuitively connect the user's experience to being in downtown Sumner.
 - 3c Create a district feel for the public realm in Town Center



- 6 CREATE A DESTINATION**
- 6a Envision the park as a rich tapestry representative of the people who live, work, and play in Sumner; ensure it supports:
 - 6b Daytime activities
 - 6c Nighttime activation, safety and comfort
 - 6c Reflection of culture and history
 - 6c Reflection of place and context
 - 6c Memorable and dynamic experiences
 - 6c Focus on return visitors and creating new reasons to return through art, programs, lighting, etc.

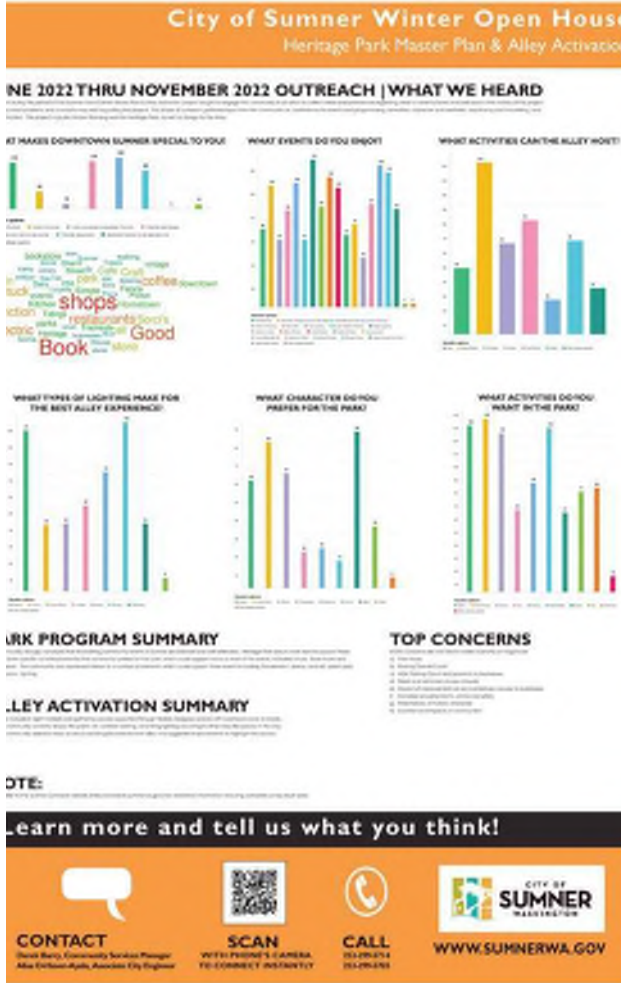
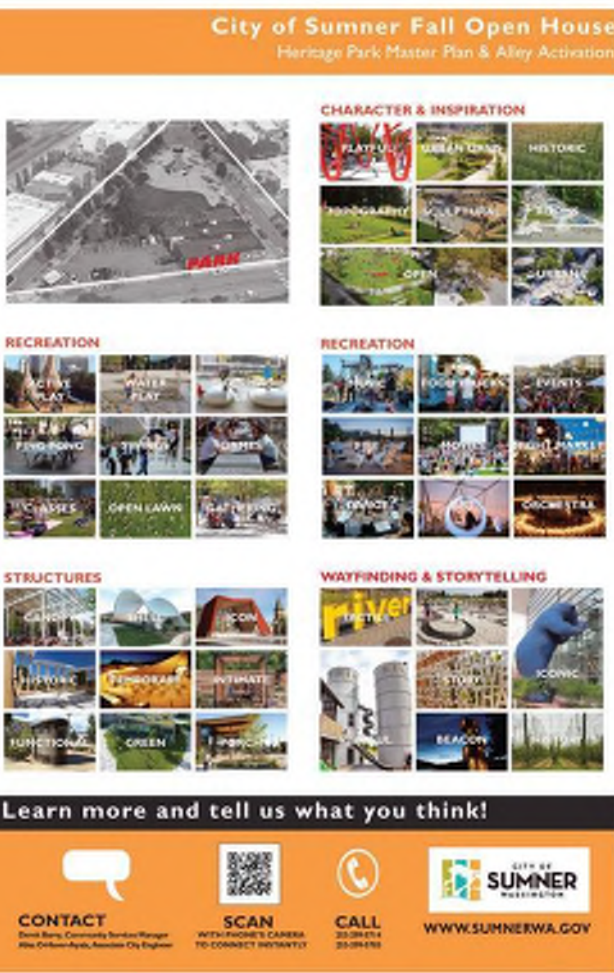
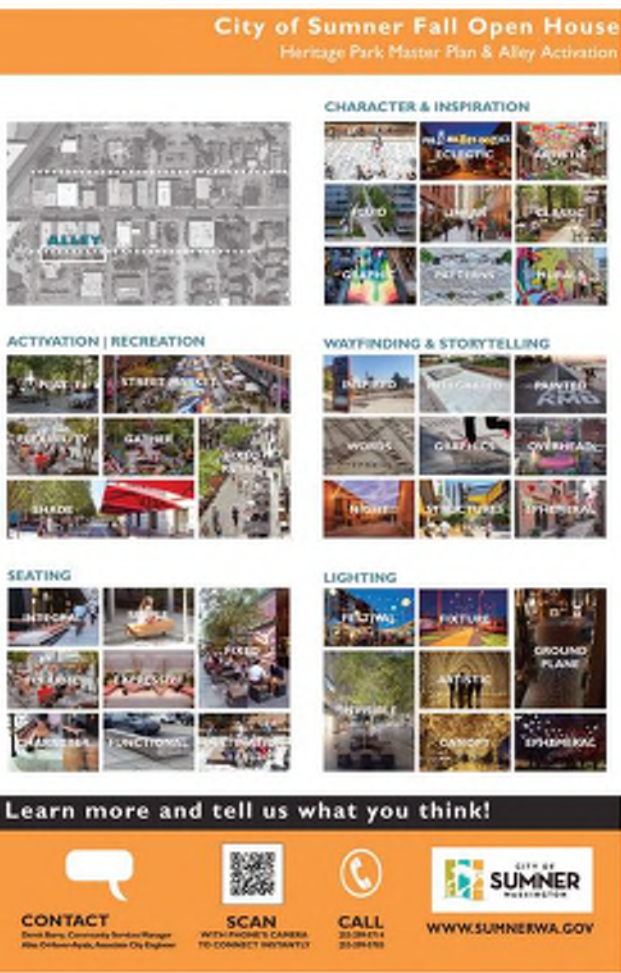
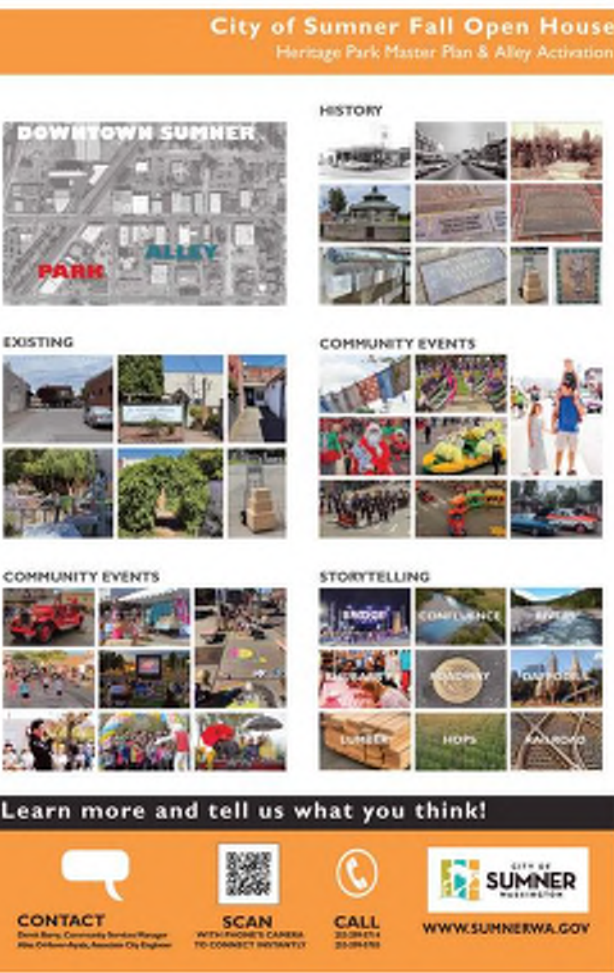
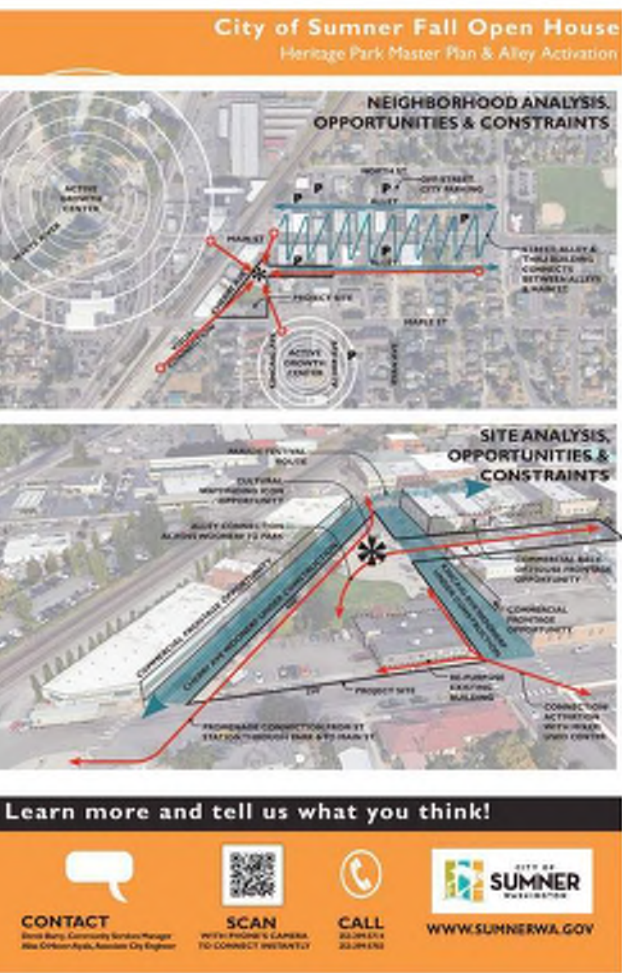
DESIGN PRINCIPLES

PROGRAMS, CULTURE, & CHARACTER

Phase one of the Master Plan outreach took place from June 2022 through November 2022 engaging the community based on the Main Street Vision Plan created in 2021. Outreach during this period of the Summer Town Center Master Plan & Alley Activation project sought to engage the community in an effort to collect ideas and preferences regarding what is currently loved and well used in the vicinity of the project as well as what problems and concerns may exist regarding the project. This phase of outreach gathered input from the community on preferences for events and programming, amenities, character and aesthetic, wayfinding and storytelling, and alley activation. Input was gathered through a public open house and community survey results that provided direct input into the alternatives explored in the next phase of the design process.

This phase of outreach included Master Planning work for Heritage Park as well as design for the downtown Alleyways. The engagement of the retail community on Main Street was through stake-

holder meetings and a design workshop that presented conceptual alternatives on how the alleyways could engage the public, retail alley frontages, maintain parking, increase accessibility, and create a sense of place and scale for pedestrian use. A large concern for main street retailers was parking and access with a need to reduce clutter and concentrate utilitarian functions such as trash collection and pick up, loading and unloading, and lighting into design concepts blended function and form together for ease of use and safety.



EXPLORING THE ALTERNATIVES

The second phase of outreach for the Master Plan focused on obtaining input on design alternatives for the park and included exploration of the character for the alley from December 2022 through April 2023. Survey and input results from the initial phase of outreach were share including a program summary for the park, alley activation, and top concerns expressed by the community.

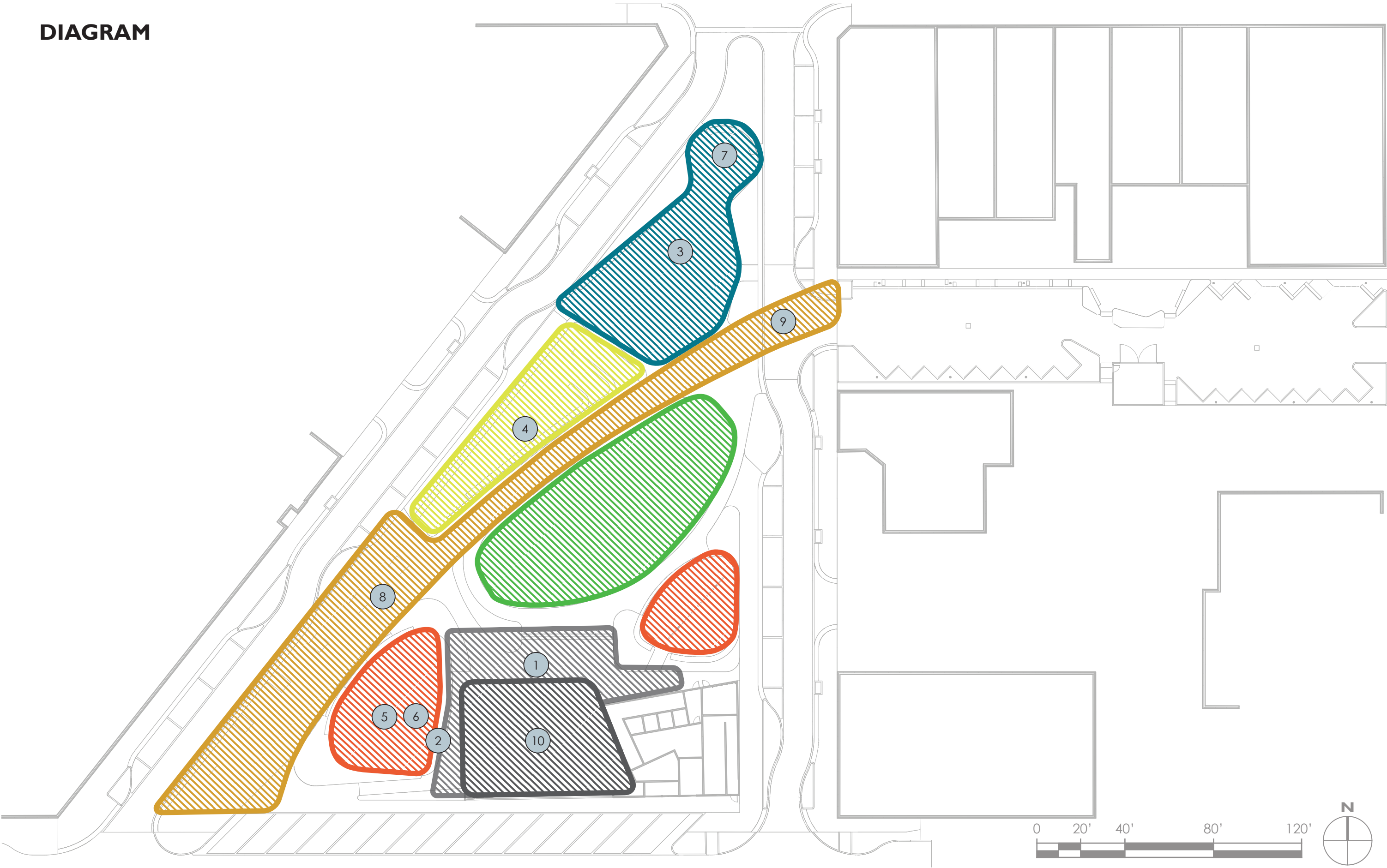
Each design alternative further explored ideas of the park as an urban oasis, a front porch for the community and how each space can be shaped an expressed as an event and cultural space for everyone. The design alternatives provided various perspectives on circulation, connections to the retail and woonerf streets, and how the "nuts and bolts" of the park and event space could be expressed or hidden in plain sight.

CREATING THE PREFERRED PLAN

During the final stage of outreach for the Master Plan, the community and stakeholders reviewed the final preferred plan for the park and alleyway based on input from the community, the City of Sumner, and the results of the community building design alternatives. The preferred park design was developed into a fly through model depicting the spatial qualities and relationships of the preferred programs and activities that included overlay diagrams and videos on how community and day to day events could populate and share the newly created spaces.

During this phase of outreach, the design provided for input on the suggested materials, lighting, cultural, artistic, and infrastructural components of the preferred plan. The final input will evolve the preferred plan into a final Master Plan shaped by the community of Sumner for their downtown open spaces.

DIAGRAM



KEY NOTES

- 1 Community Building creates Front Porch facing main gathering spaces
- 2 "Side Yard" with mobile furniture and connection to family play
- 3 Garden Dining Area (Main Street Plaza)
- 4 The Rainier View perch
- 5 Playground
- 6 Family Play Area
- 7 The 'Main st. Landing' pulls Main st into the park and offers flexible seating
- 8 Main promenade
- 9 Connection to 'Alley'
- 10 Community Building Rent-able Event Space(s)

PARK PROGRAMS AND SPACES

The community strongly conveyed that the existing community events in Sumner are beloved and well attended. Heritage Park should continue to support these events and evolve the park spaces for the ongoing expansion of the residential population through the adjacent transit-oriented district adjoining the historic downtown. Input also noted the need for support facilities for community use including new restrooms, power and water connections, terraced seating areas, gathering spaces protected from the elements, family play spaces, a stage area, and designated spaces for daily gather and seating that had a direct relationship to Main Street.

Through the design process, the community expressed a preference for maintaining flat and accessible spaces that were flexible and accommodating to various sizes of events and uses. The final design created a large flexible event area, anchor by a stage and the new community building with opportunities to host a variety of scaled uses both day and night.



Market tents in public plaza



Amphitheater seating for events and daily gathering



Family Play Area



Music & dancing



Seating for people watching and relaxation

DIAGRAM



KEY NOTES

- 1 Primary (Promenade) Pathway
- 2 Park Pathway
- 3 Sidewalk
- 4 Crosswalk
- 5 Park Pathway Flow Across Woonerf (for events/closures)
- 6 Connection to Hop Alley
- 7 Connection to Sounder Station

CIRCULATION

The preferred design for the park is based on a main pedestrian promenade that organizes a series of rooms and smaller pathway connections around a central circulation spine. The promenade connects the Southwest corner of the park and the Sound Transit station with the Northeast corner of the park and Hop Alley. One of key design principals focuses on consolidating daily pedestrian movements along the park edge to the retail side of the street and creating an expanded park that reaches beyond Kincaid and Cherry Avenue out to the retail edge and sidewalks of the newly constructed streetscape.

Connections to main street are created through the existing retail sidewalk and informal crossings from the Main Street Plaza at the North point of the park. Vehicular circulation and parking is concentrated at the edges and through the woonerf design, can be eliminated during major events allowing for the street itself to serve as a major pedestrian circulatory and organizing element.



Promenade as the central spine for the park programs



Sidewalks in the park connect peripheral gathering areas



Main promenade defined by accent paving to compliment the patterns and scale of the woonerf.



Secondary connectors are defined by simple sidewalks without patterns and textured finishes

PARK CIRCULATION

DIAGRAM



KEY NOTES

- 1 Urban tree canopy shading
- 2 Solar panel opportunity
- 3 Green roof opportunity
- 4 Stormwater capture / filtration
- 5 Low water use planting
- 6 Planting pocket for urban cooling
- 7 Sumner Themed Seasonal Planting Area
- 8 Below Grade Stormwater Soil Cells for Trees
- 9 Green framed views of park action from Main St

GREEN URBAN OASIS

The renovation of open spaces in downtown Sumner create an opportunity for the city to take a new approach to public infrastructure needs including power, rainwater management, water use management, and regional heat generation from urban pavements. The park is an opportunity to establish an urban canopy for shade and reduction in localized heat islands along with collection of stormwater for filtration and slow release during major storm events. The structures in the park can support solar panels or green roofs that advance the stormwater infrastructure, provide localized energy offsets, and continue to add to a localized cooling effect in downtown.

Plantings throughout the park should have low water and maintenance needs while providing shade, texture, and scale to the pedestrian environment. Their location and overall size of the planting area should be close to equal in value to create a feeling of being in a natural environment in this urban setting. All of these factors above contribute to a health park, local environment, and community health and when possible, should be applied into the final design, materials, and integration of infrastructure for all open spaces in downtown.



Shade from tree canopies reduce urban heat islands



Solar panel roofs with rainwater collection



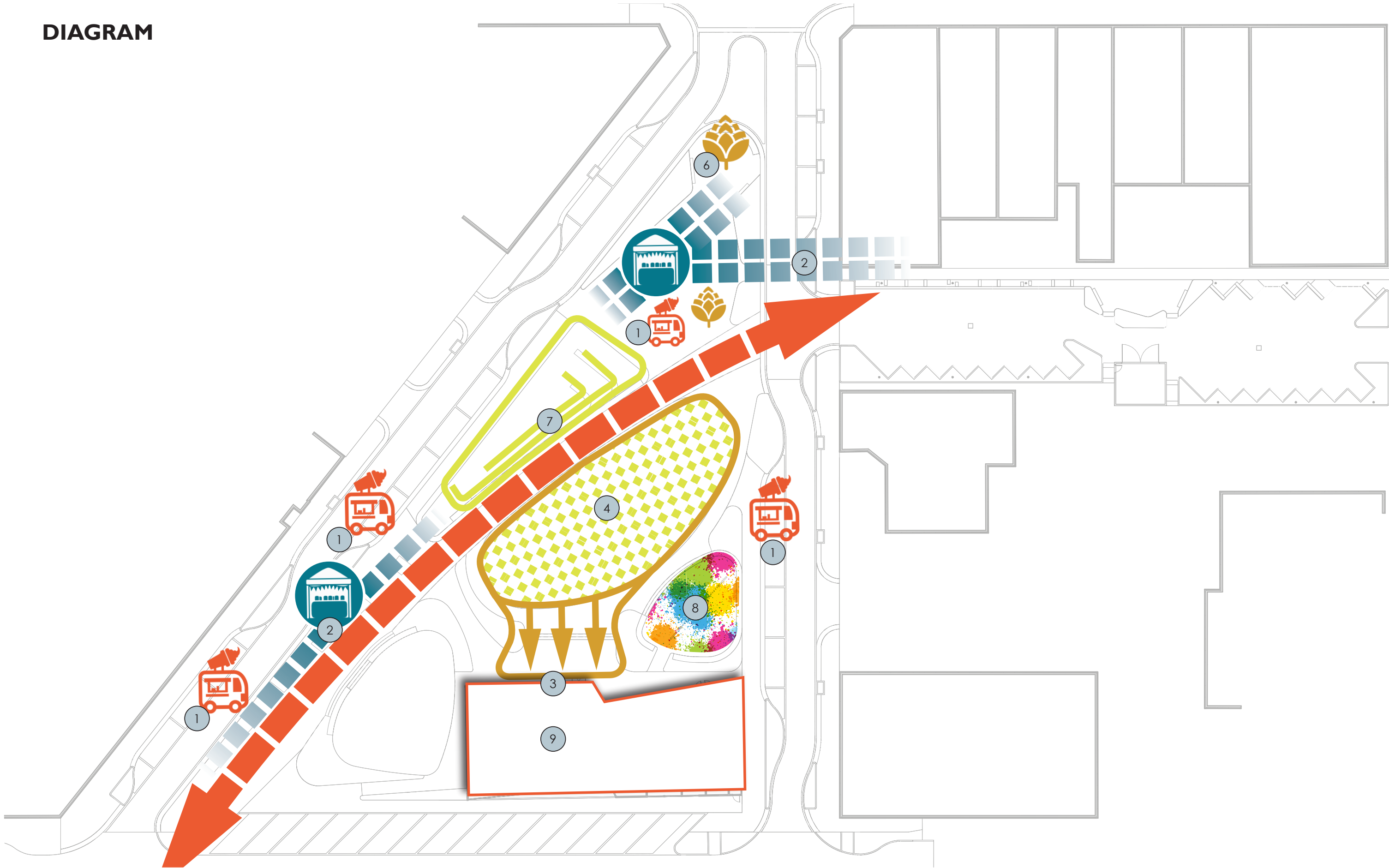
Native / Low water use / low maintenance plantings



Green roofs on structures clean and collect rainwater

GREEN INFRASTRUCTURE

DIAGRAM



KEY NOTES

- 1 Pop-Up Food Truck Court
- 2 Market Tent Promenade
- 3 Sumner's Front Porch
- 4 A 6,000 sf flat Event Lawn provides tons of seating
- 5 Event Lawn Spill-out Steps
- 6 Temporary Enclosure transforms Garden Dining Area into Main St Beer Garden
- 7 Terraced Seat Steps offer 'back-row' seating with good views of stage
- 8 Outdoor Event Stage
- 9 Event Building w/ rent-able space
- 10
- 11

-  Utility Hook-Ups for Food Trucks
-  Parking
-  Performance Support Infrastructure
-  Wifi/Security/Communication Infrastructure

COMMUNITY EVENTS

Sumner residents have a rich tradition of celebrating culture, history, food, and entertainment as a community. From May through December their is a strong history and tradition of events that are hosted along Main Street or within the existing Heritage Park. Each event or festival uses the park and open spaces in downtown in a unique way geared towards celebrating the community in pedestrian oriented public venues, often overlaid on streets, parking lots, and alleyways.

The Master Plan focuses on integrating the needs of these events into the new designs for the streets, alleys and Heritage Park without impacting daily needs and access along Main Street for retail vendors. Spaces within the park are designed to expand and host scales of attendees as needed while allowing circulation, retail, and vehicular circulation to remain clear and concise. Infrastructure for water, lighting, speakers, and power will be integrated into design elements in the park or associated directly with the new community building. When fully implemented, the master plan will allow for Main Street to remain open while the open spaces in downtown can host major or several smaller events that engage and enliven the retail and community experiences is downtown.



Daffodil Festival and Parade



Movies off Main Street



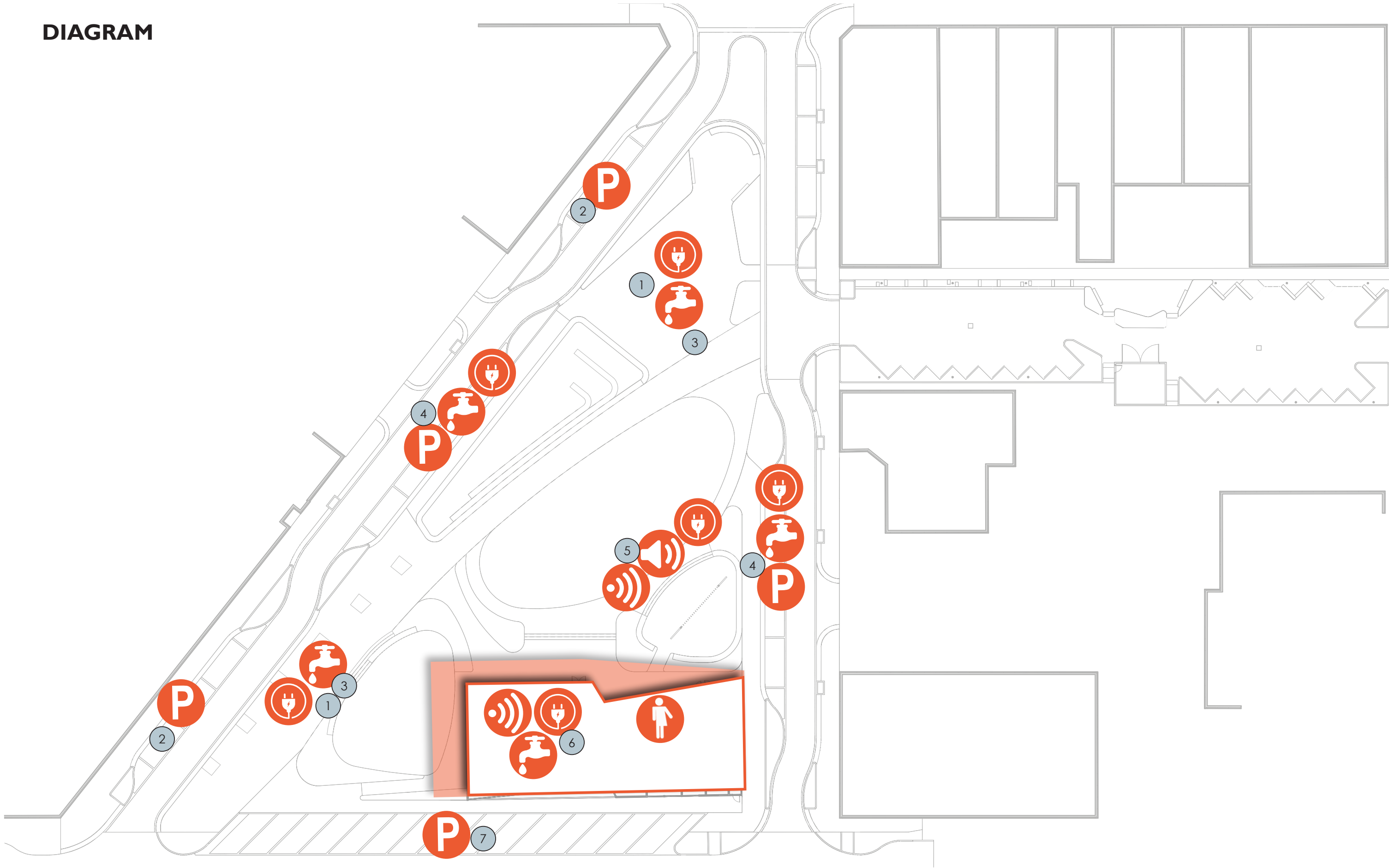
Cruise Sumner



Rhubarb Days & Market

ACTIVATION & EVENTS

DIAGRAM



KEY NOTES

- 1 Power and Water hook-ups facilitate pop-up markets, food trucks, and small performances.
- 2 Street Parking available for events when Woonerf is open
- 3 Power and Water hook-ups along the Promenade facilitate linear markets and events
- 4 Power and Water hook-ups allow Street Parking areas to be adapted as Food Truck courts
- 5 Power, Audio/Visual/Comm hook-ups support performances at the stage and event lawn
- 6 Event Building provides Power, Water, Audio/Visual/Comm service to interior and exterior spaces for indoor/outdoor use and events; as well as a restroom for the park
- 7 Street Parking with emphasis on ADA stalls

- Utility Hook-Ups for Food Trucks
- Parking
- Performance Support Infrastructure
- Wifi/Security/Communication Infrastructure
- Restroom & Event Support Facilities

EVENT INFRASTRUCTURE

Events are a big part of life in Sumner and the region and the design goals are to provide safe and easy access to the necessary infrastructure where it's needed without cluttering up the open spaces. The renovation of the downtown open spaces is a unique opportunity to capture infrastructure for the historic and future events in the Town Center and hide them in plain sight, integrating them into the renovation designs, materials, new structures, and fixed seating elements. This reorganization of event infrastructure and expansion of the spatial needs for events will allow for Main Street to remain active as a retail and transportation corridor during a majority of Sumner's events in downtown.

The preferred design captures locations for food trucks and market tents to allow for clear and concise circulation while allowing patrons to enjoy and participate in the events without conflict. The parking adjacent to the park has been dedicated as rooms for food vendors and patrons with the promenade being able to host market tents at the South or North end with the opportunity to expand into the Main Street Plaza.

The stage is directly associated with the new community building allowing for performers to utilize the building or alcove facing the stage as a "green" room with power, sound, and lighting integrated into the seat walls and overhead stage structure. Once completed, the community building will serve as an indoor / outdoor venue that expands the event time frames and use in Heritage Park year-round.



Space and hook ups for food truck vendors along street



Event hook-ups integrated into park elements



Equipment for sound, lighting, and power on stage



Connections and structures for movie / event screens

DIAGRAM



KEY NOTES

- 1 Iconic Element instantly conveys the essence of Sumner from afar and are engaging up-close
- 2 Inclusive Storytelling embedded throughout conveys diverse perspectives and stories equitably
- 3 Wayfinding at key decision points connects park users to amenities and opportunities in th community beyond
- 4 Sumner themed seasonal planting/art areas welcome visitors



Local History



Local Agriculture



Events for all ages



Integration into seating elements



Cultural or artist mural / wall art



Playful signage for the park or city

ART & CULTURAL EXPRESSIONS

Creating a vibrant downtown park is more than programing, scale, and activation. Sumner's downtown open spaces need to continue to express a sense of community and serve as a memorable destination for tourist where culture, history, and arts are expressed and celebrated in playful and integrate moments. These moments need to be dynamic and drawn all users back to the downtown on a regular basis with continuity of experiences that remain dynamic in time so that every visit creates a new memory for generations of families.

The history, culture and arts of Sumner have been woven into the Master Plan designs in fixed, ephemeral, and seasonal elements. These expressions should be curated for impact and use and remain part of the evolution of the designs through the history of Heritage Park. Each an every element from seating elements to art sculptures should remain unique, visible from all angles of the park, and express a sense of place that invites interactive and playful use from all ages and heritage to celebrate Sumner.

ART & CULTURAL ELEMENTS

DIAGRAM



KEY NOTES

- 1 Existing Pedestrian light
- 2 Existing Vehicular light
- 3 Park Promenade Light
- 4 Uplighting
- 5 Seating under wall / bench
- 6 Art / Cultural lighting element
- 7 Building lighting
- 8 Catenary lighting - Permanent
- 9 Catenary lighting - Festival

FIXTURE TYPES



Pedestrian Light with indirect light source



Catenary - Permanent



Pedestrian Light with camera, wi-fi, & emergency call



Catenary - Festival

LIGHTING DESIGN

Lighting programming and design for the open spaces in downtown concentrated on complimentary layering of the existing historic street and pedestrian light fixtures on Main Street and within Heritage Park. The goal for lighting these open spaces was to preserve and upgrade the existing fixtures and add pedestrian and site scale lighting to illuminate the ground plane, accent the new park promenade, and create low level lighting that was additive to the existing for safety, warmth, and comfort.

The park light fixtures focused on accenting the main circulation through the park without creating impacts during events and shows that would occur on stage or inside the new community building. Bollards are added as needed to compliment the recent woonerf improvements with vegetation uplighting, down lighting on seating elements, and artistic light elements rounding out the new improvements. Overhead catenary lighting sets the tone in the alleyway and could be expanded to highlight events occurring at the Main Street Plaza.



Existing Light Pole



Promenade Pole / Event lighting



Art / Cultural Element lighting



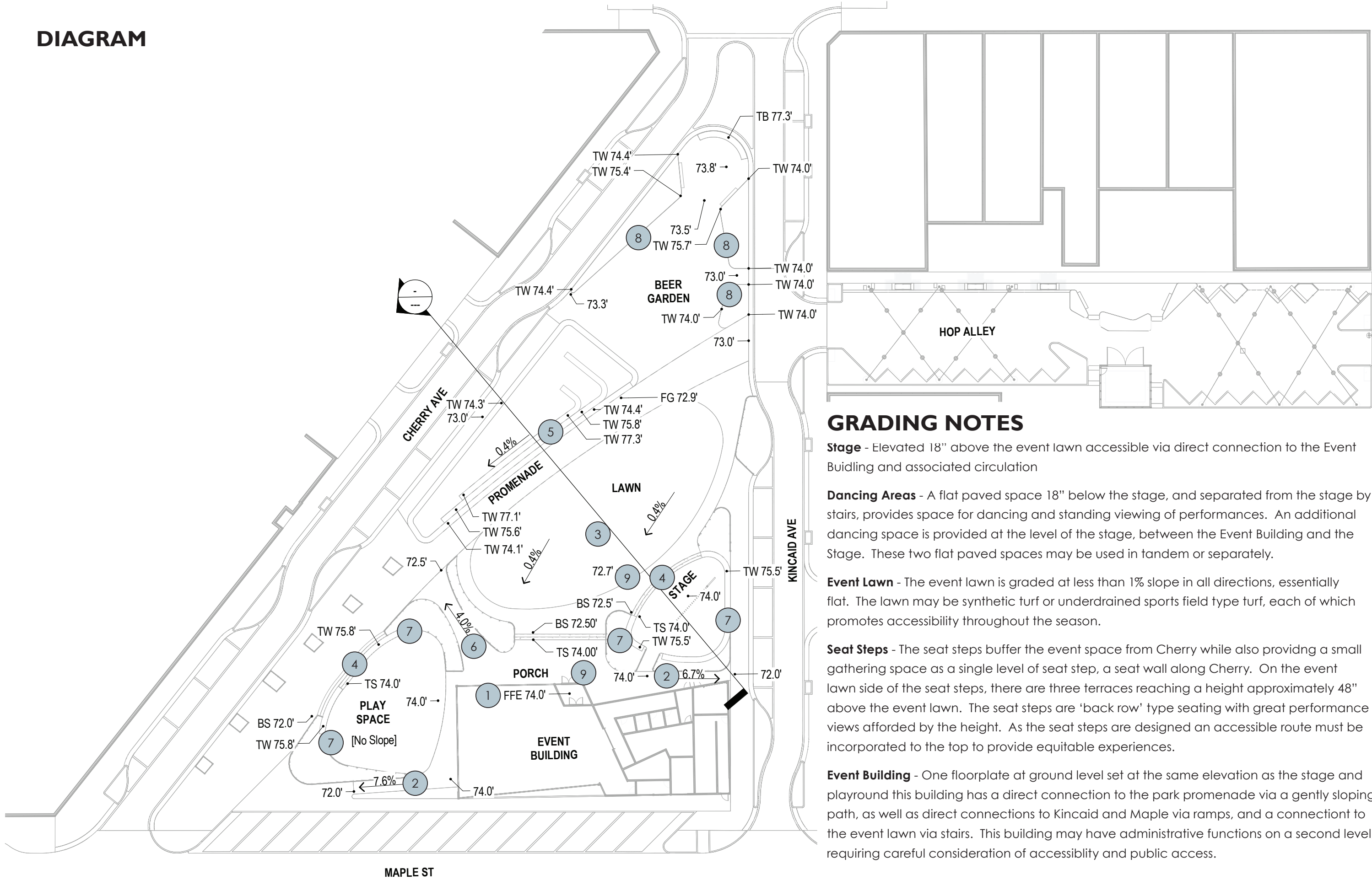
Fixed seating light elements



Catenary lighting

SITE LIGHTING

DIAGRAM



KEY NOTES

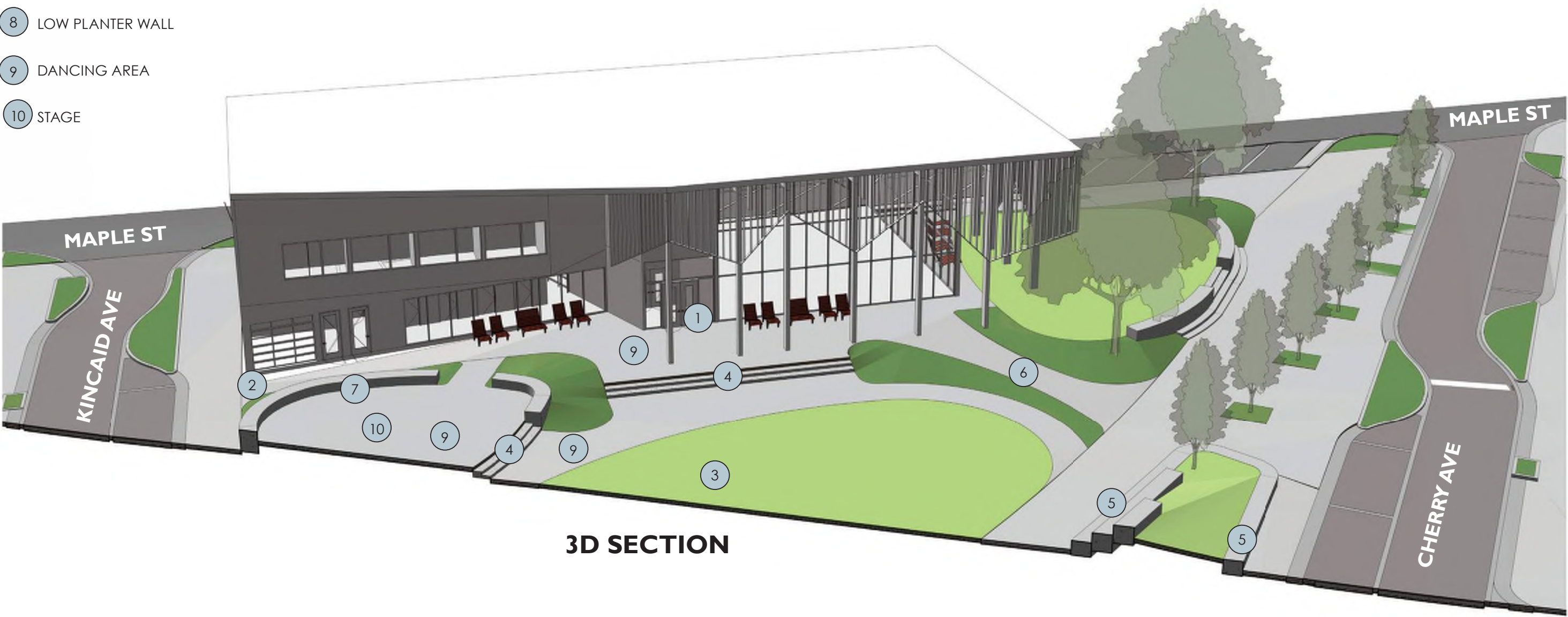
- 1 BUILDING FINISH FLOOR ELEVATION
- 2 RAMP
- 3 'FLAT' LAWN (LESS THAN 1% SLOPE)
- 4 STAIRS
- 5 SEAT STEPS
- 6 SLOPING PATHWAY
- 7 SEAT WALL
- 8 LOW PLANTER WALL
- 9 DANCING AREA
- 10 STAGE

GRADING NARRATIVE

The goal for grading is to create an inclusive and accessible park experience for all. That means each person who visits the park should have the opportunity to access each type of experience equitably and with companions. Grading design in the park centers around creating an event space featuring an elevated stage, a dancing area, an event lawn as the main gathering area, and elevated seating areas. The Event Building supports all of the individual event spaces, events as a whole, and has direct connections to each space. As the project moves into the next phases of design, each of these components must be carefully designed to promote equitable experiences for all abilities.

The spot elevations, slopes and grading design in the drawings on this spread is diagrammatic and intended to convey relationships, heights and grades relative to other features and grades. Subsequent phases of design will build upon this grading design with the intent to provide similar relationships and strategies.

The master plan grading design for Heritage Park is straightforward and strategic. The recently completed Woonerf construction project established the grades at the perimeter of the park and the intent is to meet and match all of these grades. Slope in the park will generally follow the slope established in the Woonerf project, and where deviations are made, they are strategic and focused toward event and performance function. Descriptions of strategic grading moves can be found in the Grading Notes at left.



GRADING

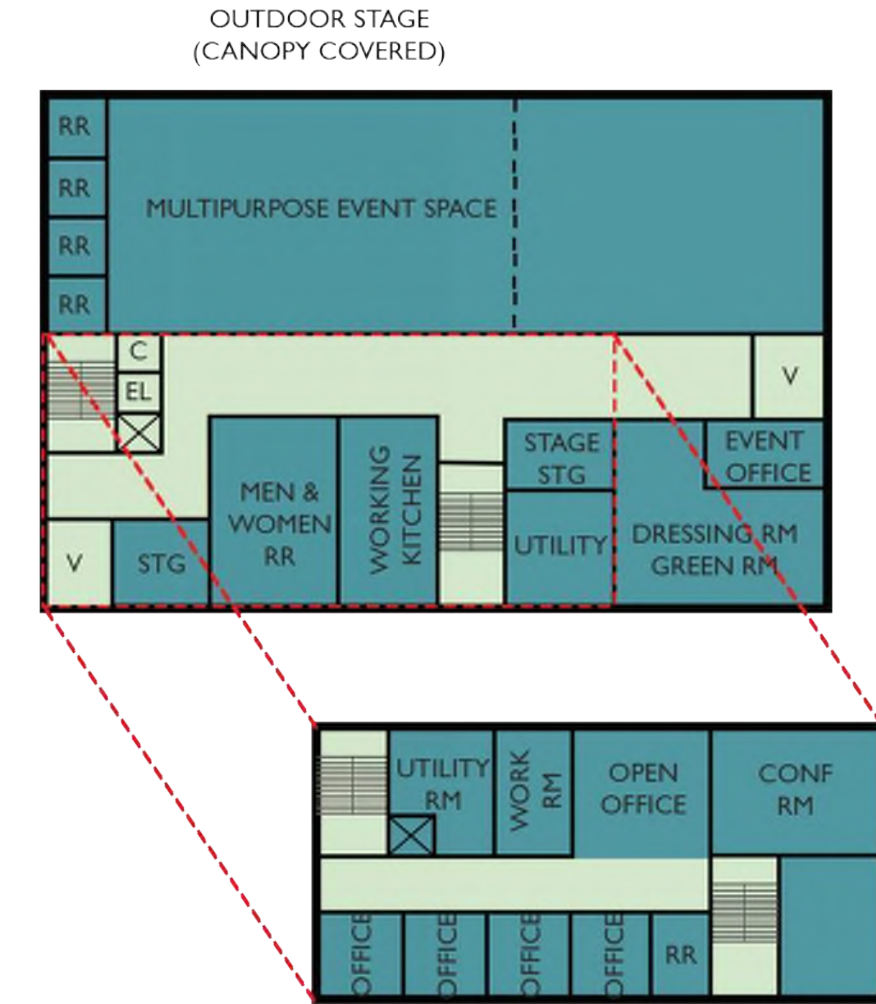


COMMUNITY BUILDING PROGRAM

The program for the building was developed in coordination with the City of Sumner and input received during the initial phase of outreach. The goal for the building program was to create a signature community indoor / outdoor venue that could anchor the downtown park aesthetically and through activation. As part of the program study, a second story of programed space was explored as an alternative to adding additional office and meeting spaces for the City of Sumner staff.

The building layout consists of the full building program on two stories (dashed red lines indicate 2nd story placement). The first floor consists of the event spaces and their support amenities. The second floor contains the parks department specific program. The multipurpose event space can accommodate as many as 150 people or be broken into two smaller spaces with a movable wall. This space opens up to the canopy covered stage which faces the main new park activities.

ENLARGED FLOOR PLAN



FIRST FLOOR PLAN

SECOND FLOOR PLAN

PROGRAM SPATIAL STUDY

HERITAGE PARK Masterplan Study				PREDESIGN PROGRAMMING	
SPACE DESCRIPTION	PROPOSED SPACE STANDARD	AREA (SF)	QTY	TOTAL (SF)	GENERAL SPACE PURPOSE AND DESIGN CRITERIA
PUBLIC / EVENT SPACE					
Public Vestibule	10 x 10	100	1	100	Public access to building
Public Reception Area	10 x 12	120	1	120	Secure control point for visitors.
Unisex Restroom	8 x 8	64	4	256	Single user, toilet and sink, ADA accessible
Event Coordinator Office	12 x 14	168	1	168	Office for event coordinator
Stage (canopy)	26 x 26	676	1	676	Exterior stage with canopy, 18' + minimum ceiling height
Stage Dressing Room/Greenroom	20 x 24	480	1	480	Storage closets and mobile changing room dividers,
Stage Storage	14 x 16	224	1	224	Miscellaneous Storage
Working Kitchen	12 x 16	192	1	192	
Event Space	30 x 90	2,700	1	2700	Space to accommodate various events for up to 100-150 people at tables and chairs, 18' + minimum ceiling height. Roll up or folding doors to open space to exterior
Custodial Closet	6 x 8	48	1	48	Mop sink and shelving
IT Room	10 x 10	100	1	100	Secure space for servers and other equipment
Fire Riser Room	8 x 10	80	1	80	If needed
Mechanical Room	10 x 16	160	1	160	Hot water heater and other equipment that cant be in a ceiling space
Electrical Room	10 x 10	100	1	100	
SUBTOTAL AREA				5,404	
CIRCULATION / WALLS / MISC.				30%	1,621
TOTAL PUBLIC / EVENT FACILITIES					7,025
PARKS ADMINISTRATION SPACES					
Parks Entry Vestibule	10 x 10	100	1	100	Parks vestibule
Parks Reception Area	10 x 12	120	1	120	Space to land after entering the building
Enclosed Office	10 x 12	120	4	480	Enclosed office with up to 6'x8' desk
Open Office	6 x 6	36	4	144	Up to 6'x6' workstations
Workroom / Storage	10 x 12	120	1	120	Copier printer and other storage needs in shelving and cabinets
Medium Conference Room	14 x 22	308	1	308	Conference space for 10-12 people
Mechanical Room	10 x 12	120	1	120	Hot water heater and other equipment that cant be in a ceiling space
Custodial	6 x 6	36	1	36	Mop sink/frack
IT / Electrical Room	8 x 8	64	1	64	Primary hub for electrical equipment
Fire Riser Room	8 x 10	80	1	80	If needed
SUBTOTAL AREA				1,572	
CIRCULATION / WALLS / MISC.				30%	472
TOTAL PARKS ADMINISTRATION FACILITIES					2,044
TOTAL BUILDING AREA				9,069	

TCF Architecture, pllc

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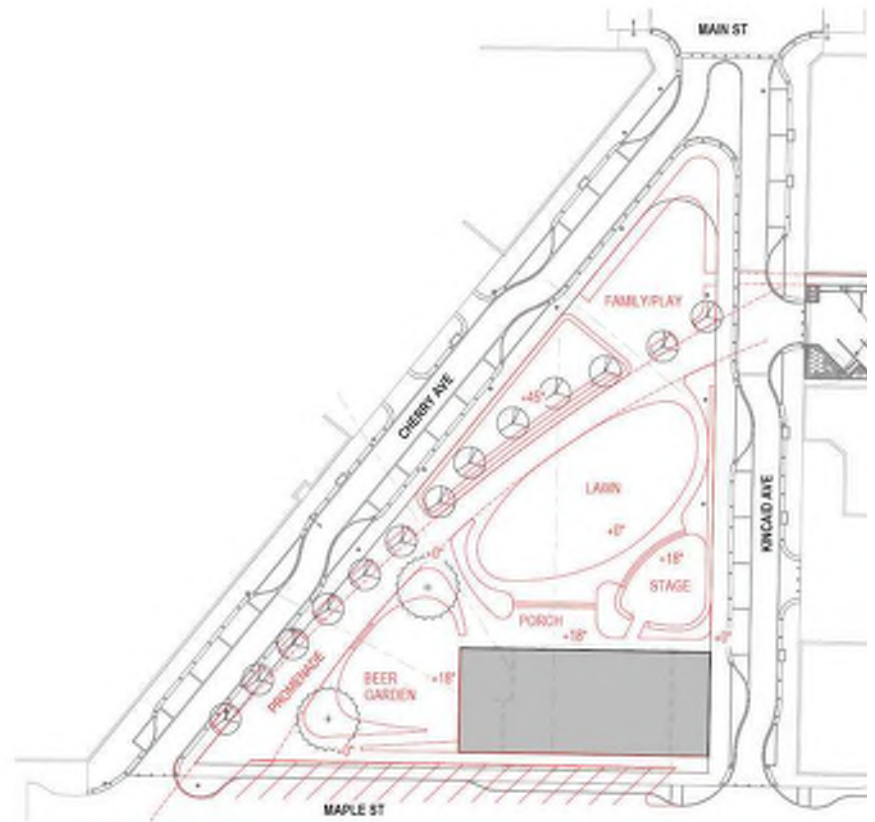
DRAFT December 2022

LOCATION, MASSING AND CONCEPTUAL STUDY

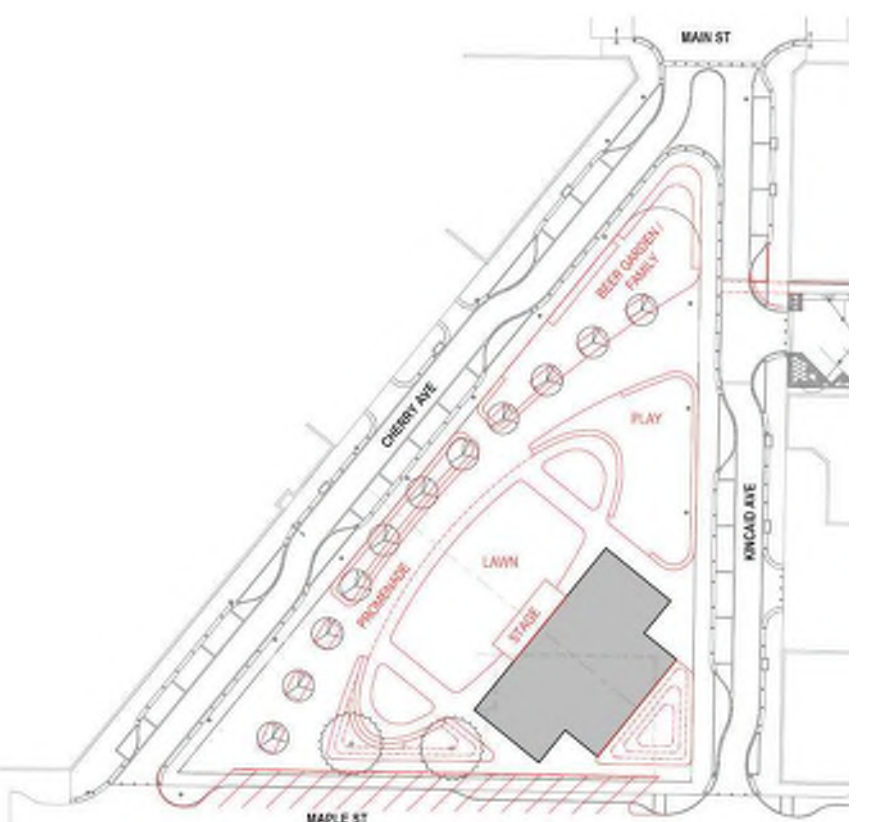
The location along the south and east edge of the park responds to the existing building (to be removed) and preference for an event stage to be coupled with the infrastructure of the building and the views towards Mount Rainier. Based on the input from the Park Design Alternatives, the building orientation and integration with an exterior stage were studied (refer to alternatives below) for their impact on the park, accessibility from the street, and views to the building from Main Street and the downtown alleyways. Each alternative further examined the scales of the complimentary open spaces and their ability to expand based on the events occurring within the park or building itself.

The selected design study, Alternative One, provided the most flexibility for the building and park to be developed in a phased approached that addressed the need for both a family play area and event stage to have direct relationships for access while creating a separation of spaces via the wrap around exterior porch created under the building canopy that added additional shelter for parents and patrons of the park from the elements. Alternative one created the most opportunity to combine and separate uses indoor and outdoor allowing multiple events and uses to occur at once without circulation or programmatic impact to each other.

With the location established and programs confirmed, building concepts were prepared to create a framework for how contextual, cultural, and environmental expressions could create a civic destination for Sumner and serve the programming and community needs for the expanding residential population in downtown. The concepts explored creating a major canopy element to protect users of the park and compliment exterior spaces while allowing maximum natural daylight to penetrate the large event rooms and activity spaces. Each concept explored the day and night expressions of light from the building would provide a beacon of light from the South, West, and North while focusing on back of house access and needs to the East along Kincaid Avenue.



ALTERNATIVE 1



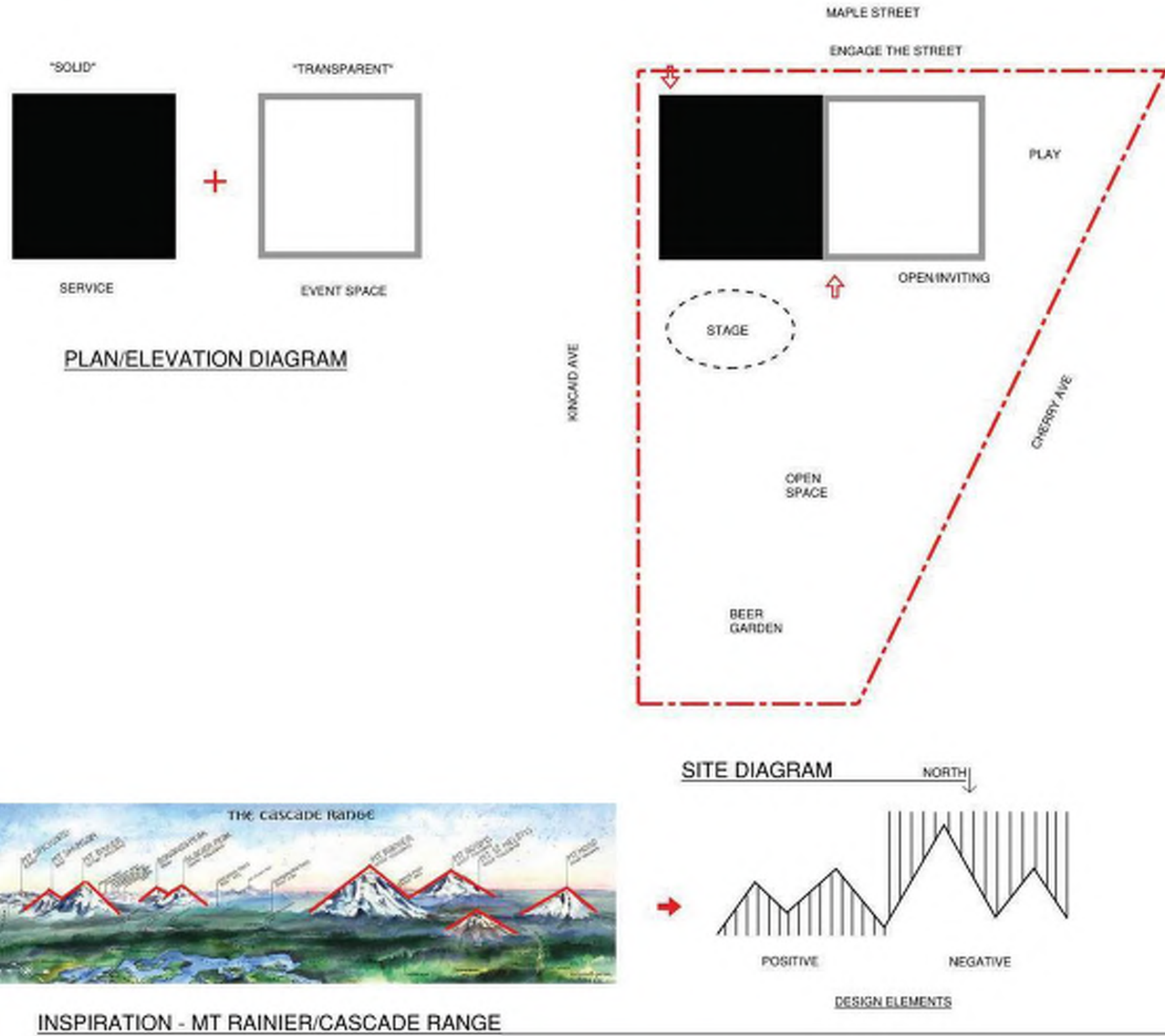
ALTERNATIVE 2

COMMUNITY BUILDING

SEPTEMBER 2023

24

BUILDING DESIGN STUDY & ALTERNATIVES



ALTERNATIVE 1



ALTERNATIVE 2

BUILDING PREFERRED CONCEPTUAL DESIGN



HERITAGE PARK



RENDERINGS

HERITAGE PARK



PHASING PLAN

PHASE ONE
ALLEY & MAIN STREET PLAZA

PHASE TWO
PARK & PLAYGROUND

PHASE THREE
COMMUNITY BUILDING

PARK ROM ESTIMATE

ITEM NO.	UNIT	Est.	DESCRIPTION	UNIT PRICE	AMOUNT	NOTES
GENERAL						
100	LS	1	Mobilization (8%)	\$474,238	\$474,238	
101	LS	1	Erosion/Water Pollution Control (3.5%)	\$148,483	\$148,483	
102	LS	1	Construction Survey (3%)	\$127,271	\$127,271	
Total General =					\$689,993	
PART A - SITE PREPARATION						
200	LS	1	Demolition Buildings	\$200,000	\$200,000	
201	LS	1	Excavate Salvage	\$20,000	\$20,000	
202	LS	1	Site Demolition	\$100,000	\$100,000	
203	LS	1	Environmental/Hazardous Material	\$250,000	\$250,000	Contingency
204	TON	2000	Site Excavation and Fill	\$40,000	\$80,000	
TOTAL PART A =					\$650,000	
PART B - UTILITIES						
300	LS	1	Water Domestic	\$30,000	\$30,000	
301	G	1	Water Fan	\$50,000	\$50,000	
302	LS	1	Sanitary Sewer	\$100,000	\$100,000	
303	LS	1	Stormwater Conveyance	\$100,000	\$100,000	
304	LS	1	Stormwater Treatment	\$80,000	\$80,000	
305	LS	1	Stormwater Detention/Infiltration	\$120,000	\$120,000	
306	S	1	Power Service Cabinet & Lighting Controls	\$60,000	\$60,000	
307	LS	1	Power Extension - Food Truck Hookup	\$50,000	\$50,000	Extension from Electrical Cabinet to hookups
TOTAL PART B =					\$590,000	
Part C - HARDSCAPE						
400	SF	6870	Prerestade Parking	\$30	\$206,100	Precast Parking Units
401	SF	6477	Event Area Paving	\$35	\$226,725	Architectural Finish Concrete
402	SF	1410	Edge Paving	\$35	\$49,350	Architectural Finish Concrete
403	SF	2707	Purth Paving	\$35	\$94,755	Architectural Finish Concrete
404	SF	3969	Typical Sidewalks	\$20	\$79,380	
405	SF	3668	Asphalt Parking Area	\$30	\$110,040	
TOTAL PART C =					\$765,350	
Part D - MISC.						
500						
TOTAL PART D =					\$0	
Part E - STRUCTURES						
600	LS	1	Porch Stairs	\$10,000	\$10,000	CIP, (3) 6" Risers X 41" Length
601	LF	25	Play Area Handrails	\$300	\$7,500	
602	LS	1	Play Area Stairs	\$10,000	\$10,000	CIP, (4) 6" Risers X 50" Length
603	LF	20	Play Area Handrails	\$300	\$6,000	
604	CV	31	Stage Sweet Walls	\$400	\$12,400	
605	LS	1	Stage Stairs	\$30,000	\$30,000	
606	CV	21	Playground Seaballs	\$500	\$10,500	
607	CV	109	Goal Stoop	\$500	\$54,500	
608	FF	674	6" to 10" Metal Wall/Edging @ Top	\$100	\$67,400	Phase 10
609	LF	25	Timber Seat @ Metal Walls @ Top	\$150	\$3,750	Phase 10
610	LF	200	CIP curb & gutter	\$45	\$9,000	Phase 10
611	EA	7	Promenade Lights	\$8,000	\$56,000	Per Lighting Designer
612	LS	1	String Lights @ Top & Wooden Crossing	\$80,000	\$80,000	includes poles
613	LF	625	Wall Lights	\$30	\$18,750	Per Lighting Designer
614	EA	25	Path Lights	\$1,000	\$25,000	Per Lighting Designer
615	LS	1	Play Equipment & Surfacing	\$300,000	\$300,000	includes Surfacing
616	LS	1	Stage Area w/ Floor	\$200,000	\$200,000	
617	LS	1	Metal Entrances & Barrels @ Top	\$100,000	\$100,000	Phase 10
618	LS	1	Metal Letter Lighting	\$10,000	\$10,000	
619	EA	3	Wayfinding Elements	\$3,000	\$9,000	
620	EA	11	Lounge Chair	\$700	\$7,700	
621	EA	4	Wide Lounge Chair	\$1,000	\$4,000	
622	EA	17	Beacon Tables	\$1,400	\$23,800	
623	EA	51	Barrel Chairs	\$500	\$25,500	
624	LS	1	Litter and Recycling Bins	\$10,000	\$10,000	Waste Collection Assumed to be internal to Building and/or daily pickup with off-site collection
625	EA	16	Food Booth	\$8,000	\$128,000	Per Food Trucks Pop-Up Shop, 80' CIP
626	EA	9	Food/Drink Wall	\$15,000	\$135,000	Per Food Trucks Pop-Up Shop, 80' CIP
627	LS	1	Stage Floor, A/V	\$50,000	\$50,000	
628	LS	1	Stage Lighting	\$50,000	\$50,000	
629	LS	1	Art Overlay	\$60,000	\$60,000	Consider at a min. -1% of total hardstaff cost
TOTAL PART E =					\$1,524,200	

ITEM NO.	UNIT	Est.	DESCRIPTION	UNIT PRICE	AMOUNT	NOTES
Part F - LANDSCAPE						
700	SF	12000	Irrigation	\$3	\$36,000	
701	SF	905	Planting in Metal Planters @ Top	\$25	\$22,625	Phase 10
702	SF	238	Tree Pit Planting	\$25	\$5,950	
703	SF	2385	Typical Planting	\$25	\$59,625	
704	SF	215	Stormwater Planting Areas @ Match	\$100	\$21,500	Phase 10
705	EA	215	Soil Cells Below South Prerestade Trees	\$300	\$107,550	Soil Cells @ SF EA X 3' Depth
706	EA	2	Spentimen Trees	\$25,000	\$50,000	
707	EA	17	Prerestade Trees - Gages	\$2,000	\$34,000	
708	SF	6000	Event Lawn	\$35	\$210,000	Synthetic Turf
709	SF	6000	Event Lawn Underlayment	\$15	\$90,000	
710	SF	2234	Soft Step Lawn	\$15	\$33,510	
711	LF	682	18" H Metal Plant Protection Fence	\$20	\$13,640	
TOTAL PART F =					\$714,450	
General						
Total A =					\$689,993	
Total B =					\$590,000	
Total C =					\$765,350	
Total D =					\$0	
Total E =					\$1,524,200	
Total F =					\$714,450	
Subtotal =					\$4,942,373	
Sales Tax (9.5%)					\$469,525	
Total Construction Cost					\$5,411,898	
Soft Costs(25%)					\$1,352,974	
Contingency (30%)					\$1,623,712	
Total Site Project Cost					\$8,388,584	Does not include building
Total Estimated Project Area (SF)					50,000	Includes building area (pre cost)
ROM Cost Per SF					\$137.59	Does not include building
Building Public/Event Facilities (SF)						
Building Parks Admin Facilities (SF)					7,025	
Building ROM Budget					2,044	
Building ROM \$/SF					\$7,000,000	
Building ROM \$/SF					\$772	

ALLEY - 30% ESTIMATE (HOP ALLEY SECTION)

ITEM NO.	UNIT	Est.	DESCRIPTION	UNIT PRICE	AMOUNT	NOTES
GENERAL						
100	LS	1	Mobilization (8%)	\$73,441	\$73,441	
101	LS	1	Erosion/Water Pollution Control (3.5%)	\$32,130	\$32,130	
102	LS	1	Construction Survey (4%)	\$36,721	\$36,721	
Total General =					\$142,292	
PART A - SITE PREPARATION						
200	LS	1	Demolition	\$50,000	\$50,000	Includes tree removal
201	TON	200	Site Excavation and Fill	\$30	\$6,000	
TOTAL PART A =					\$56,000	
PART B - UTILITIES						
300	EA	4	Yard Hydrant	\$2,000	\$8,000	
301	LF	240	Water Line - 2-inch Poly	\$40	\$9,600	
302	EA	1	Double Check Valve Assembly	\$4,000	\$4,000	
303	LS	1	Water Service Connection	\$5,000	\$5,000	Includes Meter
304	LF	170	Storm Line - Branch PVC	\$75	\$12,750	
305	EA	2	Connect to Existing Catch Basin	\$3,000	\$6,000	
306	LS	1	Power Service Cabinet & Lighting Controls	\$40,000	\$40,000	
307	LS	1	Power Extension - Food Truck Hookup	\$50,000	\$50,000	Extension from Electrical Cabinet to hookups
308	EA	10	Food Truck Hookup - Vault & Equipment	\$3,000	\$30,000	
TOTAL PART B =					\$165,350	
Part C - HARDSCAPE						
400	TON	70	Asphalt	\$250	\$17,500	
401	SF	1200	Concrete Sidewalk	\$12	\$14,400	
402	TON	50	CSTC - Crushed Gravel	\$60	\$3,000	
403	TON	30	CSCG - Crushed Gravel	\$50	\$1,500	
404	SF	425	Permeable Pavers	\$26	\$11,050	
405	TON	40	Permeable Ballast	\$70	\$2,800	
406	LF	1700	Concrete Curb - 6" - 6"	\$40	\$68,000	
407	LF	110	Concrete Curb - 6" - 18"	\$60	\$6,600	
TOTAL PART C =					\$146,850	
Part D - MISC.						
500	EA	4	ADA Parking Signs & Posts	\$1,000	\$4,000	
501	LS	1	Channelization	\$10,000	\$10,000	
502	LS	1	Real Coat	\$4,000	\$4,000	
TOTAL PART D =					\$22,000	
Part E - STRUCTURES						
600	LS	1	Vertical Screen Element Structure	\$10,000	\$10,000	
601	SF	327	Metal Wall	\$157	\$51,339	Raised Planter Walls
602	LF	450	Concrete Slab and Foundation	\$50	\$22,500	
603	LS	1	Enclosure Metal Structure	\$40,000	\$40,000	
604	LS	1	12 Wide Swing Gate	\$10,000	\$10,000	
605	LS	1	12 Wide Person Door	\$3,000	\$3,000	
606	EA	2	Gateway Signage	\$40,000	\$80,000	Includes structure, lighting, graphics
607	EA	2	Gateway Signage Lighting	\$5,000	\$10,000	
608	EA	12	Coverway Lighting System Post	\$12,000	\$144,000	Includes 8" min. dia. post, footing, GFCI outlets, CCTV, WFL speakers, brackets/anchors for wires/cables
609	LF	500	Coverway Lighting Cable	\$20	\$10,000	Includes swagging
610	LF	500	Posterior Light	\$50	\$25,000	
TOTAL PART E =					\$405,839	
Part F - LANDSCAPE						
700	LS	1	Movable Site Furniture	\$20,000	\$20,000	Includes cable and locking hardware
701	LF	107	Timber Bench	\$150	\$16,050	
702	EA	10	3" Cal Trees	\$15,000	\$15,000	PSIPE
703	EA	87	Shrub	\$75	\$6,525	PSIPE
704	EA	695	Groundcover	\$40	\$27,800	PSIPE
705	EA	10	Vines	\$100	\$1,000	PSIPE
706	CV	100	Powering Soil	\$60	\$6,000	
707	CV	16	Arborvit Wood Chip Mulch	\$50	\$800	
708	SF	1739	Irrigation	\$5	\$8,695	Doesn't include POC/meter. Includes Controller.
709	EA	40	Soil Cells	\$500	\$20,000	All new north trees
TOTAL PART F =					\$121,834	
Total General =					\$142,292	
Total A =					\$56,000	
Total B =					\$165,350	
Total C =					\$146,850	
Total D =					\$22,000	
Total E =					\$405,839	
Total F =					\$121,834	
Subtotal =					\$1,080,355	
Sales Tax (9.4%)					\$99,669	
Total Construction Cost					\$1,180,024	
Soft Costs(25%)					\$295,006	
Contingency (15%)					\$177,004	
Total Project Cost					\$1,652,034	

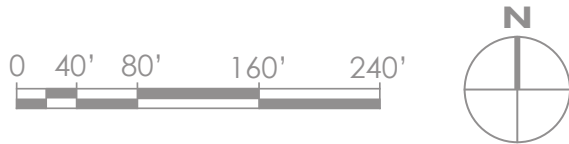
IMPLEMENTATION



ALLEY MASTER PLAN

1. **Alley Master Plan**
2. **Alley Design Guidelines**
3. **Hops Alley Site Plan & Renderings**
4. **Alley Activation**
5. **Overall Master Plan Perspectives**

SITE PLAN



KEY NOTES

- 1 CHERRY & KINCAID AVES WOONERF
- 2 HERITAGE PARK
- 3 HOPS ALLEY | SEGMENT 1
- 4 HOPS ALLEY | SEGMENT 2A
- 5 HOPS ALLEY | SEGMENT 2B
- 6 HOPS ALLEY | SEGMENT 3
- 7 RYAN HOUSE
- 8 HOPS ALLEY STREET CROSSINGS
- 9 MAIN STREET CONNECTIONS
- 10 NORTH ALLEY | SEGMENT 1
- 11 NORTH ALLEY | SEGMENT 2
- 12 RYAN AVE FESTIVAL STREET
- 13 NORTH ALLEY STREET CROSSINGS
- 14 SUMNER HIGH SCHOOL

AMENITY KEY

- W WASTE ENCLOSURE
- P PARKING SIGNAGE
- S WAYFINDING SIGNAGE
- E EVENT/FOOD-TRUCK POWER
- C WASH-DOWN WATER
- G SEATING/GATHERING AREA
- M MICRO-ALLEY CONNECTION
- P PARKING

NOTE: Please refer to hop alley (segment 2a) 30% design set, dated may 12, 2023 for amenity examples/detail & prototypical amenities applicable throughout alley master plan area where indicated on plan.

NARRATIVE

SUMMARY: Sumner Town Center hosts a diverse multitude of community events over the course of the year. Many of these events and the associated prep/cleanup work adversely impact daily functions of businesses downtown. With future growth anticipated, it is likely that many of these events may grow in size and require larger footprint areas. The Alleys, which in their current state function primarily to meet parking needs, are seen as opportunity sites to better support Main Street events while also potentially providing capacity to host community events off Main Street. North Alley parallels Main Street to the North while Hop Alley parallels Main Street to the South. These two alleys can function as the connective tissue between key nodes downtown including Main Street businesses, Heritage Park, Ryan House, and the Sumner High School campus providing fun, active, safe, accessible, legible connections while offering nodes for gatherings within. All sections of North and Hop alleys are envisioned to provide accessible parking stalls, short-term customer parking stalls, waste enclosures for businesses, and safe pedestrian connections. It is the intent of this re-imagining to encourage businesses to open their back of house areas onto activated alleys where ever possible.

HOPS ALLEY | SEGMENT 1: With a direct connection to the re-imagined Heritage Park (currently in Master Planning, 2023) this alley is a logical extension of market spaces proposed for the Park allowing for increased capacity. The alley also features a gathering space focused on the back 'yards' of the Main St businesses which abut the space. On non-event days, the gathering space can be a place to sit down, rest, and enjoy a coffee and book from Main St businesses. For event days, the alley is designed to be closed to vehicles and can host Food Trucks and Market tents. Parking in the alley is designed to meet accessibility needs as well as provide short term parking for customers.

HOPS ALLEY | SEGMENT 2A: Currently in private ownership, acquisition of this parcel could support connecting the other segments of Hop Alley for a completed whole.

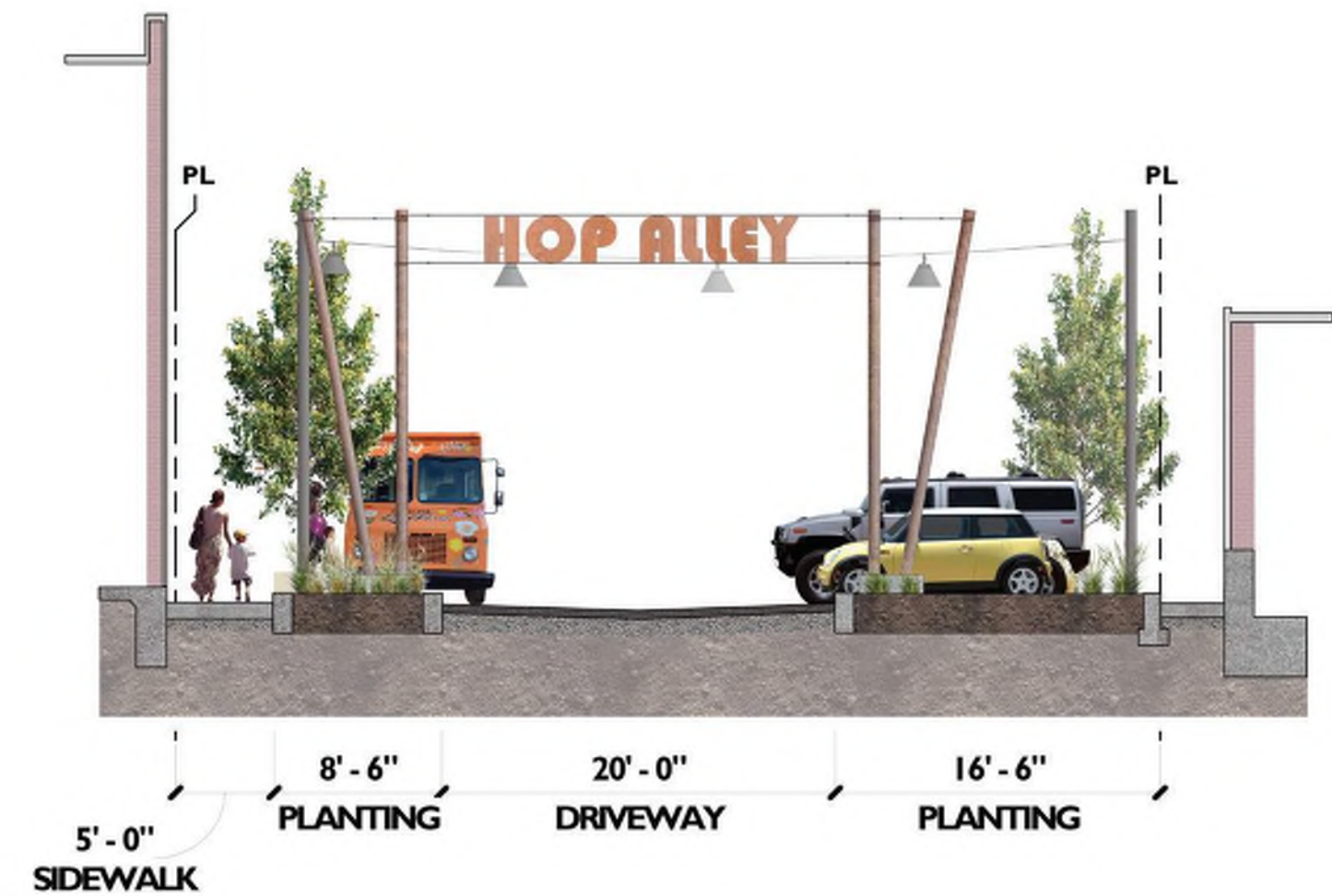
HOPS ALLEY | SEGMENT 2B: An assembly of parcels, this portion of the alley offers two connections to Main St and a connection to Maple St. This segment is well suited to provide for parking, small gathering, pedestrian connectivity improvements and services to support businesses. A small gathering space may be feasible.

HOPS ALLEY | SEGMENT 3: Anchored by the adjacent to Ryan House (currently being designed, 2023) and providing connections to Main St and Maple St this segment can be the celebrated end, or beginning, of Hop Alley. This segment is well suited to small and medium sized gatherings, pedestrian connectivity improvements; it may function as a spill out, and support space for events at the Ryan House.

RYAN AVE FESTIVAL STREET: Already made awesome by over-street string lights and murals, this space has the opportunity to be evolved into a Festival Street providing a north-side-of-main anchor to complement Heritage Park (which anchors the South side of Main). The festival street can be selectively closed to traffic for events and utilized as a medium to large sized community event space. This space, combined with connections from Hop Alley Segment 2B can complete a connection between North Alley and Hop Alley.

NORTH ALLEY | SEGMENT 1: Adjacent to several Main St businesses which were damaged/destroyed in a 2023 fire, this alley is poised to be redesigned in coordination with rebuilding efforts both public (utility mains, etc) and private, with opportunity to capture new pass-thru spaces, reoriented frontages, and not-so-back-of-house spaces which seek to energize and gain energy from an activated alley and new private uses/businesses. As the largest single segment, this space is envisioned to host small to medium and potentially even large community events, while also providing parking, service and pedestrian connections on the day to day.

NORTH ALLEY | SEGMENT 2: This alley segment is unique among the segments in that there are residential neighbors (to the North). Improvements must carefully designed to avoid/minimize impacts to the residential properties. This segment is well suited to pedestrian connectivity, parking, and business service uses with the exception of the space which connects south to Main St. This smaller space is well suited to small to medium gatherings.



Flexible restaurant / retail seating at pedestrian scale



Micro seating, using wood in character, double as bollards along pedestrian walkways



Fixed seating doubled as tree protection and a character element for the alleys



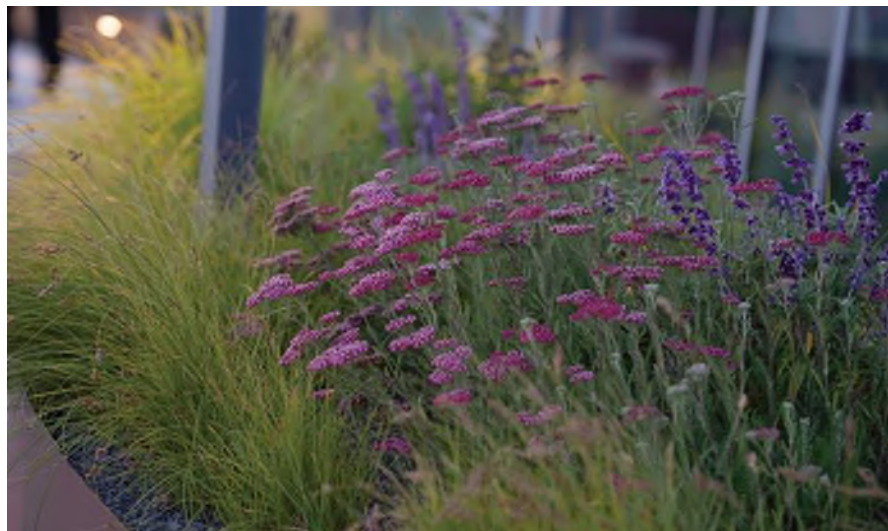
Flexible lounge seating paired with retail courtyards



Sidewalk | Unit Pavers at Utility Corridor | Plantings provide pedestrian access and organization/access of utilities.



Weathered steel raised planters create a sense of enclosure and protect seated patrons from vehicular activity in the alleys



Lush plantings, low in water use and annual maintenance, provide texture and scale along with habitat value.



Metal Panels for screening / enclosures



Catenary Lighting



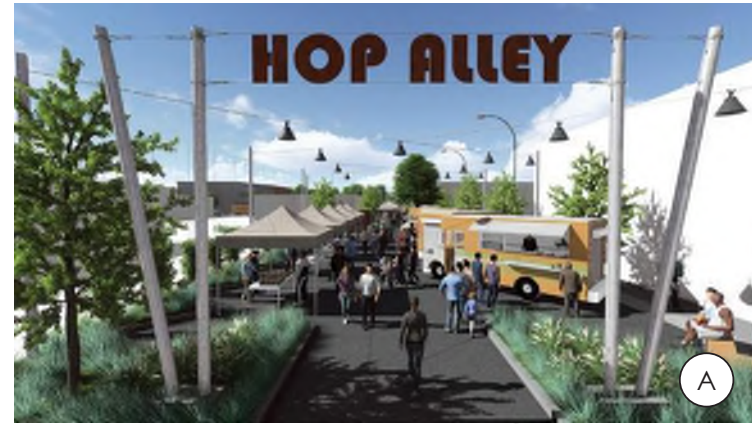
Power / Water Hook-ups

CREATING A PLACE

The alley design guidelines are the basis of design in the downtown alleys and will provide a uniform character and feel for patrons comfort, safety, and intuitive wayfinding and navigation. Each alley is unique in scale, width, aspect to the sun, adjacent use, and design. The goal for each alley is to create a safe and comfortable pedestrian experience while maintaining access, loading, and parking for the main street retailers.

Providing safe pedestrian access into each alley will be dependent on the overall width of each alley, retail use and needs, and Sidewalks should maintain 5' minimum width and provide a minimum 1 foot-candle of lighting uniformity. Provide alternatives for seating and gathering in each block along with providing infrastructure for events and food vendors. Provide a tree canopy for patrons and walkways and screen any dumpsters, transformers, back of house equipment that may impact the users experience.

PREFERRED SITE PLAN



KEY NOTES

- 1 PARKING - BACK-IN
- 2 CENTRAL TRASH COLLECTION
- 3 MAIN GATHERING AREA
- 4 FIXED SEATING ELEMENTS
- 5 MOVABLE SEATING
- 6 RAISED PLANTERS
- 7 COLUMNAR TREES
- 8 PLANTING AREAS
- 9 ACCESSIBLE WALKWAY
- 10 UNIT PAVING
- 11 SIGNAGE
- 12 EVENT LIGHTING
- 13 LOADING AREA

HOPS ALLEY

DIAGRAM



KEY NOTES

- 1. FOOD TRUCK VENDORS
- 2. MARKET TENTS
- 3. SEATING / GATHERING AREA
- 4. EVENT SEATING AREA
- 5. RAISED PLANTERS
- 6. UTILITY HOOK-UPS
- 7. OVERHEAD LIGHTING

ACTIVATION

Every alley will have a variation on the type and level of activation based on context business in each section. Hop Alley is anchored by Heritage Park and Alder Avenue with traditional main street businesses and service needs. The adjacency to the park creates instant synergy allowing each open space to host a variety of events at all scales. Hop Alley's existing retail and courtyards combined with the new pedestrian spaces and event spaces will create instant activation day and night. During major events in town center, Hop Alley will be able to host outdoor tent and truck vendors in with direct access to water, electricity, and refuse in a central location. Trash consolidation will remove refuse from the retail back of house and provide clean spaces for customers to enjoy the public and private outdoor spaces along the alley. Lighting overhead will compliment the existing lights creating feeling of comfort and safety for evening events and pedestrian users.



Food Vendors & Art Markets



Night Market



Retail Activation

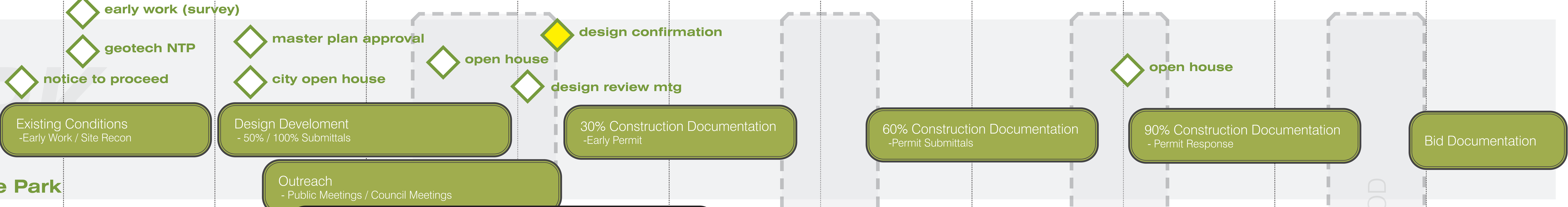


Local Mural Art

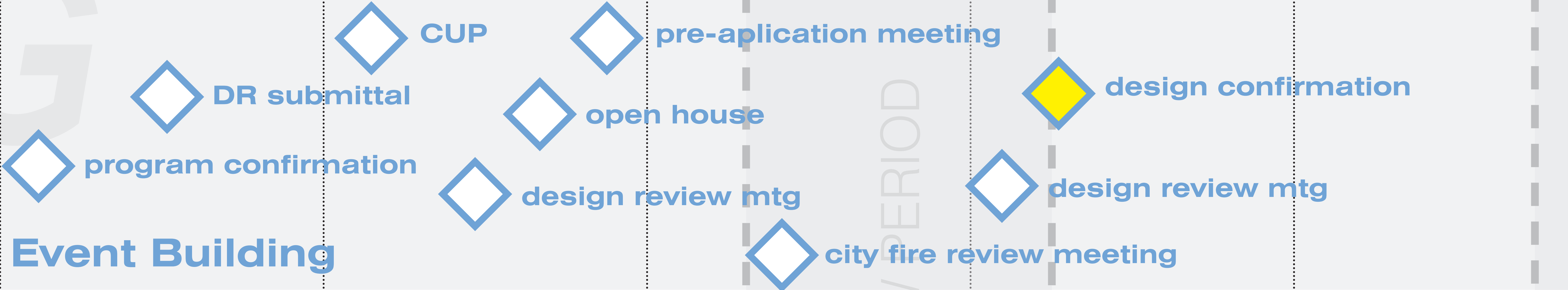
ALLEY ACTIVATION



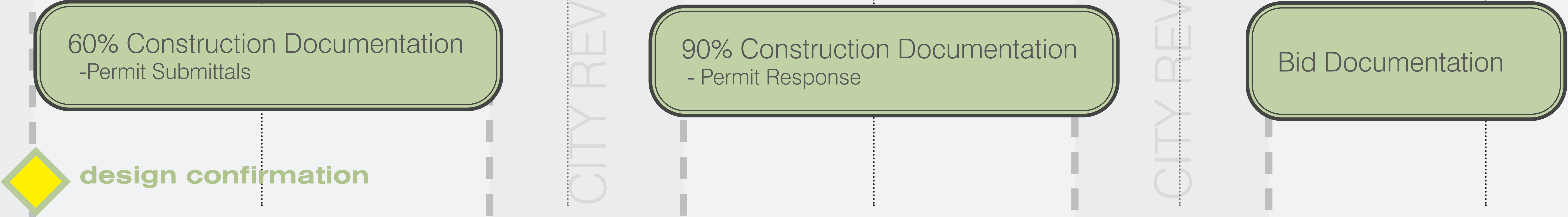
Task 1: Heritage Park

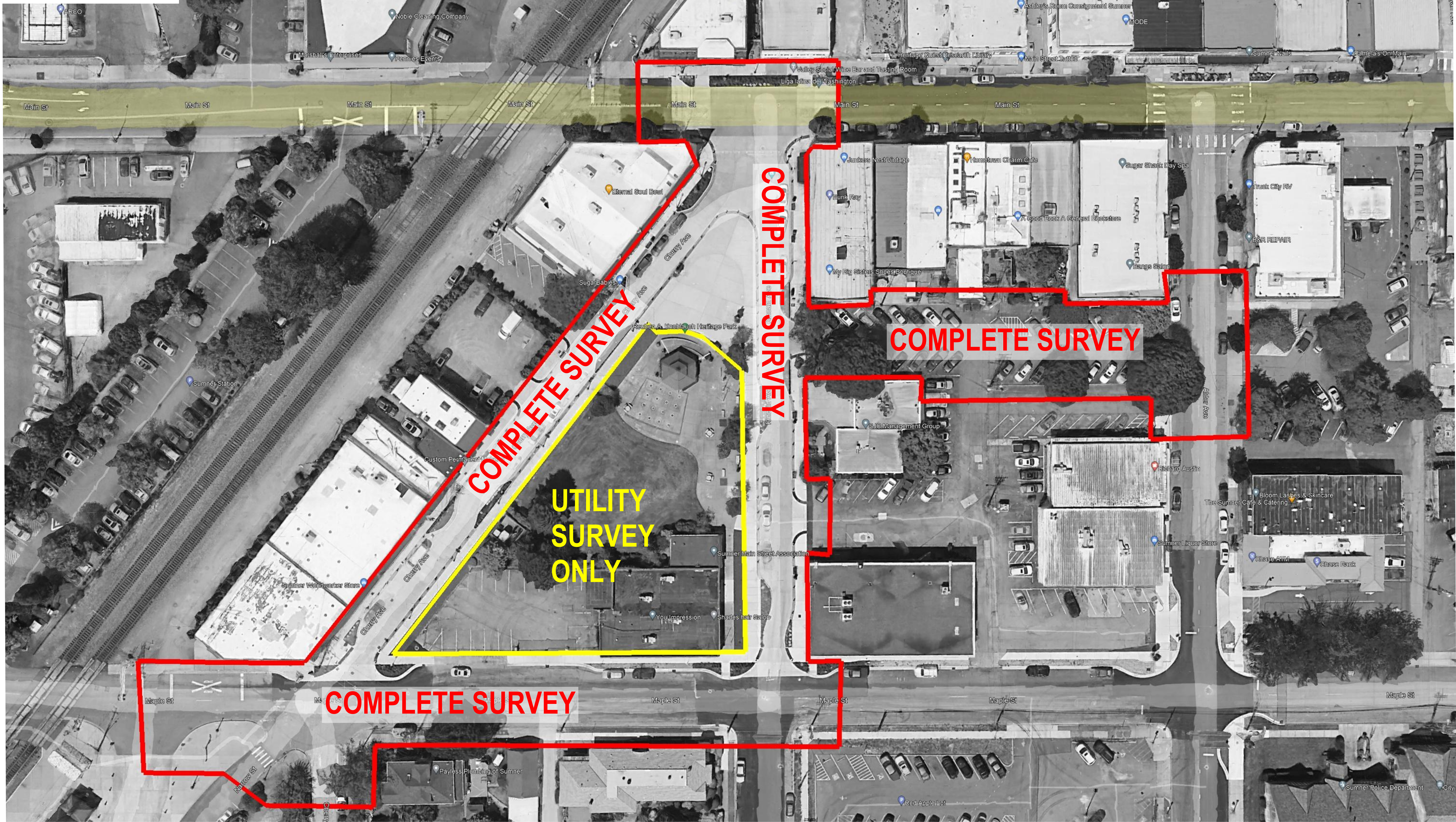


Task 2: Heritage Park Event Building



Task 3: Hops Alley





SCHEDULE OF HOURLY RATES AND EXPENSES

Hourly rates will be billed as follows in accordance with the above Scope of Work and Fees. The following fees are subject to change on or about January 1, 2025.

Principal	\$185.00 - \$255.00
Senior Landscape Architect / Project Manager	\$155.00 - \$185.00
Landscape Designer II/Sr. Cadd Drafting Technician	\$125.00 - \$150.00
Landscape Designer I/ Cadd Drafting Technician	\$105.00 - \$120.00
Clerical	\$85.00 - \$110.00

EXPENSES

Printing, Plotting from CADD files and Reprographics by outside vendors.

In-house Plots – Black and White	\$2.09/S.F.
In-house plots – Color	\$3.30/S.F.
Small format in-house printing (8-1/2"x11")	\$0.28 per page for black and white / \$1.87 color
Small format in-house printing (11"x17")	\$0.28 per page for black and white / \$1.87 color
Sub-consultants	Cost + 15%
Third party vendors including but not limited to insurance tracking, invoicing, or other project management vendors	Cost + 15%

Reimbursable travel expenses include vehicular mileage at the current per mile rate published by the IRS at the time of billing, bridge tolls and parking, airfare, transit fare, lodging and meals. Printing and reprographics receipts will be submitted with each monthly billing in accordance with the attached Scope of Services and Fees.

Heritage Park, Event Building, and Alley Documentation

Updated: January 30, 2024

		Fees per Task	JETT LA+D	JMJ Civil	TCF Arch	Littlefish Lighting Design	BCE Site Electrical	SSF Structural Eng	PBS Engineers Geotech	Acoustic	Trueland Survey
Heritage Park											
1.1	Existing Conditions	\$74,710.00	\$11,480.00	\$12,330.00					\$24,900.00		\$26,000.00
1.2	Design Development	\$101,200.00	\$42,680.00	\$36,520.00		\$15,750.00				\$6,250.00	
1.3	30% Construction Documents	\$72,140.00	\$39,040.00	\$21,750.00		\$7,350.00		\$4,000.00			
1.4	60% Construction Documents	\$90,890.00	\$62,600.00	\$20,290.00				\$8,000.00			
1.5	90% Construction Documents	\$57,300.00	\$35,300.00	\$20,000.00				\$2,000.00			
1.6	Bid Documents	\$69,400.00	\$25,000.00	\$19,900.00			\$22,500.00	\$2,000.00			
1.7	Outreach	\$4,480.00	\$4,480.00								
Total Task Fee		\$470,120.00	\$220,580.00	\$130,790.00	\$0.00	\$23,100.00	\$22,500.00	\$16,000.00	\$24,900.00	\$6,250.00	\$26,000.00

		Fees per Task	JETT LA+D	JMJ Civil	TCF Arch	Lighting Design	BCE Site Electrical	Structural Eng	PBS Engineers Geotech		
Heritage Park Event Building											
2.1	Schematic Design	\$183,260.00		\$18,950.00	\$164,310.00						
2.2	Design Development	\$248,771.00		\$22,340.00	\$226,431.00						
2.3	Construction Documents	\$332,776.00		\$32,415.00	\$300,361.00						
2.4	Outreach	\$6,000.00			\$6,000.00						
Total Task Fee		\$770,807.00	\$0.00	\$73,705.00	\$697,102.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

		Fees per Task	JETT LA+D	JMJ Civil	TCF Arch	Littlefish Lighting Design	BCE Site Electrical	SSF Structural Eng	PBS Engineers Geotech		Trueland Survey
Hops Alley											
3.1	60% Construction Documents	\$53,320.00	\$24,320.00	\$25,000.00				\$4,000.00			
3.2	90% Construction Documents	\$54,300.00	\$30,300.00	\$22,000.00				\$2,000.00			
3.3	Bid Documents	\$48,800.00	\$17,440.00	\$19,360.00			\$10,000.00	\$2,000.00			
Total Task Fee		\$156,420.00	\$72,060.00	\$66,360.00	\$0.00	\$0.00	\$10,000.00	\$8,000.00	\$0.00	\$0.00	\$0.00
				\$270,855.00	\$697,102.00	\$23,100.00	\$32,500.00	\$24,000.00	\$24,900.00	\$6,250.00	\$26,000.00

		Fees per Task	JETT LA+D
Project Management			
4.1	Project Management	\$127,653.00	\$127,653.00
4.2	Management Contingency	\$70,000.00	\$70,000.00
Total Task Fee		\$197,653.00	

Total Prime Consultant fee	\$490,293.00	Includes Contingency
Total Consultant fee	\$1,104,707.00	
Reimbursables	\$5,000.00	

Fee Total - Heritage Park Documentation \$1,600,000.00

January 30, 2024

Todd L. Bronk
Principal
JETT Landscape Architecture + Design
3445 California Avenue SW, Suite A
Seattle, WA 98116

RE: CITY OF SUMNER – HERITAGE PARK EVENTS BUILDING
TCF Project No. 2023-025
SCOPE & FEE PROPOSAL FOR ARCHITECTURAL DESIGN THROUGH BIDDING SERVICES

Thank you for the opportunity to assist JETT on this project for The City of Sumner (“Owner”). This proposal letter describes TCF Architecture’s (TCF) scope of services for completing the design, permit documents and construction and bid documents, for a new Events Building. Exhibit B provides our consultant proposal letters and fees. See the end of Exhibit A for our total estimated fees for this scope of work.

The general programmatic requirements as developed during the Master Plan Study for the Events Building include the following:

- 2 Stories at approximately 9,000 SF
- Flexible 100-150 person open event space
- Support spaces for event space
- City offices and support spaces on the second level

Energy Code, Building Permitting and Condition Use Permitting

The project is intended to be submitted to the City of Sumner for Conditional Use and Building Permitting and is expected to be designed to the 2021 IBC and WSEC which is currently planned to go into effect in March of 2024.

Site Work

All site-related work will be designed by JETT and its sub consultants. TCF will coordinate the building design with the site design work in collaboration with JETT.

Project Budget

Based on pre design level work, the project has an estimated Maximum Allowable Construction Cost (MACC) of \$7,000,000 for the building. Site work MACC is in addition to this amount.

TCF CONSULTING TEAM

Subconsultants contracted through TCF shall provide specific services within each phase as described in each attached Exhibit B proposal and as authorized in the approved Fee Schedule, summarized in at the end of Exhibit A:

- | | |
|---|--|
| ▪ Structural Eng. – PCS Structural Solutions | ▪ Acoustical Consulting - Tenor |
| ▪ MEP Engineering – BCE Engineers, Inc. | ▪ Other Consultants: Other consultants that |
| ▪ Detailed Cost Estimating – RC Cost Group. | are determined to be needed during the |
| ▪ Envelope Consulting – ABBAE | course of the project may be added by |
| ▪ Hardware Consulting –Adams Consulting | amendment as mutually negotiated between |
| | JETT and TCF. |

TASK 2 - SCOPE OF SERVICES

Action verbs used herein such “provide”, “conduct”, “prepare”, “coordinate”, “assist”, “develop”, etc. imply that these actions are made by TCF unless otherwise attributed to other parties.

2.0 – PROJECT ADMINISTRATION

JETT will be the prime consultant to the Owner. TCF will coordinate its scope of services with JETT and JETT’s consultants but shall not have responsibility to the Owner for project management or contract administration. Internal and consultant team project management and coordination is provided as part of TCF services.

2.1– SCHEMATIC DESIGN (APPROXIMATELY 30% DESIGN)

2.1.1– Program Confirmation, Systems Research, Code Review, OPR Documentation

- Meet with Owner to confirm building program
- Coordinate the efforts of the building consultants to confirm the Owner’s program needs and Owner’s Performance Requirements (OPR’s) for building systems including, but not limited to, structural systems, foundation and slab system, exterior envelope systems, door and window systems, interiors, HVAC systems, plumbing and fire protection systems, and electrical systems. Assume up to two virtual conference call meetings with the Owner’s representatives and the consulting team to review and confirm design criteria.
- Conduct preliminary research into building superstructure options and approaches to accommodate Project Program, Performance Requirements and Design Criteria.
- Prepare a document for the Owner’s review and approval summarizing the Program, OPR’s, and other Design Criteria information as appropriate for commencing with design.
- Conduct a preliminary code analysis for the building.

2.1.2– Schematic Design Drawings

- Develop preliminary Schematic Design (SD) drawings illustrating the primary design intent for the building, for review with the Owner and for submittal to the City for a pre-application meeting and design review.
 - Drawings will include a floor plan, exterior elevations, building sections, and other drawings as determined by TCF to convey major systems, overall horizontal and vertical dimensions, and accommodation of program requirements.
 - JETT will provide a site base map drawing to TCF in AutoCAD. TCF will prepare an architectural site plan for use in communicating the immediate area surrounding the building and to establish a grid system for coordination with civil drawings.
- Coordinate with the site consultants to observe if the Project requirements are represented in the consultant’s drawings.
- Conduct either a virtual conference call meeting with the Owner’s representatives, or in-person if the meeting coincides with the Pre-Application meeting, to review the preliminary SD drawings and confirm project scope with the Owner.
- Prepare and submit to the Owner a final package of Schematic Design Drawings in pdf format.
- Prepare basic Basis of Design narratives for architectural systems. Review and comment on Basis of Design and Drawing documents provided by the other building consultants.
- Other services and deliverables are further described in the various Scopes of Services proposals provided by each sub-consulting team member, hereby made a part of the Scope of Services, and attached to this Exhibit.

2.1.3 – Pre-Application, Design Review and Conditional Use Submittal and Meetings

- Assist JETT in preparing for and participating in a Pre-Application, Design Review and Conditional Use submittals and meetings with the City of Sumner for the project.
- Provide a memorandum summarizing review comments to be accommodated in the subsequent Permit Drawing package.

2.1.4 – Final Schematic Design Documents (Approximately 30% Design)

- Based on review comments from the Owner, the Pre-Application process, and design review, complete the Schematic Design documents for cost estimating and submittal to the Owner.

2.1.5 - Cost Estimating

- Coordinate with the Cost Estimator in the development of a 30% design phase cost estimate (Opinion of Cost).
- Meet with JETT and the Owner to review the cost estimate and confirm potential adjustments that may be necessary to ensure the Project scope can be accommodated within the available budget. At this stage the Owner will confirm the Construction Budget or MACC.

2.1.6 – SEPA

- TCF will assist JETT with the SEPA checklist providing building related information

2.1.7 – Meetings

- TCF and the sub consultant team will meet with JETT and Client up to (2) times per month. Coordination meetings with the design team will occur on an as needed basis.

2.1.8 – Exterior Renderings

- TCF to provide exterior renderings as part of color and finish selection. These will also be used for public outreach. Assume 4-6 exterior renderings.
- JETT to provide site Revit/Lumion model for context and use with the exterior renderings.

2.2 – DESIGN DEVELOPMENT (APPROX 60% DOCUMENTS)

2.2.1 – Design Development Drawings

- Based on the approved SD documents, SD cost estimate, and confirmed Construction Budget, Design Development Documents shall illustrate, and describe the development of the approved Schematic Design Documents, further identifying specific materials, products, forms, size and appearance of the project by means of plans, sections, elevations, 3-dimensional images, and details. The Design Development Documents shall include basic manufacturer's products or systems literature describing the expected performance, quality, and character of materials, systems and products. Physical materials samples and color studies shall be provided for the selection of both interior and exterior materials. Other services and deliverables are further described in the various Scopes of Services proposals provided by each sub-consulting team member, hereby made a part of the Scope of Services, and attached to this Exhibit.

2.2.2 - Draft Specifications

- Provide draft technical specifications in CSI format for all building portions of the work.
- Review and comment on draft specifications provided by other JETT consultants for general coordination and design intent.

2.2.3 – Interior Renderings

- TCF to provide interior renderings as part of color and finish selection. These will also be used for public outreach. Assume 4-6 interior renderings.
- JETT/TCF to exchange site Revit/Lumion model for context and use with the interior renderings.

2.2.4 – Updated Cost Estimate

- Coordinate with the Cost Estimator in the development of a DD level cost estimate (Opinion of Cost). The Cost Estimator will use the a 75% DD building set for the development of the cost estimate.
- Meet with JETT and the Owner to review the cost estimate and confirm potential adjustments that may be necessary to ensure the Project scope can be accommodated within the available budget.

2.3-5 – CONSTRUCTION DOCUMENTS (2.3-PERMIT SUBMITTAL, 2.4-90%, 2.5 100% BID DOCUMENTS)

2.3.1 – Drawings for Permit Review

- Based on the approved DD documents, DD cost estimate, and confirmed Construction Budget, prepare architectural drawings to approximately 80%, or as otherwise sufficient for obtaining a building permit through the City of Sumner.

2.3.2 – Specifications for Permit Review

- Provide draft technical specifications in CSI format for all building portions of the work.
- Review and comment on draft specifications provided by other JETT consultants for general coordination and design intent.

2.3.3 – Permit Submittal

- JETT will administer the overall submittal of Agency Review documents to the City of Sumner and manage the process of responding to Plan Review questions.
- TCF will lead the building portion of the permit submittal and will coordinate with JETT and its site subconsultants for the applications and submittals.
- JETT / TCF to exchange Revit Models / backgrounds for site / building coordination and documentation.

2.4.1 – 90% Construction Drawings

- Prepare drawings including outstanding details and the incorporation of City review comments from the Plan Review process.
- Participate in periodic document coordination meetings.

2.4.1 – Updated Cost Estimate

- Coordinate with the Cost Estimator in the development of a final cost estimate (Opinion of Cost). The Cost Estimator will use the 90% Review set for the development of the final cost estimate.
- Meet with JETT and the Owner to review the cost estimate and confirm potential adjustments that may be necessary to ensure the Project scope can be accommodated within the available budget.

2.5.1 – 100% Bid Drawings

- Prepare final drawings for bid documents.
- Participate in periodic document coordination meetings.

2.5.2 - 100% Bid Specifications

- Provide final technical specifications in CSI format for all building portions of the work. Documents will be provided to JETT in pdf format.
- Assist JETT in the assembly of the Project Manual including Division 00 and 01 specifications as related to the building. JETT will control the final assembly of the Project Manual for bidding including coordination with the Owner.

2.6 – PUBLIC OUTREACH

2.6.1 – Drawings for Agency Review

- Provide renderings and floorplans images for use by JETT for outreach materials.
- Attend up to 2 public outreach meetings providing support to JETT and the City

ASSUMPTIONS AND EXCLUSIONS

- 100% bid documents will be completed before the end of 2024.
- TCF shall not be responsible for any agency fees.
- Any costs incurred for document reproduction requested by JETT or the Owner will be billed by TCF at its standard billing rates.
- The Owner will not be pursuing any sustainability certification such as LEED for the project.
- Refer to the individual sub consultant exclusions.
- Furniture design, detailed layout and procurement is not part of this scope.
- The existing building will be removed before construction starts on the new building.
- Bidding and Construction Phase services are NOT included in this proposal.

TCF COMPENSATION SUMMARY

Phase	Fee
Task 2.1 – Schematic Design (30%)	\$115,000
Task 2.2 – Design Development (60%)	\$151,000
Task 2.3-5 – Construction Documents (100%)	\$200,000
Task 2.6 – Public Outreach	\$6,000
TCF Total Fee	\$472,000

FULL TEAM COMPENSATION SUMMARY

Phase	Fee
Task 2.1 – Schematic Design (30%)	\$164,310
Task 2.2 – Design Development (60%)	\$226,431
Task 2.3-5 – Construction Documents (100%)	\$300,361
Task 2.6 – Public Outreach	\$6,000
Total Project Fee	\$697,102

Sincerely,



Mark Hurley, AIA
Principal

Attachments:
Exhibit B – Subconsultant Proposals

January 18, 2024

TCF Architecture
125 North I Street
Tacoma, WA 98403

ATTN: Mark Hurley

RE: *Sumner Heritage Parks Events Building – Sumner, Washington*

Dear Mark:

Thank you for this opportunity to propose our Structural Engineering services for Sumner Heritage Parks Events Building in Sumner, Washington.

SCOPE OF SERVICES

We will provide all structural design, calculations, and drawings as required toward obtaining the Building Permit for the structural portion of this project. Construction Phase services can be provided at additional cost on an hourly basis.

Our scope of services and resulting fees are based on the following:

- New two-story 10,000 SF community building based on a \$7M MACC. The building will likely be wood-frame construction. The building will include a canopy covered outdoor stage. We have included one steel/wood custom stair. The remainder of the stairs will be framed with conventional wood framing or be pre-engineered steel stairs.
- Site structures such as detention vaults, site walls, site retaining walls, standalone canopies, monument signs, screen walls, park structures, site benches or trash enclosures are not included, but can be added as an additional service.
- The building sits in a known liquefiable site. We anticipate that the building will need either soil mitigation, deep foundations or a concrete raft foundation. A soils report was not available at the time of the proposal. We have provided add service dependent upon the type of solution to mitigate the liquefaction in the soil.
- We assume that the project will be a design bid build project delivery method. Multiple bid/fast-track sets are anticipated.
- Alternative bids that have significant impacts to the structural design may result in additional fees.

TCF Architecture
Mark Hurley
Sumner Heritage Parks Events Building – Sumner, Washington

FEES

Our fee proposal for the Structural Engineering services on the above-referenced project is as follows:

Basic Services

• Schematic Design	\$14,800
• Design Development	\$18,100
• Construction Development (Permit and Bid)	<u>\$25,500</u>
Total	\$58,400

Additional Services

- Soil Mitigation Option
 - Option 1: Soil Mitigation (Stone columns, rigid inclusions) \$ 3,500
 - ~~Option 2: Deep Foundations (Timber or Steel Piles)~~ ~~\$11,500~~
 - ~~Option 3: Concrete Raft Foundation~~ ~~\$ 7,500~~

NOT PART OF THIS SCOPE, ONLY ADDED IF REQUIRED BY GEOTECH

Billing will be on a percentage of completion basis. The fee amount may be modified only with prior written approval if the scope of services is changed.

Thank you for this opportunity to be of continued service. If there are any questions regarding this proposal, please feel free to call. We look forward to hearing from you.

Very truly yours,

PCS STRUCTURAL SOLUTIONS



Luke Heath, S.E.
Associate Principal

LAHmap

Accepted by:

Signature Date

Printed Name/Title

Billing Address:

Phone: _____ Fax: _____



January 19, 2024

TCF Architecture
902 N Second Street
Tacoma, WA 98403

Attn: Mark Hurley

RE: City of Sumner Heritage Park Event Center - M & E Fees

Dear Mark,

We are pleased that you have included BCE Engineers on the team for this project. We look forward to working with you on this challenging project. BCE proposes to provide mechanical and electrical plans, specifications and coordination with the design team, the City of Sumner, and the governing officials as necessary to support the project.

The mechanical systems will consist of HVAC, DDC control system, and plumbing. The scope of the mechanical utilities work is limited to storm, waste and domestic water within five feet of the building. All else is considered outside the scope of our work, including the design of any grease interceptors, oil/water separators and sand sediment filtration tanks.

The electrical systems will consist of power, lighting, and low voltage systems. The low voltage systems considered basic services fire alarm, intrusion alarm systems, and data network communication infrastructure.

The basic services agreement covers formal submittal packages for Schematic Design, Design Development, Permit, and Bid Set. Informal check sets for coordination purposes are included under the basic services. Any additional formal submittals will be considered outside the basic scope of work and additional compensation will be negotiated at that time.

Support of the Revit (3D) effort for this project is included within the basic services fee structure with the exception of plumbing which will be drafted in AutoCAD. Submittals for SD (usually ACAD planning), DD (Revit is starting), and CD will be based on AIA B101 Guidelines. We will limit Revit model updates to once every two weeks throughout the design process. Any requirements to support greater design elements per submittal than required by the B101 guideline or a requirement to support increased model updates will result in additional fees beyond basic services. Any requirement to upgrade to a newer version of Revit after the project has begun will also require additional work and fees beyond basic services.

Basic services are based on a MACC of \$7 million dollars, using Schedule B of the State A&E fee schedule which produces a fee percent of 8.43%. The electrical, mechanical, and plumbing value is currently estimated by BCE to be 24% of the MACC (\$1,680,000). BCE's calculated fee and is broken down as follows:

$\$1,680,000 \times 8.43\% \times 75\% = \$132,772.50$ through construction period services. We are requested to provide services just through 100% design with a breakdown as follows:

SD (18%)	\$23,899.05
DD (20%)	\$26,554.50
CD (31%)	\$41,159.48

Basic Services Fixed Fee: **\$91,613.03**

Additional Extra Services, Options and Exclusions:

1. Fire Sprinklers: It is questionable that fire sprinklers will be required for this size facility. If they are required or desired by the Owner, BCE proposes to provide riser/device diagrams, coordinate PIV, FDC, and water service with the civil engineer, and provide performance level specifications. We propose to provide the above scope of work for a **fixed fee of \$3,981**.
2. ~~EV Charging: Level 2 Electric Vehicle charging will be required by the WAC in March of 2024. An extra effort is needed to work with the Owner on the amount, location, and style of charging, to arrange electric gear sizing, and to help plan the site layout. We propose to provide the above scope of work for a fixed fee of \$3,494.~~ **NOT PART OF THIS SCOPE, STAY WITH SITE WORK**
3. Washington State Energy Code (WSEC) Total System Performance Ratio (TSPR) C403.1.1: For some HVAC systems a Total System Performance Ratio (TSPR) analysis is not required. For the HVAC systems where a TSPR analysis is required, we will have additional design effort. We will have to provide an online energy model comparing the energy consumption and carbon emissions of the HVAC system to a standard reference as detailed in the WSEC (envelope levels and lighting energy are ignored). The TSPR calculation needs to be performed early in design to assure the system can meet the requirements for a "passing grade", then again for final WSEC form generation for the permit submittal. We propose to provide the online modeling analysis for a **fixed fee of \$5,330**.
4. PV Systems: With the 2021 WSEC, photovoltaic (PV) systems will be required on the project (10,000 SQFT and larger). Also, PV has the ability to get a lot of credit points in the WSEC C406.2 Energy Efficiency Packages. BCE will design the appropriate sized PV system, coordinate with structural engineer and the team for space requirements, and discuss the size desire with the Owner and team. **This is currently included in basic services.**
5. AV Design: So far, the scope has not indicated a need for special Audio Visual design for the building. This could require a projector screen and/or large format LCD screen with speakers and microphone system and remote multi-media connections for teleconferencing. This would require additional coordination and design with Technology personnel. We propose to provide the above scope for a **fixed fee of \$3,643**.
6. CCTV and Card Key Access Control Design: It is not known if CCTV and key card access control is desired. BCE can provide the planning with the Owner, coordination with the team on the locations and accommodations needed for these systems, and the design. We propose to provide the above scope for a **fixed fee of \$4,718**.
7. Cost Estimate Support: **EXCLUDED** – It is assumed any cost estimating will be done by others and is not included.

8. WSEC Sections C406 Analysis: Washington State Energy Code (WSEC) Section C406 “Additional Efficiency Package Credits”: The 2021 WSEC under Section C406 requires credits to be selected and incorporated into the design and construction. It is difficult to obtain credits on this small building and will take full collaboration between disciplines and the Owner to determine the most effective credits for the project. BCE plans to attend a charrette and follow up discussions/meeting to determine the credits to be obtained and other thoughtful sustainable items. To provide this service, we propose a **fixed fee of \$4,890.**
- a. Optional - If an additional cost benefit analysis is desired such as life cycle cost analysis, payback period, energy use reduction comparison, etc. an additional service will be required. We propose to provide a comparison table that includes the Energy Use Intensity (EUI) reduction, life cycle cost, and payback period (cost estimate by others) for a **fixed fee of \$7,500.**
9. Value Engineering: If a formal VE process is being followed, there will be initial and final presentation meetings with the review team. Responses to any concerns detailed by the review team will be addressed on the plans as basic services. We propose a **fixed fee of \$3,400.**
- NOT PART OF THIS SCOPE**
10. Constructability Review: If a formal Constructability review process is being following, there will be initial and final presentation meetings with the review team. Responses to any concerns detailed by the review team will be addressed on the plans as basic services. We propose a **fixed fee of \$3,400.**
11. Conformed Set Drafting: In the past we have been asked to issue a new set of drawings after award of contract that includes all of the addenda items. We will draft all addenda items onto the plans, update the specifications, re-plot all the drawings and re-print the specifications. To do this work we propose a **fixed fee of \$2,580.**
12. As-Built Record Document Drafting in Revit and AutoCAD (to match original design platforms): We propose to transpose the contractor provided red-line drawings into Revit/AutoCAD and provide (1) set of M/E as-built documents. The electronic files will be in Revit and AutoCAD to match the original platforms as designed, and the prints will be in PDFs. We propose or a **fixed fee of \$4,212**
13. Frontage Improvements (Offsite electrical work, Utility relocation and Street Lighting): this effort is separate from the Building Design work and entails extensive coordination with multiple utility providers and the jurisdiction. In addition, we will provide plans, specifications and calculations as required for the contractor to bid the work. If frontage work is required, we will defer discussion of additional effort at a later time.

Exclusions:

- Bidding Period Services
- Construction Administration Services
- Commissioning support
- Sewage lift station.
- A/V design.
- Level 3 electric vehicle charging (other than the minimum WAC code requirements)
- LEED documentation and submittal
- Off-Site Power Design
- Emergency Generator Design
- Studies for indoor air quality
- Alternate Bid Designs

- Pre-Design Services
- Underslab Drainage Design
- Energy Modeling
- Life Cycle Cost Analysis
- Early Bid Packages
- Insurance Limits Exceeding \$2,000,000 per claim and \$4,000,000 aggregate
- Acoustic Analysis
- Coordinating with a GCCM/MCCM process
- Enhanced building envelope modeling
- Fire pumps
- Smoke Evacuation Systems
- Street lighting
- Data Network electronic equipment (switches, routers, WAPs)
- Telephone system equipment
- Evacuation assistance systems
- Seismic calculations for mechanical and electrical components
- All work associated with the research, application, and submittals for grant money
- Clash detection beyond standard design coordination is excluded.

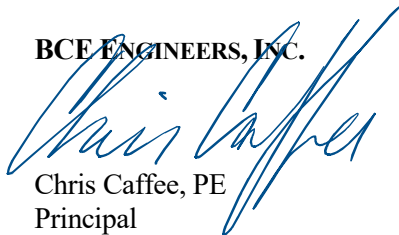
As the scope of work is not defined for these items, we would defer any negotiations until further information is known.

This proposal is based on a normal design period which continues through to completion without substantial or repeated delays. In situations where these delays occur, BCE Engineers reserves the right to request additional compensation.

Again, thank you for the opportunity to work on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

BCE ENGINEERS, INC.



Chris Caffee, PE
Principal



Proposal

CLIENT	Mark Hurley	DATE	January 19 th , 2024
CLIENT CONTACT	TCF Architecture, PLLC	PROJECT	City of Sumner Heritage Parks Event Center

Dear Mark,

Please see below our proposal for providing cost consulting services for the City of Sumner Heritage Parks Event Center Project. It is our understanding that the project will consist of a 2-story building of approximately 10,000 square feet and associated site development.

Provide cost consulting services at the following design stages:

- Schematic Design
- Design Development
- Construction Documents

2.1 Cost Estimate

The cost estimate will be based on the measurement of quantities from drawings and provided information and priced in accordance with these drawings and descriptions of the work. It is our understanding the design team will be including all sitework related estimates for both Civil and Landscape scopes of work.

2.2 Format

The estimates will be presented in elemental format or that determined by the project team.

2.3 Exclusions

Any design work or estimating beyond the above stated services and scope and beyond the site.

2.4 Meetings / Follow Up / Estimate Review

We have assumed for this fee proposal for (1) hour of meetings, conference calls and follow up.

2.5 Project Staffing Assignment

- Andy Cluness (25+ Years' Experience) – Senior Estimator / PIC
- Melia Blankenship (15+ Years' Experience) – Senior Estimator
- John Perry (30+ Years' Experience) – Senior Estimator
- Neil Watson (30+ Years' Experience) – Senior MEP Estimator

3a. Basic Services Fees

Our Not To Exceed Fee To Be Billed on an Hourly Basis for cost estimating services are **\$28,700** for the following services:

Schematic Design Estimating = \$7,585 (37 Hours x \$205/Hr.)

- Report Prep / Set Up / Internal Meetings: 1 Hour

- Architectural and Structural Estimating: 20 Hours
- Mechanical Estimating: 7 Hours
- Electrical Estimating: 6 Hours
- Civil and Landscape Estimating: By JETT
- Meetings With Design Team and or Owner / Follow-Up: 2 Hours
- QA/QC: 1 Hour

Design Development Estimating = \$10,045 (49 Hours x \$205/Hr.)

- Report Prep / Set Up / Internal Meetings: 1 Hour
- Architectural and Structural Estimating: 27 Hours
- Mechanical Estimating: 10 Hours
- Electrical Estimating: 8 Hours
- Civil and Landscape Estimating: By JETT
- Meetings With Design Team and or Owner / Follow-Up: 2 Hours
- QA/QC: 1 Hour

Construction Documents Estimating = \$11,070 (54 Hours x \$205/Hr.)

- Report Prep / Set Up / Internal Meetings: 1 Hour
- Architectural and Structural Estimating: 29 Hours
- Mechanical Estimating: 12 Hours
- Electrical Estimating: 9 Hours
- Civil and Landscape Estimating: By JETT
- Meetings With Design Team and or Owner / Follow-Up: 2 Hours
- QA/QC: 1 Hour

4. Expenses

Direct reimbursable expenditures if appropriate will be charged in accordance with the prime agreement or Our Hourly rates for miscellaneous additional services will be billed as reimbursable at \$205/Hr. Flights and Accommodations will be billed at Cost + 10%. *We are not anticipating expenses for this project.*

5. Payment

We will invoice on completion of each phase for payment net thirty (30) days. This proposal remains open for acceptance for a period of three months after which time the writer should be consulted for verification of scope and fees.

6. Project Schedule

Based on our understanding of the current schedule that if successful in our proposal we would receive the documents on the following dates for the formal submittals of our service:

Documents to RC Cost Group

Per Schedule

Complete Cost Plan

Per Schedule

We look forward to the opportunity of working with you on this important project and if you have any questions regarding this proposal or the fee structure, please give us a call. Thank you.

Yours Truly,



Andrew Cluness, Managing Partner
RC Cost Group, INC.

Confirmation of Agreement:

This letter correctly sets out the scope and fees for services to be provided by RC Cost Group, Inc. for this project.

_____ SIGNATURE OF AUTHORIZED OFFICER	_____ TITLE OF AUTHORIZED OFFICER	_____ DATE
--	--------------------------------------	---------------

January 19, 2024 **(Revised 01/30/2024)**

Mr. Mark Hurley
Principal
TCF Architecture, PLLC
902 North 2nd Street
Tacoma, Washington 98403

**Re: Proposal for Building Envelope Peer Review Consulting Services
City of Sumner Heritage Parks Community Building
Intersection of Maple Street and Kincaid Avenue
Sumner, WA**

ON: 2401-00076

Dear Mr. Hurley,

Allana Buick & Bers, Inc. (ABB) is pleased to present **TCF Architecture, PLLC (TCF)** with this proposal to provide Building Envelope Peer Review Services as related to the above referenced new construction project, located in Sumner, Washington.

At the TCF's request, we have revised our proposal to removed SD phase services.

Background

To assist us with our proposal, TCF has provided us with conceptual plan pages (dated September 2023).

It is our understanding this project is for a two-story, 9,069 SF, wood-framed community center building that includes a 100–150-person multipurpose event space, office space, warming kitchen for catering, dressing room/greenroom, and various utility rooms. The building intends to comply with 2021 IBC and WSEC.

At this time, TCF, the project's Architect of Record, is requesting building envelope peer review consulting services for the design phases only (Design Development and Construction Documents). Our scope for this proposal does not include any park areas.

ABB's consulting services scope includes the following building envelope systems:

- Roofing Systems
 - Low Sloped Roof
- Building Exterior Façade and Cladding Systems

- Walls, Cladding and Sealants
- Air Barrier/Water-Resistive Barrier/Thermal/Vapor Control Layers
- Glazing and Exterior Fenestration Systems
 - Windows, Doors, Curtainwall, Storefront
- At-Grade Waterproofing

Based on our understanding of your project requirements and our experience with similar projects, ABB proposes the following scope of service:

Scope of Services

1) Design Development (DD) Phase Services – One Peer Review

- a) Perform one (1) peer review of the DD building envelope system details and specifications prepared by Client. Peer Review will occur at 100% DD. Client will provide ABB with review drawings at least two (2) weeks prior to the scheduled report review meeting. Peer review will include:
 - i. Review of the plans and details for general conformance with material manufacturers' requirements and industry standards.
 - ii. Review of the project design for generally conformance to the Project Team's DD phase system selection decisions.
 - iii. Flags identifying where additional construction details are necessary to adequately depict the design intent.
 - iv. Review of the building envelope systems technical construction specifications for conformance with manufacturers' understood requirements and industry standards.
- b) Meet with the client on one (1) occasion via teleconference to review and discuss our DD peer review comments and recommendations.
 - i. Proposal includes up to two (2) hours for the meeting.
- c) Proposal includes four (4) hours of miscellaneous building enclosure consulting in DD phase. This includes reviewing enhanced sustainability items as related to our scope.

2) Construction Documents (CD) Phase Services – One Peer Review

- a) Perform one (1) peer review of the building envelope system details and specifications prepared by TCF. Peer review to be provided at approximately 50% CD milestone. Client will provide ABB with review drawings at least two (2) weeks prior to the scheduled report review meetings. ABB's peer reviews will include:
 - i. Review of the plans and details for general conformance with material manufacturers' requirements and industry standards.
 - ii. Review of the project design for generally conformance to the Project Team's DD phase system selection decisions.
 - iii. Flags identifying where additional construction details are necessary to adequately depict the design intent.
 - iv. Review of the building envelope systems technical construction specifications for conformance with manufacturers' understood requirements and industry standards.
- b) Meet with the Client and the Project Team on one (1) occasion via teleconference to review and discuss our peer review comments and recommendations.
 - i. Proposal includes up to two (2) hours for this meeting.
- c) Proposal includes four (4) hours of miscellaneous building enclosure consulting in CD phase. This includes reviewing enhanced sustainability items as related to our scope.

3) Limited Construction Phase Consulting Services – TBD

Construction Phase Services will be provided in a separate proposal once construction schedule is provided.

Fee Proposal

Our fees for consulting services described have been broken down by the phases listed above. Fees include reimbursable expenses.

Item	Service Phase	Fee Type	Fee (*)
1.	Design Development (DD) Phase Services – One Peer Review	Lump Sum	\$4,000
2.	Construction Document (CD) Phase Services – One Peer Review	Lump Sum	\$6,000
	Building Envelope Peer Review Consulting Fee Total:		\$10,000

(*) The above noted fees and services shall be invoiced monthly in accordance with our attached General Terms and Conditions. The above noted fees include project start-up, close-out fees, and insurance fees of 2% of total project cost before adding reimbursable expenses.

Assumptions and Exclusions

1. ABB is not the Architect of Record for the overall project design. ABB is providing peer review and consulting services for the building envelope and waterproofing systems described. ABB's scope is limited to the exterior building systems described.
2. ABB's services are limited to those specifically described above. If additional services are requested or required, we will be pleased to provide you with an additional service agreement (ASA) once the scope of additional services is defined.
3. The recommendations provided by ABB's peer review do not take the place of fully detailed construction documents and assume "best practices" installation of the products and systems referenced, including accessory items and components necessary to make the construction complete. ABB is not the Architect of Record, so we recommended that the Owner review our comments with the Architect prior to incorporation into the construction documents. We cannot be held responsible for cost changes due to our recommendations.
4. Budget is strictly based on quantities and meetings provided in the scope of services. Additional quantities or meetings may be required but will be billed on a time and materials basis.

5. This proposal does not include Value Engineering or Constructability Review services or, revisions to peer review comments because of value engineering or constructability reviews. All additional meetings, reviews, and/or detailing, sketches and specification changes resulting from value engineer efforts will be invoiced on a time and expense basis in accordance with our attached General Terms and Conditions.
6. Permitting phase services are not included in this proposal. If requested, these services can be provided on a time and expense basis per our attached General Terms and Conditions.
7. Bid phase services are not included in this proposal. If requested, these services can be provided on a time and expense basis by our attached General Terms and Conditions.
8. Mock-up consulting services are not included in this proposal. If requested, these services can be provided on a time and expense basis by our attached General Terms and Conditions.
9. Construction Phase services are not included in this proposal. If these services are requested or required, these services can be provided on a time and expense basis by our attached General Terms and Conditions.
10. It is assumed that potential issues with the City of Sumner, other government agencies and 3rd party reviewers will be addressed during the Design Development or early during Construction Document phase. If the City, Contractor or 3rd party reviewer requires extensive re-working of the building drawings, there will be an additional fee for this additional work.
11. This proposal assumes that the Owner or their General Contractor will arrange for ABB to have access to the necessary construction areas. Any fees or special equipment such as man lifts, extension ladders, etc. necessary to gain access are not included in this proposal.
12. This proposal does not include fees for Construction Monitoring or quality assurance observation services currently. Once the construction schedule has been finalized, we can provide a fee for these services on a time and expense basis once the construction schedule has been finalized.

13. Our proposal does not provide for mechanical, electrical, plumbing, structural engineering, geotechnical, grading, or environmental and/or LEED consulting services. Our proposal assumes that the relevant Project Teams and their sub-consultants will retain responsibility for these expert areas. We will coordinate with the Project Team and their consultants for our scope of work associated with the building envelope as described above.
14. It is the responsibility of the project Contractor(s) to install fully functioning building enclosure systems that provide water tightness and meet the design intent. If the Contractor fails to comply with specifications and other documents, ABB may require more field visits which would be performed at an additional time and expense fee, but not without prior approval from the Owner.
15. Jobsite and Contractor Safety will be the sole responsibility of the Contractor.

Consulting Services

We have proposed to provide services that will assist you in reviewing that the new building envelope and waterproofing assemblies are being designed in accordance with industry accepted practices and installed in accordance with the design intent. However, such construction is an extremely specialized building expertise; our proposed scope of services and fees are therefore based on the Contractor installing building enclosure systems in strict conformance with manufacturer's requirements, industry standards, specifications, design details and submitted and approved product literature and shop drawings.

Despite our diligent efforts on your behalf, there is still a chance that a failure may occur. This typically results from improper installation, negligence by construction trades when working around the new systems or improper protection after installation. Therefore, it is expressly understood that it is the sole responsibility of the Owner's selected Contractor to install and protect fully functioning building envelope systems that do not leak.

Agreement

Our Agreement consists of this executed proposal and the enclosed General Terms and Conditions. We will initiate this project upon receipt of your written authorization to proceed. If this Agreement is acceptable, please sign and return one copy by email (contracts@abbae.com), US Mail or FAX.

When ABB is requested to perform services described in this proposal prior to receiving an executed Agreement from you, such request will constitute an acceptance of this agreement. If you request ABB to provide services in addition to those specifically outlined in this agreement, it is understood that ABB will invoice for those additional services on a time and expense basis in accordance with our attached General Terms and Conditions.

Thank you for this opportunity to be of service to **TCF**. Please call us if you have any questions regarding this proposal or other aspects of our capabilities.

Very truly yours,

Allana Buick & Bers, Inc.



Petersen Lambert, P.E.
Principal, Seattle Division Manager



John Moellenhoff
Senior Consultant, Assoc. Principal

Enclosures: General Terms and Conditions (2023)

This proposal and attached General Terms and Conditions are accepted by:

TCF Architecture, PLLC

Authorized Signature

Printed Name

Date



City of Sumner Heritage Parks Events Building Project

Date: Wed, Jan 24, 2024

Proposal of Services

Mark Hurley
TCF Architecture
902 N Second Street,
Tacoma, Washington 98403

Acoustical Services Proposal for City of Sumner Heritage Parks Events Building Project

Dear Mark,

Thank you for considering the Tenor Engineering Group to support your team with the acoustical design of Sumner Heritage Park Events Building.

Estimate of Services

MILESTONES / TASKS	AMOUNT
Schematic Design	\$3,025.00
Acoustical Design Support - Develop an acoustical design plan for the mutlipurpose event space, outdoor stage, and interior offices. Provide acoustical design guidance with respect to sound isolation/speech privacy, noise control and speech intelligiblity within the event space, and performance optimization for the outdoor stage. Provide acoustical design documentation with drawing mark-up and options. Collaborate with the design team.	
Design Development	\$3,700.00
Acoustical Design Review & Coordination - Review the acoustical design options with the architectural team and owner to refine the design, materials, and finishes to meet the performance goals, budget, and aesthetics. Provide acoustical review documentation and collaborate with the design team.	
Mechanical System Noise & Vibration Control Design - Review the basis of design systems with respect to interior noise goals and environmental noise code to park areas and neighbors. For systems without sound power levels note the maximum allowable supply discharge, return inlet, and radiated for proposed systems. Provide noise and vibration control memo outlining the performance plan. Collaborate with the mechanical engineer and architect.	
Construction Documents	\$2,600.00
Acoustical Design Coordination - Complete acoustical review of 50% construction documents to confirm the design meets the performance goals. Provide comments and options for optimizing acoustical performance. Coordinate with the design team.	

Mechanical System Noise & Vibration Coordination - Review the equipment selections and complete a full duct-borne and break-out analysis of the systems to ensure the interiors meet the performance goals. COmplete detailed calculations for exterior noise to park (especially concert venue lawn) and code compliance to neighbors. Provide detailed noise and vibration control plan report. Provide report to city as necessary with respect to environmental noise code associated with permit documentation.

Total **\$9,325.00**

Summary

Our fees are based on our hourly rates and expected level of support. Please contact us if you have any questions or would like to modify the proposed scope of work.

Thank you for considering the Tenor Engineering Group.

Sincerely,

Erik Miller-Klein, PE, INCE Bd. Cert.
Principal of Acoustical Engineering

Tenor Engineering Group
erik.mk@tenor-eng.com
O: (206) 899-5450
M: (206) 658-7920

Terms of Service

These fees include all costs associated with equipment, administration, and transportation. Our fees are based on our hourly rates:

Hourly Rates

Principal, PE - \$150 per hour
Acoustical Consultant - \$90 - \$120 per hour
Staff Consultant - \$75 - \$95 per hour

At no time will our fees exceed the above hours or costs without prior written approval. If the conditions of this proposal are satisfactory we will accept an agreement form of your choice or approval of this proposal through our online client portal or printing and signing below. This can be e-mailed or mailed to: 113 Cherry St, PMB 52397, Seattle, WA 98104-2205

Client Signature

Date



January 30, 2024

Todd Bronk, RLA
JETT Landscape Architecture + Design
3445 California Avenue SW
Seattle, Washington 98116

Via email: Todddb@jett.land

Regarding: Proposal to Provide Geotechnical Engineering Services
Heritage Park Improvements and Hop Alley
902 Kincaid Avenue
Sumner, Washington
PBS Project 41825.003

Dear Mr. Bronk:

PBS Engineering and Environmental Inc. (PBS) is pleased to submit this proposal to JETT Landscape Architecture + Design (Client) to provide geotechnical engineering services for the Heritage Park Improvements and Hop Alley project at 902 Kincaid Avenue in Sumner, Washington.

This proposal outlines our project approach, scope of work, schedule, and budget for PBS services based on our understanding of the project, information provided to us to date, and experience with similar projects.

PROJECT UNDERSTANDING AND APPROACH

PBS understands the project site consists of the following addresses and Pierce County Parcels:

- 902 Kincaid Avenue, parcel no. 7985000610
- 908 Kincaid Avenue, parcel no. 7985000604
- 916 Kincaid Avenue, parcel no. 7985000603

The three parcels total approximately 0.74 acre and are currently occupied by park facilities, an existing building, and a fenced asphalt parking lot.

From the project masterplan, PBS understands the preferred plan is "a 'Park Promenade' concept organized around a series of outdoor rooms around a central promenade bisecting the park." The park area on the Cherry Avenue side of the promenade will feature a flexible, semi-covered dining/drinking gathering space at the tip of the triangle, an elevated mound with integrated seating facing the central gathering space, and a playground paired with a spray-ground, which are semi-enclosed by seat walls. The park area on the Kincaid side of the promenade will be the primary gathering space for events and festivals.

Geotechnical recommendations will be developed for foundations associated with the new building, located at the southeast corner of the park, as well as a stage, playground equipment, seat walls and steps, and light poles.

Preliminary literature review indicates the site area is underlain by quaternary alluvium, which is described as highly variable thicknesses of sand and pebble to cobble gravel beneath modern flood plains. Previous

exploration logs near the site report very loose to loose sand and soft silt from approximately the ground surface to the depth explored of about 20 feet below ground surface (bgs). Groundwater was encountered in nearby explorations between approximately 14 feet and 17 feet bgs.

The site is mapped in an area with a moderate to high liquefaction hazard. Due to the potential for liquefaction, PBS proposes completing subsurface exploration using a cone penetration test (CPT) probe. CPTs provide a continuous subsurface soil profile versus borings, which require interpretation between samples. This is increasingly important in areas prone to liquefaction, where discrete zones can be missed by borings or where generalizations that relate a low blow count to a thicker layer could result in very conservative estimates of liquefaction. CPTs are also better for correlating in situ soil consistency to modulus for evaluation of settlement and bearing capacity for foundation design. They can also be used to gather seismic shear wave velocity measurements for a more accurate estimate of seismic site class. With this approach, the drilled boring (if selected) can be used to collect samples for lab testing in discrete zones identified by the CPTs.

SCOPE OF WORK

PBS proposes the following geotechnical scope of work.

Literature Review

Geologic and hazard mapping of the site area and previous nearby explorations will be reviewed for information regarding geologic conditions and hazards at or near the site. Existing project documents provided by you will also be reviewed.

Subsurface Exploration

Subsurface conditions will be explored by completing four CPT probes using a truck-mounted rig. The CPT explorations will include one CPT advanced to a depth of up to 100 feet bgs, one CPT to 50 feet bgs, and two CPTs to 20 feet, or practical refusal of the CPT equipment, whichever occurs first. Seismic shear wave velocity testing will be completed at 1- to 2-meter intervals in one of the CPTs. Pore pressure dissipation testing will be completed in up to two of the CPTs to estimate the depth of groundwater.

Drilled Boring (Optional)

As an optional alternative, depending on the findings in the CPT explorations, subsurface conditions could be further explored by completing one boring using a track-mounted drill rig. If included, the boring will be advanced to a depth of up to 60 feet bgs or practical refusal of the drilling equipment, whichever occurs first. In situ, standard penetration tests will be performed at 2.5- to 5-foot intervals. The boring will be logged, observed groundwater levels noted, and representative soil samples collected by a member of the PBS geotechnical engineering staff.

Street Use Permits

We assume access for the explorations in the on-site parking lots will be possible. We assume obtaining street use permits for explorations in the right-of-way will be necessary and that PBS will coordinate with the City of Sumner and pay the associated permit fees. We have estimated permitting costs based on our experience with previous projects in the City of Sumner. We assume traffic control will be required for explorations in the right-of-way.

Groundwater Level Monitoring

PBS assumes water levels within the existing on-site monitoring wells will be measured by the PBS environmental team under a separate scope of work. The groundwater monitoring findings will be used to establish the design groundwater elevation assumed in the geotechnical report.

Soils Testing

If the optional drilled boring is completed, select soil samples will be returned to our laboratory and classified by the Unified Soil Classification System (ASTM D2487) and/or the Visual-Manual Procedure (ASTM D2488).

Laboratory tests may include natural moisture contents, Atterberg limits, and grain-size analyses, as appropriate.

Geotechnical Engineering Analyses

The data collected during the subsurface exploration, literature research, and testing will be analyzed to develop geotechnical recommendations for design and construction.

Deliverable

A geotechnical engineering report will be prepared containing the results of our work, including the following information:

- Field exploration logs and site plan showing approximate exploration locations
- Laboratory test results
- Groundwater considerations
- Liquefaction potential
- Building slab recommendations, including:
 - Subgrade preparation
 - Moisture mitigation
 - Modulus of subgrade reaction
- Shallow foundation design recommendations:
 - Minimum embedment
 - Allowable bearing pressure
 - Estimated settlement (total and differential)
 - Sliding coefficient
- Deep foundation or ground improvement recommendations (if necessary):
 - Minimum depth of embedment
 - Axial compression and uplift capacity
 - Construction considerations
- Pole foundation design recommendations:
 - Minimum embedment
 - Allowable bearing pressure
 - Allowable passive resistance
- Lateral earth pressures for embedded/retaining wall design, including:
 - Active, passive, and at-rest earth pressures
 - Seismic lateral force
 - Sliding coefficient
 - Groundwater and drainage considerations
- Earthwork and grading, cut, and fill recommendations:
 - Structural fill materials and preparation, and reuse of on-site soils
 - Wet weather considerations
 - Utility trench excavation and backfill requirements
 - Temporary and permanent slope inclinations

- Seismic design criteria in accordance with the current International Building Code (IBC) with state of Washington amendments
- Recommended asphalt concrete (AC) pavement sections

Contaminated Media Management Plan (CMMP)

PBS will prepare a Contaminated Media Management Plan (CMMP) to provide information regarding the location, type, and source of contaminated media (soils and groundwater) present at the site, and to assist the eventual project contractor with proper media management and disposal, as needed. The CMMP is not intended to meet all of the Ecology regulatory requirements.

Design Consultation (Optional)

In most cases, final development plans for the project are not completed when the geotechnical engineering report (GER) is prepared, and additional services beyond completion of the GER are necessary to complete final design. We recommend engaging PBS to provide geotechnical engineering consultation to the design team to attend project design meetings, address geotechnical-related design questions, and review the project plans and specifications before they are finalized. Such a review allows us to verify that our recommendations and concerns have been adequately addressed in the design.

LIMITATIONS OF SCOPE

This proposal is based upon the condition that the Client fully accepts limitation of professional liability and indemnification as stated in the attached General Terms and Conditions for Professional Services (Rev. 10/2018).

Soil samples collected during the investigation will be stored for a minimum of 60 days after completion of subsurface exploration. Additional storage time may be requested for a monthly fee.

No infiltration testing will be completed during the subsurface exploration.

PBS will complete both a "one call" public utility notification and subcontract a private utility locate prior to beginning subsurface explorations.

In the event environmental contamination is encountered during fieldwork, the Client and the PBS Environmental team will be notified immediately.

Ground Disturbance During Exploration

All reasonable efforts will be made not to damage any existing slabs, asphalt, landscaping, or underground utilities or sprinklers, etc.; however, PBS will not be responsible for repair costs associated with any damage to such improvements.

Explorations in the grass/lawn areas will result in disturbance to the ground surface within an approximate 10- to 15-foot radius. Our scope and fee does not include restoring the ground surface to the original conditions (e.g., compaction, topsoil, and seeding).

COMPENSATION

PBS proposes to provide the scope of work for a lump sum, apportioned as follows:

PBS Labor	\$9,800
Laboratory Testing and Other Expenses	\$900
Street Use Permits	\$1,000
Subcontractor (CPT)	\$6,300
Subcontractor (Private Locate)	\$600
Subcontractor (Traffic Control)	\$1,900
Total Cost (without CMMP)	\$20,500
Contaminated Media Management Plan (CMMP)	\$4,400
Total Cost (with CMMP)	\$24,900

Drilled Boring (Optional)

PBS Labor	\$1,800
Subcontractor (Driller)	\$6,500
Additional Laboratory Testing (Optional)	\$1,600

Total Cost for Drilled Boring and Additional Lab Testing \$9,900

Design Consultation (Optional)

\$3,000 (T&M)

Optional services will utilize Management contingency if necessary

The fees and terms under which these services are provided will be in accordance with the attached PBS General Terms and Conditions for Professional Services (Rev. 10/2018). The Terms and Conditions and this proposal constitute the entire agreement (Agreement) between the parties and may not be changed without prior written consent of the parties.

The cost provided in this proposal is valid for 90 days from the date of this proposal, after which line items are subject to potential revision to reflect current market conditions and other external factors that may impact the accuracy of the total anticipated costs.

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

These fees assume that any modifications to the scope of work previously described, or work following our submission of the final report (such as project planning meetings, presentations, etc.), will be considered additional work. Any additional work will be billed on a time and materials (T&M) basis.

SCHEDULE

Typically, field work can be scheduled immediately upon receipt of written authorization to proceed. Field explorations can usually be completed within three to four weeks of receiving authorization, depending on the subcontractor’s availability. In order to help expedite the project schedule, PBS has tentatively scheduled the CPT field explorations for March 18, 2024. The field work could potentially be provided sooner if the subcontractor’s schedule changes. This schedule will be confirmed upon receiving authorization.

PBS will work with the Client to develop a delivery schedule once the work has been authorized; however, a preliminary schedule is provided below. Pertinent information will be given to the Client, or the Client's consultants, informally as it is developed so that planning and design can proceed on a timely basis.

Preliminary Schedule:

- Field explorations March 18, 2024
- Laboratory testing March 25, 2024
- Draft geotechnical report April 15, 2024
- Final geotechnical report May 1, 2024

JOBSITE SAFETY

At PBS, we are committed to keeping our employees, clients, contractors, and communities safe and healthy. All work that PBS employees perform is conducted following federal, state, and local safety guidelines.

APPROVAL

Please indicate acceptance of this Agreement by returning a signed copy of this Agreement or a purchase order incorporating the terms and conditions of this Agreement.

PBS appreciates this opportunity to submit our proposal to you and looks forward to your favorable consideration. Please feel free to contact Spencer Ambauen at 206.949.6073 or spencer.ambauen@pbsusa.com or Ryan White at 503.539.5028 or ryan.white@pbsusa.com with any questions or comments.

Sincerely,

Spencer Ambauen, PE
Senior Geotechnical Engineer
PBS Engineering and Environmental Inc.

Ryan White, PE, GE (OR)
Principal Geotechnical Engineer
PBS Engineering and Environmental Inc.

Attachment: PBS General Terms and Conditions for Professional Services (Rev. 10/2018)

RW:SA:rg

January 18, 2024
Matt Martenson
JETT-Landscape Architecture+Design

Re: Heritage Park Topographic Survey

Thank you for considering TruLand as your surveying consultant. The following is a Scope of Services and cost estimate to provide surveying services for a topographic survey with accurate boundary lines, of the Heritage Park property and adjacent roadways in Sumner, WA. Based on the information you provided, this is our understanding of the scope and effort requirements for this project:

SCOPE

TOPOGRAPHIC SURVEY

TruLand will provide the following professional services:

Topographic Survey:

TruLand will perform a full topographic survey of roadways identified as Main Street, Cherry Street, Kincaid Avenue, and Maple Street, as well as an alleyway connecting Kincaid Avenue with Alder Avenue, with the mapping limits represented by the red lines as shown on Limits Map on page 2. Mapping is intended to extend to edge of buildings on Main Street, Cherry Street, Kincaid Avenue, and alleyway, while mapping will extend to the southern sidewalk along Maple Street.

For the Park area represented by the yellow lines as shown on Limits Map, only underground utilities will be collected. In addition to full topographic mapping within the red lines and utility-only mapping within the yellow lines, sufficient controlling monuments will be recovered, along with research of available public records, in order to show an accurate depiction of the property boundaries and rights of way in these areas. Contours will be at 1-foot intervals, or as required, and based on the NAVD88 Vertical Datum. The horizontal datum for this survey will be NAD83/11, Washington State Plane, South Zone, or as required.

The field survey will locate visible evidence of, including but not limited to, the following improvements:

- Buildings
- Curbs
- Sidewalks/Paths
- Driveways/curb cuts
- Pavement-delineation between concrete and asphalt
- Retaining walls, bulkheads and fences – materials and heights
- Storm drainage and storm drain structures
- Sanitary sewer manholes and/or Septic Tanks
- Water valve boxes
- Electrical power vaults and associated surface features
- Telephone pedestals
- Natural gas

5. We have accounted for the cost of an independent utility locating service to identify the location of existing underground utilities within the budget listed below.
6. The setting of survey monuments at the exterior boundary points of the subject is not included in this proposal, however accurate boundary lines will be depicted.

DELIVERABLES

At completion of our work on this project, TruLand will provide:

1. Civil 3D drawing file suitable for design purposes
2. Signed PDF copies of the Topographic Survey

FEE & SCHEDULE

Topographic Survey: The described Scope of Services for the Topographic Survey will be completed on a Lump Sum Fee basis in the amount listed below on a mutually agreed upon schedule:

TOPOGRAPHIC SURVEY: \$26,000

OPTIONAL UAV AERIAL

TruLand will perform a UAV aerial flight over the site and will include a large overlap of the topography limits. An accurate georeferenced aerial will be produced as an overlay to the topographic survey. Resulting photography will result in a combined aerial with a pixel size of less than 0.5'. This product will aid in engineering and visualization of site plans for public presentations, shareholder visualization, etc.

OPTIONAL AERIAL COST: \$700

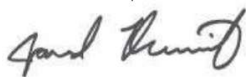
Optional services will
utilize Management
contingency if
necessary

ADDITIONAL SERVICES

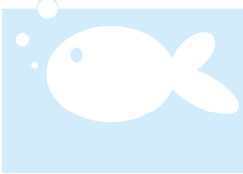
It is understood that any Additional Services beyond those included in this Scope of Services shall be authorized in writing by the Client prior to commencement of the "Additional Service(s)," and the Client shall reimburse TruLand for said Additional Services monthly according to the work actually accomplished in the preceding month, provided such Additional Services have been approved in writing.

If you have any questions or need additional information, please call me at 425.516.3919 or e-mail me at jkemnitz@trulandsurvey.com.

Best regards,
TruLand Survey, LLC.



Jared Kemnitz, PLS



<i>Project</i>	Sumner Heritage Park + Hops Alley [24 01]
<i>Location</i>	914 Kinkaid Ave Sumner, WA 98390
<i>Client</i>	JETT Landscape + Architecture 3445 California Ave Seattle WA 98116



Project Summary

This project is reconfiguration of the existing park area in the City of Sumner known as 'Reuben Knoblauch Heritage Park,' as well as an adjacent alleyway, known as 'Hops Alley' or 'South Alley.' Although two separate projects, the design tasks will run concurrently.

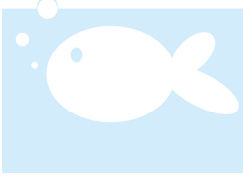
This scope does NOT include the construction of a new Event Building that will replace the existing building on site.

Initial Masterplan for these two elements – Park and Alley – have proven successful and desirable to the City, and the design will be moving forward. The Masterplan is to be considered as the Schematic Design phase. In conjunction with the Woonerf project completed in 2023, this project aims to expand the connection between Alley and Park, as well as revitalize and re-energize the Park usage. It is assumed that the new building being proposed for the southeast corner of the Park will be designed to coordinate with the outdoor elements of the site.

The goal of the lighting for this project is to provide better levels of safety and security, enhance the usage and flexibility of the spaces, and help to active nighttime activities in these environments.

This project is to be taken through to the point of providing Bid Documents only.

100 % Female Owned | Verified Small Business | Certified Minority Owned | King County SCS



Scope of Work

The following proposal is based on several assumptions provided by the Landscape Architect. LittleFish Lighting would provide lighting design for the following areas:

- | | |
|--|---------------------------------|
| 1. New walkways within the Park boundary | 5. Signage at Alley entrances |
| 2. New Plaza + seating area | 6. Art and/or feature landscape |
| 3. Alley festive lighting | 7. Play areas |
| 4. Stage/Performance area | 8. Stadium seating area |

*coordination with new building, design by others

Services

LittleFish Lighting, Inc. (LFL) will act as the lighting designer of record and lead the design effort. Design support, production and calculation assistance, and other specialty tasks, may be provided by sub-consultants to LittleFish Lighting, as needed. Fees for these tasks have been included.

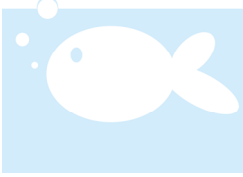
LittleFish Lighting, Inc. is not an electrical engineer. Electrical circuiting and Emergency Egress Design are not included. It is assumed that the electrical engineer for the project will write the Specification, and LFL will edit the 26 5000 sections for lighting.

Code compliance forms are not included. All information needed for the electrical engineer to complete these forms will be provided during the CD Phase.

Whenever possible, LFL will specify products that are standard and off-the-shelf. Selection of product is based on application, performance, durability, and maintainability, as well as aesthetics. A Basis of Design specification will be provided.

Excluded Services (The following items are not included in this proposal, but are available for additional fee)

- Alternate designs for cost/value comparisons after the DD phase
- Re-designs due to outside value engineering analysis after the DD phase
- Construction cost estimates for lighting system
- Multiple bid packages
- Record drawings
- Energy Study & Modeling
- Energy Incentive Program Assistance
- LEED Tracking and Documentation
- Onsite observation performed at the end of the warranty period
- Commissioning
- Solar Electric (Photovoltaic) System Design
- Emergency Egress design and calculation
- Code Compliance forms



The following services will be performed to support the project for this phase of design:

Schematic Design

Masterplan documentation will be considered as the SD phase

Deliverables for the Schematic Design phase:

- Schematic Design Narrative has already been provided and will be the base moving forward.

Design Development

1. Design meetings with the project team. Currently (3) one-hour coordination meetings are included. All are assumed to be via electronic means, at this time.
2. Presentation and discussion with client of type of lighting and poles needed.
3. Develop overall lighting system to meet requirements.
4. Perform lighting calculations for verification, as needed – two are included (50%, 100%)
5. Coordinate with design team members, specifically electrical engineering, to ensure cohesive design.

Deliverables for the Design Development phase:

- Lighting layout mark-ups of PDF drawings provided by Landscape Architect.
- Luminaire Schedule with associated Cut Sheets of Basis of Design lighting equipment.
- Lighting Controls Intent narrative.
- Photometric calculations using AutoCAD bases provided by Landscape Architect
- Budget estimate of lighting equipment (provided to EE to incorporate into overall electrical budget)

Construction Documents – handover all drawing to EE/advise through 100%

1. Design meetings with the project team. Currently (2) one-hour lighting-specific meetings are included, assumed to be via electronic means, at this time.
2. Coordinate with electrical engineer and provide necessary information for code compliance form completion.
3. Finalize/adjust drawings markups for handover at start of CD phase.

Deliverables for the Construction Documents Phase:

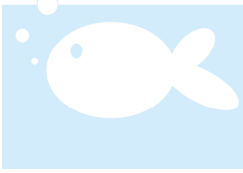
- Review and redline PDF lighting layout plans, as provided by electrical engineer/landscape architect.
- Final Luminaire Schedule with complete Cut Sheet package of lighting equipment supporting Basis of Design.
- Edit of (26 5000) Project Specifications, as provided by electrical engineer.

Mock-up – on-site

Organize, order and demonstrate on-site. Cost of product is not included.

Bidding Phase – not included

Construction Administration – not included



Compensation

LFL will be compensated on a phase fee basis in the total amount of \$24,100, excluding mock-up and reimbursable expenses, and \$4,750 for the on-site mock up. Fees will be billed monthly in proportion to the services performed and tasks completed. Billing will NOT be on an hourly breakdown basis. Mock up will be billed separately. Cost of product is not included.

Fees, by phase, are shown below:

(0%) Schematic Design	\$ 0
(42%) Design Development	\$ 15,750
(21%) Construction Documents	\$ 7,350
(16%) Mock-up	\$4,750
(0%) Bid/Submital Review	\$ 0
(0%) Construction Administration	\$ 0
(100%) TOTAL	\$ 28,850
Expenses NTE (none anticipated)	\$ 500

Optional services will utilize Management contingency if necessary

\$23,100 base services

Additional Scope

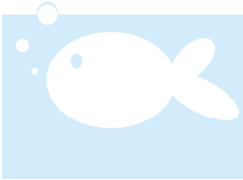
Work outlined in the proposal has been calculated using the current hourly rates and tasks identified. Additional work outside this scope will be charged on a Time+Materials basis, with hourly rates stated for the current year the work is requested in. A set fee based upon a pre-agreed Additional Services Addendum can also be arranged, if preferred.

Although we do not anticipate any reimbursable expenses for this project other than travel related, a standard NTE amount of \$500 is noted in the final fee proposal. Should any expenses be incurred, they are charged at cost + 10% on relevant monthly invoices.

Listed below are the current standard billing rates for LittleFish Lighting services in the United States (USD), effective as of 01 January 2024. As a result of our streamlined internal structure, shown are the broad 'task categories' that are used for a project, as needed. All work is done in the United States. We do not offshore work.

Category	Rate/Hour
Senior Designer/Project Manager	\$250
Specialty Designer (external specialist)	\$275
Project Designer (REVIT/CAD)	\$190
Renderings (SketchUp, Photoshop)	\$170
Calculations / Compliance / Code research	\$175
Project Administration / Coordinator	\$90

Signing below gives LittleFish Lighting, Inc. authorization to proceed and is acceptance of the included scope, fees, terms, and conditions. Any verbal request to proceed will be acknowledged as acceptance of this proposal in its entirety.



Proposed by:

Devki RajGuru
President

LittleFish Lighting, Inc.

Date: 19 January 2024



EXHIBIT G
TO PRIME AGREEMENT
ELECTRICAL ENGINEER - SITE WORK

January 29, 2024

Jett Landscape Architecture + Design
93445 California Ave SW,
Seattle, WA 98116

Attn: Todd Bronk

RE: City of Sumner Heritage Park and Alley Site – Electrical Design Fees Rev. 1

Dear Todd,

We are pleased that you have included BCE Engineers on the team for this project. We look forward to working with you on this challenging project. BCE proposes to provide the electrical plans, specifications and coordination with the design team, the City of Sumner, and the governing officials as necessary to support the project.

The scope of work as we understand it is as follows:

Scope of Work

- Provide power and circuiting design to support all outdoor lighting. Outdoor lighting design fixture selection, photometric calculations, and layout to be provided by Littlefish Lighting. If required, the site lighting photometric plan will be prepared and submitted by Littlefish Lighting for Conditional Use Permit (CUP).
- Outdoor lighting circuiting and controls to be designed under the 2021 Washington State Energy Code. BCE will be coordinating circuits and controls requirements with the lighting designer. NREC lighting forms for the plan review submittal to be provided by the lighting designer.
- Provide power infrastructure to support the event lawn and stage power requirements.
- Provide power hook-ups to the four designated food truck parking areas.
- Provide site conduit and data infrastructure only (conduit and cabling back to building communications room)) to support any City WAP (Wireless Access Point).
- Provide site conduit and data infrastructure only (conduit and cabling back to building communications room) to support the A/V and communications needs at the stage and event lawn.
- Coordinate the (2) power service points with PSE for the new Heritage building and Alley power. A design alternate option for a third service point will be provided, to have a stand-alone service for the Heritage site lighting and power independent of the Heritage building.

- EV Charging (per WAC requirements): Level 2 Electric Vehicle charging will be required by the Washington State Administrative Code (WAC) in March of 2024. Coordination with the Owner on the amount, location, and style of charging, to arrange electric gear sizing, and to help plan the site layout.
- Provide electrical cost analysis for the Design Development and Construction Documents.

We propose a **fixed fee of \$32,500** to cover this service.

The basic services agreement covers formal submittal packages for Design Development, 60% CD/Permit, 90% Construction Documents and Bid Set. Informal check sets for coordination purposes are included under the basic services. Any additional formal submittals will be considered outside the basic scope of work and additional compensation will be negotiated at that time. Submittals for all site electrical related drawings will be generated in AutoCad.

Additional Extra Services and Options:

**OPTIONS SERVICES IF NEEDED AND
CONTINGENCY AVAILABLE IN OVERALL FEE**

1. Additional EV Charging: Additional Level 2 and Level 3 Electric Vehicle charging beyond the WAC code requirements. An extra effort is needed to work with the Owner on the amount, location, and style of charging, to arrange electric gear sizing, and to help plan the site layout. We propose to provide the above scope of work up to (10) locations for a **fixed fee of \$6,500**.
2. Stage and Event Lawn AV Design: The basic site infrastructure only scope to support the A/V is included with the basic service. If a complete site PA and A/V system design is required, this would require additional coordination and design with Technology personnel. We propose to provide the above scope for a **fixed fee of \$4,500**.
3. CCTV: The basic site infrastructure only scope to support the site CCTV coverage is included with the basic service. If a complete installed CCTV system design is required, this would require additional coordination and design with Technology personnel. We propose to provide the above scope for a **fixed fee of \$4,500**.

Exclusions:

- Any design outside of the above mentioned scope of work
- Any design for frontage improvements and street lighting requiring a separate design and submittal to the public works department.
- Commissioning support
- Sewage lift station.
- LEED documentation and submittal
- Off-Site Power Design
- Emergency Generator Design
- Insurance Limits Exceeding \$2,000,000 per claim and \$4,000,000 aggregate
- Data Network electronic equipment (switches, routers, WAPs)
- All work associated with the research, application, and submittals for grant money
- Construction Administration
- Value Engineering

As the scope of work is not defined for these items, we would defer any negotiations until further information is known.

This proposal is based on the design schedule per Exhibit B which continues through to completion without substantial or repeated delays. In situations where these delays occur, BCE Engineers reserves the right to request additional compensation.

Again, thank you for the opportunity to work on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

BCE ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Henry Santos', with a stylized flourish at the end.

Henry Santos
Associate Principal



City of Sumner Heritage Park Site (Stage & Outdoor Event Acoustics)

Date: Sun, Jan 28, 2024

Proposal of Services

Todd Bronk
JETT Landscape Architecture + Design
3445 California Ave SW,
Seattle, Washington 98116

Acoustical Services Proposal for City of Sumner Heritage Park Site (Stage & Outdoor Event Acoustics)

Dear Todd,

Thank you for considering the Tenor Engineering Group to support your team to optimize the acoustical performance of the new Heritage Park Stage in Sumner, Washington. The following services are itemized to provide the team with the flexibility to select the services that best fit the project needs and are proposed on an hourly basis. The goal is to assist the landscape design team and provide best practices for AV system deployment for future concerts and events within the uniquely shaped park with adjacent buildings and businesses.

Estimate of Services

MILESTONES / TASKS

TASK AMOUNT (HOURLY NTE)

Stage & Audience Acoustical Design Support - Hourly NTE

Complete on-site acoustical testing of the existing park grounds performance with respect to sound reflections within existing park, background noise from vehicles and existing buildings, and effective sound reduction due to distance within the park. Review design documents for the design of the park and stage with respect to acoustical perception and optimization for music performances and events. Coordinate design elements and conditions with the team and owner to incorporate into the design for effective acoustical performance. Provide written documentation, sketches, and details with respect to acoustic design and noise control. Attend meetings to collaborate with the design team.

\$6,250.00

3D Acoustical Modeling of Stage/Events - Upon request of design team and owner

Complete topographic 3D computer model of sound emission and reflections to explore different speaker, stage, and seating area configurations. Outline the performance of these options to help team make decisions about the best configurations for various musical types and event layouts.

\$5,400.00

Optional services will
utilize Management
contingency if
necessary

Summary

Our fees are based on our hourly rates and expected level of support. Please contact us if you have any questions or would like to modify the proposed scope of work.

Thank you for considering the Tenor Engineering Group.

Sincerely,

Erik Miller-Klein, PE, INCE Bd. Cert.
Principal of Acoustical Engineering

Tenor Engineering Group
erik.mk@tenor-eng.com
O: (206) 899-5450
M: (206) 658-7920

Terms of Service

These fees include all costs associated with equipment, administration, and transportation. Our fees are based on our hourly rates:

Hourly Rates

Principal, PE - \$150 per hour
Acoustical Consultant - \$90 - \$120 per hour
Staff Consultant - \$75 - \$95 per hour

At no time will our fees exceed the above hours or costs without prior written approval. If the conditions of this proposal are satisfactory we will accept an agreement form of your choice or approval of this proposal through our online client portal or printing and signing below. This can be e-mailed or mailed to: 113 Cherry St, PMB 52397, Seattle, WA 98104-2205



EXHIBIT G
TO PRIME AGREEMENT
STRUCTURAL ENGINEERING

Swenson Say Fagét
STRUCTURAL ENGINEERING

2124 Third Avenue, Suite 100
Seattle, WA 98121
O 206.443.6212

934 Broadway, Suite 100
Tacoma, WA 98402
O 253.284.9470

⊕ ssfengineers.com

January 29, 2024

Todd Bronk
JETT Landscape Architecture
3445 California Avenue SW
Seattle, WA 98116

RE: Proposal for Structural Engineering Services, Heritage Park, City of Sumner

Thank you for inviting our proposal for structural engineering services for the City of Sumner Heritage Park project. SSF Engineers has extensive experience with public work projects of this type. This document is to confirm our understanding of the scope of services and compensation for this project. This proposal is based on the preliminary drawings we received from your office.

Project Understanding and Scope of Work

It is our understanding that JETT Landscape Architects has been retained to design Heritage Park for the City of Sumner. Our scope will include several items that need structural design within the park. These include the support foundations for light poles, signs, terraced seating, the stage, art support, and other miscellaneous site features. For the purposes of this proposal, we will assume that conventional shallow concrete foundations will be adequate to support new structures and that standard soil bearing pressures can be used. No soils report was provided as the time of writing this proposal. Deep foundations systems are excluded from this proposal and fee.

Project Phases and Associated Fees

We propose a full scope of services that includes drawings/details, structural calculations, and construction administration. It is our understanding that all drafting will be done by your office. Typical construction administration services include items such as responding to RFI's by the contractor and shop drawing review. Our fees for the services noted above are as follows:

0% to 30% (preliminary design)	\$4,000
30% to 60% (permit submittal)	\$12,000
60% to 90% (permit corrections)	\$4,000
100% (Bid Documents)	\$4,000
Construction Administration	\$6,000

Schedule

We are available to begin preliminary design, and will be in contact with the design team regarding the schedule and upcoming submittal deadlines.

Schedule of Conditions

This proposal is based on the above project description, as well as the attached Schedule of Conditions that is part of this agreement. Our hourly rates and billing particulars are included in our Schedule of Conditions.

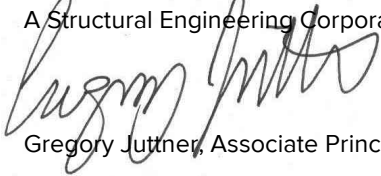
We intend to furnish our services in accordance with the attached Memorandum of Engagement for Professional Services which defines completely the agreement between us. You should understand that no other conditions, express or implied, will apply to Swenson Say Faget's performance of its services. If you accept these conditions, please return to us a signed copy of this proposal.

If we have not received the countersigned proposal before we begin to perform our services or you do not otherwise object to our Memorandum in writing prior to our beginning work, we will proceed according to the Memorandum of Engagement and assume that it is acceptable to you.

Thank you again for inviting our proposal for structural engineering services on the City of Sumner Heritage Park design. We look forward to being part of the design team.

Sincerely,

SWENSON SAY FAGÉT
A Structural Engineering Corporation



Gregory Juttner, Associate Principal, P.E., S.E.

SUBJECT: Systemic Horizontal Curve Improvements - Consultant Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$282,300

Within Budget Allocation: Yes

ATTACHMENTS:

1. Consultant Agreement w/ Scope & Fee

STAFF CONTACT: Thi Le, Engineering Specialist, Michael Kosa, Public Works Director

SUMMARY BACKGROUND:

Systemic Horizontal Curve Improvements project received a federally-funded from Highway Safety Improvement Program (HSIP) grant for safety improvements on East Valley Highway, West Valley Highway, Sumner-Tapps Highway/166th Avenue East, and 142nd Avenue East. The improvements will likely include static and dynamic warning signs, speed feedback signs, centerline and edge line profiled striping, rumble strips, new signing and pavement markings, guardrails, shoulder improvements, and street lighting.

The grant provides \$903,000 towards the design and construction of the project. The work will be 100% funded by the grant (no local match required) if the City obligates for construction by April 30, 2025. It is fully expected that the Public Works department can obligate the project in the required timeframe for 100% grant funding.

Three Statement of Qualifications were received on Dec 15, 2023 for this project. SCJ Alliance was selected to provide consulting services for this project through a qualification-based selection process. The project commences with the preliminary phase with a budget of \$20,701 and will be supplemented with the full scope for the next phase. An agreement with a maximum amount payable of \$282,300 was negotiated for the design of the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/6/2024
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with SCJ Alliance, in an amount not-to-exceed \$282,300 for the Systemic Horizontal Curve Improvements (CIP23-08), substantially in a form approved by the City Attorney.

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

Agreement Number: LA10661

Firm/Organization Legal Name (do not use dba's): Shea Carr & Jewel, Inc	
Address 8730 Tallon Lane NE	Federal Aid Number HSIP-000S(668)
UBI Number 602 612 261	Federal TIN 20-4834444
Execution Date	Completion Date 12/31/2025
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No
Project Title Systemic Horizontal Curve and Roadway Departure Safety Improvements	
Description of Work SCJ Alliance will complete the planning for the design of the safety improvements. SCJ Alliance will review the crash data along the corridors and develop countermeasures as well as priority of implementation on East Valley Highway, West Valley Highway, Sumner-Tapps Highway/166th Avenue East, and 142nd Avenue East. Use the priority of countermeasures with to identify project elements that are fundable with the available grant funds. After the planning phase, will be designing the identified projects and preparing plans, specifications, and estimate packages.	
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation
Maximum Amount Payable: 20,701.00	

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 City of Sumner, 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:
Name: Thi Le
Agency: City of Sumner
Address: 1104 maple St
City: Sumner State: WA Zip: 98390
Email: thil@sumnerwa.gov
Phone: 253-299-5718
Facsimile:

If to CONSULTANT:
Name: Patrick Holm
Agency: Shea Carr & Jewell, Inc.
Address: 8730 Tallon Lane NE, Suite 200
City: Lacey State: WA Zip: 98516
Email: patrick.holm@scjalliance.com
Phone: 360-352-1465
Facsimile: 360-352-1509

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: Thi Le
Agency: City of Sumner
Address: 1104 Maple St
City: Sumner State: WA Zip: 98390
Email: thil@sumnerwa.gov
Phone: 253-299-5718
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

Project No. HSIP-000S(668)



Exhibit A

Scope of Work

Systemic Horizontal Curve Improvements

Sumner, WA

Prepared For: Thi Thuy Duong Le, Engineering Specialist, City of Sumner

Prepared By: Patrick Holm, PE, Project Manager, SCJ

Date Prepared: January 29, 2024

Overview:

The City of Sumner is looking to improve the safety of several of its primary arterials, including East Valley Highway, West Valley Highway, Sumner-Tapps Highway/166th Avenue East, and 142nd Avenue East. The improvements will likely include static and dynamic speed/curve signs, centerline and edge line profiled striping, rumble strips, new signing and pavement markings, guardrails, shoulder improvements, and street lighting. These enhancements will help address system-wide elements and increase the arterial roadway network for the City.

SCJ Alliance will complete the planning and design for the safety improvements. We plan to approach the project in a two step process. In the first step, we will review the crash data along the corridors and develop countermeasures as well as priority of implementation. We will use the priority of countermeasures with to identify project elements that are fundable with the available grant funds. Based on these projects, we will have kick-off meetings with WSDOT Local Programs and Local Programs Environmental staff to confirm project approach and permitting scope. The second step, will be designing the identified projects and preparing plans, specifications, and estimate packages.

Phases of work planned are the following:

- ◆ Project Management
- ◆ Corridor Review

Phase 1 Project Management

Task 1 Management

- 1) **Management:** Manage the project by directing and supervising staff and reviewing work for the duration of the project. This management is for the overall work rather than specific tasks.
- 2) **Progress Billings:** Prepare a monthly progress bill with weekly progress reports attached. Bills will show staff hours for each phase (i.e., Phase 1: Project Management).

Phase 1 Understanding

- ◆ Project management will be provided over a 1-month time frame for Step 1 and the estimated number of meetings and project coordination is reflected in the budget.
- ◆ Progress billings will be submitted monthly to the City.

- ◆ Peer review quality control is budgeted with the associated design work.

Phase 2 Corridor Review

Task 1 Analysis of Existing Crash Data

- 1) Collect crash data: from WSDOT from 2018-2023 for the four study corridors.
- 2) Analyze crash data: Compare results to the findings in the adopted Local Road Safety Plan.
- 3) City Meeting; Meet with City staff to review analysis results.

Task 2 Identification of Countermeasures and Prioritization

- 1) Identify Locations: Identify specific locations on each study corridor where safety improvements are recommended.
- 2) Identify Countermeasures: Identify recommended countermeasures for each location. As a part of countermeasures identification, we would conduct a speed study to fine tune countermeasure recommendations.
- 3) Develop Improvements: Develop prioritization of safety improvements. Criteria for this effort may include:
 - ◆ Presence of serious injury or fatal crash at location.
 - ◆ High occurrence of specific crash type at location or across multiple study roadway corridors.
 - ◆ Project cost and implementation.
- 4) City Meeting: Meet with City staff to discuss selected countermeasures and prioritization.
- 5) Cost Estimates: Prepare planning level cost estimates with a 30% contingency for the recommended countermeasures.

Task 3 Technical Memo

- 1) Technical memo: Summarize the prioritized location analysis, proposed countermeasures, and project prioritization. Prepare a technical memo to document the findings of the safety analysis. Submit the memo to City staff for review. Revise and finalize the memo based on one round of comments and resubmit to the City.

Task 4 Local Programs Coordination

- 1) Local Programs Meeting: Hold up to two meetings with WSDOT Local Programs and Local Programs Environmental to review identified projects. Review will include validating grant funds and project expectations. The meeting with Local Programs Environmental will be to agree on a the permitting path and planned NEPA Categorical Exclusions (CE) for the WSDOT CE Manual.

Phase 4 Deliverables

- ◆ Preliminary Cost Estimates of the recommended countermeasures at each location in PDF format.

- ◆ The speed study results will be provided in PDF format and included as part of the Technical Memo.
- ◆ Technical Memo describing the safety analysis and recommended countermeasures to be performed in PDF format.

Exhibit B
DBE Participation Plan

There are no subcontractors and no DBE requirements.

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

N/A

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

N/A

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

AGENCY may review CONSULTANT's files at CONSULTANT's office at any time with one week notice.

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

See Exhibit A - Scope of Work.

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

See Exhibit A - Scope of Work.

II. Any Other Electronic Files to Be Provided

PDF Format as stated in Exhibit A - Scope of Work

III. Methods to Electronically Exchange Data

USB Drive, FTP File Exchange, and/or email as requested by AGENCY.

A. Agency Software Suite

Microsoft Office Suite

B. Electronic Messaging System

Email server via Outlook and Gmail.

C. File Transfers Format

Various - Google Drive, FTP, etc.

Exhibit D
Prime Consultant Cost Computations

Exhibit D

Consultant Fee Determination Summary - Exhibit D-1



SCJ Alliance

Client: City of Sumner
Project: Systemic Horizontal Curve Improvements
Job #: 22-000249
File Name: Sumner Labor Estimate.xlsm

Template Version: 8/17/2023
Contract Type: LAG Contract

Consultant Fee Determination

DIRECT SALARY COST

Classification	Hours	Direct Hourly Rate	Amount
Principal	2.0	\$98.04	\$196.08
Senior Project Manager	35.0	\$70.20	\$2,457.00
Senior Planner	34.0	\$52.67	\$1,790.68
P4 Planner	26.0	\$44.07	\$1,145.82
Senior Consultant	2.0	\$79.00	\$158.00
P3 Planner	2.0	\$43.83	\$87.66
Project Accountant	2.0	\$45.67	\$91.35
Total Direct Salary Cost			\$5,926.58

OVERHEAD

Overhead Rate:	166.19%	Direct Salary Cost:	\$5,926.58	Overhead Cost	\$9,849.38
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FIXED FEE

Fixed Fee Rate:	31.00%	Direct Salary Cost:	\$5,926.58	Fixed Fee Cost	\$1,837.24
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TOTAL SALARY COST

Total Salary Cost \$17,613.20

SUBCONSULTANTS

Subconsultant Fee Subtotal:	\$0	\$0.00
Subconsultant Markup:	0%	\$0.00

REIMBURSABLE EXPENSES

Copies, Printing, etc.	0.5%	of the Direct Salary Costs	\$88.07
Traffic Vendor		Speed Study	\$3,000
Mileage	0	miles at \$0.655 per mile	\$0.00
Expenses Subtotal:			\$3,088.07
Expenses Markup:	0%		\$0.00

SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)

Subtotal (Salary, Subconsultants and Expenses)	\$20,701.27
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MANAGEMENT RESERVE FUND (MRF)

Management Reserve:	\$0	\$0.00
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Total Estimated Budget: \$20,701.27

Exhibit D

Consultant Labor Hour Estimate

SCJ Alliance

Client: City of Sumner

Template Version: 8/17/2023

Project: Systemic Horizontal Curve Improvements

Contract Type: LAG Contract

Job #: 22-000249

File Name: Sumner Labor Estimate.xlsx



		Scott Sawyer	Patrick Holm	Ryan Shea	Jacki Taylor	Sharese Graham	Laura Barker	Melissa Oum	
Phase & Task No.	Phase & Task Title	Principal	Senior Project Manager	Senior Planner	P4 Planner	Senior Consultant	P3 Planner	Project Accountant	Total Direct Labor Hours & Cost
Phase 01 Project Management									
Task 01	Project Management								
1	Management	2.0	4.0	2.0				2.0	10.0
Subtotal Hours:		2.0	4.0	2.0				2.0	10.0
Total Phase Hours:		2.0	4.0	2.0				2.0	10.0
Total Phase Direct Labor:		\$196.08	\$280.80	\$105.33				\$91.35	\$673.56
Phase 02 Corridor Review									
Task 01	Analysis of Existing Crash Data								
1	Collect Crash Data				1.0				1.0
2	Analyze Cash Data			6.0	2.0				8.0
3	Review Results		2.0	3.0	1.0				6.0
Subtotal Hours:			2.0	9.0	4.0				15.0
Task 02	Identification of Countermeasures & Prioritization								
1	Identify specific locations for countermeasures		1.0	4.0	2.0				7.0
2	Identify countermeasures for each location		1.0	4.0	2.0				7.0
3	Develop safety prioritization		2.0	4.0					6.0
4	Meet with City to discuss countermeasures		3.0	3.0					6.0
5	Prepare cost estimates for each countermeasure		16.0						16.0
Subtotal Hours:			23.0	15.0	4.0				42.0
Task 03	Technical Memo								
1	Prepare draft tech memo and submit to City for review		2.0	6.0	16.0				24.0
2	Incorporate comments and finalize tech memo			2.0	2.0				4.0
Subtotal Hours:			2.0	8.0	18.0				28.0
Task 04	Local Programs Coordination								
1	Local Programs Meeting		4.0			2.0	2.0		8.0
Subtotal Hours:			4.0			2.0	2.0		93.0
Total Phase Hours:			31.0	32.0	26.0	2.0	2.0		93.0
Total Phase Direct Labor:			\$2,176.20	\$1,685.34	\$1,145.82	\$158.00	\$87.66		\$5,253.02
Total Hours All Phases		2.0	35.0	34.0	26.0	2.0	2.0	2.0	103.0
Total Direct Labor Estimate All Phases		\$196.08	\$2,457.00	\$1,790.68	\$1,145.82	\$158.00	\$87.66	\$91.35	\$5,926.58

Exhibit D

Consultant Billing Rate Schedule - Exhibit D-2



SCJ Alliance

Client:	City of Sumner	Hourly Rate Table Format:	LAG Contract
Project:	Systemic Horizontal Curve Improvements	Allowable Overhead Rate:	166.19%
Job #:	22-000249	Negotiated Fixed Fee:	31.00%
File Name:	Sumner Labor Estimate.xlsm	Billing Rate Table Version:	8/17/2023
Date:	1/26/24		

Actuals Not To Exceed Billing Rate Table (ANTE)

Job Classifications	Direct Labor Hourly Rate NTE	Allowable Overhead 166.19%	Negotiated Profit 31.00%	Total Hourly Billing Rates NTE
Principal	\$132.15	\$219.63	\$40.97	\$392.75
Senior Consultant	\$105.92	\$176.02	\$32.83	\$314.77
Senior Project Manager	\$92.11	\$153.08	\$28.55	\$273.74
PM3 Project Manager	\$77.00	\$127.97	\$23.87	\$228.84
PM2 Project Manager	\$70.00	\$116.33	\$21.70	\$208.03
PM1 Project Manager	\$52.00	\$86.42	\$16.12	\$154.54
Senior Engineer	\$64.29	\$106.84	\$19.93	\$191.06
E4 Engineer	\$60.00	\$99.71	\$18.60	\$178.31
E3 Engineer	\$56.68	\$94.20	\$17.57	\$168.45
E2 Engineer	\$49.47	\$82.21	\$15.34	\$147.02
E1 Engineer	\$39.12	\$65.01	\$12.13	\$116.26
Senior Landscape Architect	\$61.79	\$102.69	\$19.15	\$183.63
L4 Landscape	\$53.08	\$88.21	\$16.45	\$157.75
L3 Landscape	\$45.00	\$74.79	\$13.95	\$133.74
L2 Landscape	\$41.14	\$68.37	\$12.75	\$122.26
L1 Landscape	\$34.00	\$56.50	\$10.54	\$101.04
Senior Planner	\$71.00	\$117.99	\$22.01	\$211.00
P4 Planner	\$52.17	\$86.70	\$16.17	\$155.04
P3 Planner	\$45.00	\$74.79	\$13.95	\$133.74
P2 Planner	\$39.48	\$65.61	\$12.24	\$117.33
P1 Planner	\$36.30	\$60.33	\$11.25	\$107.88
Senior Technician	\$53.00	\$88.08	\$16.43	\$157.51
T4 Technician	\$48.26	\$80.20	\$14.96	\$143.42
T3 Technician	\$40.62	\$67.51	\$12.59	\$120.72
T2 Technician	\$36.00	\$59.83	\$11.16	\$106.99
T1 Technician	\$34.34	\$57.07	\$10.65	\$102.06
Construction Inspector	\$33.17	\$55.13	\$10.28	\$98.58
Senior Construction Manager	\$0.00	\$0.00	\$0.00	\$0.00
RE 3 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
RE 2 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
RE 1 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
Construction Office Engineer	\$0.00	\$0.00	\$0.00	\$0.00
CI 4 Construction Inspector	\$72.97	\$121.27	\$22.62	\$216.86
CI 3 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI 2 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI 1 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
Graphic Designer	\$46.00	\$76.45	\$14.26	\$136.71
PC 3 Project Coordinator - CM Only	\$0.00	\$0.00	\$0.00	\$0.00
PC 2 Project Coordinator	\$45.85	\$76.20	\$14.21	\$136.26
PC 1 Project Coordinator	\$36.35	\$60.41	\$11.27	\$108.03
Project Accountant	\$66.00	\$109.69	\$20.46	\$196.15



**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

July 6, 2023

Shea, Carr & Jewell, Inc. (dba SCJ Alliance)
8370 Tallon Lane NE, Suite 200
Lacey, WA 98516-6642

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Heather Seago:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 166.19% of direct labor (rate includes 0.28% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Stambaugh Ness. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

This was not a cognizant review. Any other entity contracting with the 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 (Jul 6, 2023 13:38 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

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.

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 City of Sumner
- 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
Shea, Carr & Jewell, Inc.

whose address is

8730 Tallon Lane NE, Suite 200, Lacey, WA 98516

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 Washington State Department of Transportation

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.

Shea, Carr & Jewell, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Sumner

I hereby certify that I am the:

☒ Authorized Official

☐ Other

of the City of Sumner, and Shea, Carr & Jewell, Inc.

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; or
- 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 Washington State Department of Transportation 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.

Shea Carr & Jewell, Inc.

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 Systemic Horizontal Curve Improvements * are accurate, complete, and current as of January 29, 2024 **.

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: Shea Carr & Jewell, Inc.

Signature

Principal

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 \$ 2,000,000.00 .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 2,000,000.00 .

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: Approval of electronic checks and payments in the amount of [\\$2,632,102.48](#).

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Payments in the amount of \$2,632,102.48.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.

SUBJECT: Approval of the minutes from the February 5, 2024, regular council meeting, and special study session and the 12th of February 2024, study session.

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - February 5, 2024 (Regular Meeting)
2. Minutes - February 5, 2024 (Special Study Session)
3. Minutes - February 12, 2024 (Study Session)

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Approval of the meeting minutes from the previous three council meetings.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as written.



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

Staff present: Wilson, Marquez, Steffens, Beagle, Windish, Kosa, Moericke, Palmer, Siegenthaler and Converse

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

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Bowman, Brown, Cole, Elfers, and Stuard

COUNCILMEMBER BOWMAN WAS ABSENT. PER COUNCIL RULES, THE MAYOR WAS NOTIFIED. MOVED BY BITETTO SECONDED BY ELFERS TO EXCUSE COUNCILMEMBER BOWMAN FROM TONIGHT'S MEETING.

PASSED BY VOICE VOTE.

CONSENT AGENDA

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

1. Operations Facility – Contract Award for Construction Management Services.
2. Approval of checks and electronic payments in the amount of \$615,660.57.
3. Resolution No. 1671 – Adopting Sumner's Tourism Plan
4. Resolution No. 1669 – Sumner-Bonney Lake Wastewater Treatment Facility Interlocal Agreement.
5. Approval of the meeting minutes from January 16, 2024 regular council meeting, January 22, 2024, study session and the special study session of January 29, 2024.

PASSED BY VOICE VOTE.

PUBLIC HEARING

There was none tonight.

REGULAR BUSINESS

1. **Unfinished Business**

2. Public Comment

The following spoke about saving the Ryan House:

Randall Adams, resident of Sumner

Amie Rang, resident of Sumner

Nick Biermann, resident of Sumner

Washington Trust for Historic Preservation

3. New Business

a. Resolution No. 1668 – Murrey’s Disposal Rate Increase

MOVED BY BITETTO SECONDED BY ELFERS TO APPROVE RESOLUTION NO. 1668 – MURREY’S DISPOSAL RATE INCREASE.

Administrative Services Director Jeff Steffens addressed the council and introduced Murrey’s Disposal District Manager Steven Hopkins.

Mr. Hopkins answered several questions from Council and the public.

VOTING YES – BROWN, BITETTO AND ELFERS

VOTING NO – COLE, STUARD

PASSED BY ROLL CALL VOTE 3-2.

4. Reports

a. Council

Councilmember Elfers told everyone to stay healthy, there is something that is going around.

Councilmembers Brown and Stuard had no comment.

Deputy Mayor Cole had no comment.

Councilmember Bitetto reminded the public to get their ballots for the school district levy in and Congratulations to the high school basketball team.

b. City Administrator

City Administrator Jason Wilson shared the following:

Upcoming Policy Issues:

- February 12th – Study Session
 - Council Vacancy Interviews
- February 20th (Tuesday) – Regular Council Meeting
 - Council Vacancy Nominations/Appointment
 - Resolution accepting a donation to Metro Animal Services
 - Systemic Horizontal Curves Improvements - Consultant Contract Award
 - Resolution Authorizing staff to apply for Recreation & Conservation Office (RCO)
 - Heritage Park/Main Street Visioning – Consultant Contract Amendment
 - Ordinance amending our Utility Base Fee Code

- Ordinance amending our Essential Public Facilities Code

Significant Development Activity:

- The Sound Transit Garage begins construction on February 19th. That means that nearly all the parking will be displaced. Commuters are encouraged to use the Puyallup Station--where there is ample parking. Riders can also park at the Bonney Lake Park and Ride and take the shuttle to the station, be dropped off, or walk/bike to the station.

Policy Follow-Up:

Commuter Connector Shuttle

- Starting on February 12th the Sumner Commuter Connector will begin the East/West route. The shuttle will provide service between the Bill Heath Sports Complex and the Sounder Station. More information including schedule and how to ride can be found on our website.
- Legislative Update
 - HB 1445 – Chief Moericke contacted legislators expressing the city’s opposition to expanding the Attorney General’s Office authority, allowing for the office to bring charges against city’s police departments for any violation of law or common practice (even if not illegal). As a reminder this bill would create unnecessary additional oversight, is unevenly applied to only non-state law enforcement, and does not require any form of misconduct to be identified or pattern of misconduct to be identified.

Miscellaneous:

- The City recently completed their 2022 Financial Audit. The audit is conducted by the State Auditor’s Office and focuses on our overall financial practices, accountability (internal controls) and Federal Fund use. I am pleased to announce that the City received a clean audit with no management letters or findings. A special thank you to CFO Cassandra Raymond and Financial Services Manager Dori Franich.

c. Mayor

Mayor Hayden had no comments.

5. Executive Session

6. Adjournment

With no additional business before the council, Mayor Hayden adjourned the meeting at 6:30pm. Councilmembers concurred.

ATTEST:

Kathy Hayden, Mayor

Michelle Converse, CMC City Clerk



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

Staff present: Wilson, Marquez, Windish, Steffens, Barber, Kosa, Moericke, and Siegenthaler

Mayor Hayden called to order the Special Study Session, at 6:36pm.

CALL TO ORDER

Roll Call: Bitetto, Bowman, Brown, Cole, Elfers and Stuard

COUNCILMEMBER BOWMAN WAS ABSENT. MAYOR HAYDEN ASKED FOR A MOTION AND SECOND TO EXCUSE BOWMAN FROM THE MEETING. MOTION MADE BY BITETTO, SECOND BY ELFERS. PASSED BY VOICE VOTE.

REGULAR BUSINESS

1. Ordinance No. 2878 – Essential Public Facilities Code Update

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 7:23pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk



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

Staff present: Wilson, Marquez, Windish, Steffens, Barber, Kosa, Moericke, Raymond, Beagle and Converse

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

CALL TO ORDER

Roll Call: Bitetto, Bowman, Brown, Cole, Elfers and Stuard

REGULAR BUSINESS

1. Council Vacancy

CITY ADMINISTRATOR REPORT

AGENDA SETTING

1. Council Meeting Agenda Calendar
2. Council Committee Meeting Calendar

EXECUTIVE SESSION

Mayor Hayden adjourned the regular meeting into Executive Session at 6:34pm for the purpose of evaluating the qualifications of a candidate for appointment to elective office per RCW 42.30.110(1)(h) for a period of 20 minutes. There will be no action to follow.

The regular meeting was reconvened at 6:34pm.

ADJOURNMENT

With no additional business, Mayor Hayden adjourned the meeting at 6:34pm.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

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

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

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

STAFF CONTACT: Michael Kosa, Public Works Director

SUMMARY BACKGROUND:

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

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/6/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

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

ORDINANCE NO. 2869

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON AMENDING THE MUNICIPAL CODE SECTIONS RELATED TO OWNERSHIP AND MAINTENANCE REQUIREMENTS FOR STORMWATER FACILITIES.

WHEREAS, new developments are often required to construct stormwater facilities to be compliant with city, state, and federal stormwater regulations; and

WHEREAS, it is appropriate for the City to own and maintain stormwater facilities attributed to single-family residential developments in low density residential zones such that the facilities are efficiently and effectively maintained without need of a development-wide homeowners association; and

WHEREAS, higher density zoning developments, and specifically zero lot line developments, often result in more complex and challenging stormwater facility maintenance, occasionally including mechanical systems with more costly equipment and electrical requirements to maintain; and

WHEREAS, higher density zoning developments, and specifically zero lot line developments, often require the formation of neighborhood associations to handle such systems as well as other maintenance requirements and needs.

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

Section 1. 13.48.720 Ownership and maintenance requirements – Generally, is hereby amended as follows:

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

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 20th day of February 2024.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

First Reading:

Date Adopted:

Date of Publication:

Effective Date:

SUBJECT: Ordinance No. 2882 - Public Works Trust Fund Loan

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2882 - Public Works Loan Acceptance
-

STAFF CONTACT: Drew McCarty, Engineering Specialist, Michael Kosa, Public Works Director

SUMMARY BACKGROUND:

As part of the efforts to fund construction of the Decant Facility project, the City applied for Public Works Board Trust Fund Loan funding. It includes funding for Construction of the Decant Facility in the amount of \$2,804,414 with an interest rate of 1.72% with loan terms of 20 years.

The project is anticipated to go out for bid in Quarter 1 2024.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/6/2024
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No. 2882 authorizing the Mayor to enter into agreement with Public Works Board to receive loan funding in the amount of \$2,804,414 for the Decant Facility Project.

ORDINANCE NO. 2882
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING FUNDS FROM PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ANY AGREEMENT NECESSARY TO ACCEPT OR ADMINISTER THE FUNDING.

WHEREAS, the city of Sumner applied for the Public Works Board Construction Loan for the Construction of the new Decant Facility; and

WHEREAS, Public Works Board awarded the city a loan of \$2,804,414 with an interest rate of 1.72% with loan term of 20 years towards the Construction of the new Decant Facility; and

WHEREAS, City Council acceptance of the loan 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 loan funds and enter into any necessary grant agreements regarding the same.

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Public Works Construction Loan Funding Agreement terms and authorizes the Mayor or his/her designee to execute the same, together with any and all documents necessary to carry out and effectuate the loan acceptance.

Section 2. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

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

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

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

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, City Clerk

City Attorney Andrea Marquez

First Reading:
Date Adopted:
Date of Publication:
Effective Date:

CONTRACT FACE SHEET

Contract Number: PC24-96103-025

PUBLIC WORKS BOARD CONSTRUCTION FUNDING CONTRACT

1. Contractor City of Sumner 1104 Maple St Sumner, WA 98390		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative		4. Public Works Board Representative Ava Gombosky	
5. Contract Amount \$2,804,414	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2044
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # N/A	11. SWV # SWV0007719-00	12. UBI # 277-000-014	13. UEI # N/A
14. Contract Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; Attachment I: Attorney's Certification; and the Public Works Board's Traditional Program Policy Handbook, found on the PWB website			
FOR THE CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Kathryn A. Gardow, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY _____ Signature on File Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Sumner
Contract Number: PC24-96103-025

PROJECT INFORMATION

Project Title: Decant Facility
Project City: City of Sumner
Project State: **Washington**
Project Zip Code: 98390

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: **\$2,804,414**
Loan Term: **20 years**
Interest Rate: **1.72%**
Payment Month: June 1st

GRANT FUNDING:

Grant Amount: \$0
% of Funding as Grant: 0%

PROJECT TOTALS:

Total Estimated Cost: **\$2,804,414**
Total Project Funding: **\$3,135,986**
Earliest Date for Cost Reimbursement: **September 8, 2023**
Time of Performance: 60 months from Execution Date of this Contract to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS CONTRACT

N/A

LOAN SECURITY CONDITION GOVERNING THIS CONTRACT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the Storm Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

This project will lead to the construction of a decant facility at the new Sumner Operations Facility. This includes site preparation, property enhancements, and utility installations. The facility will be approximately 4,755 square feet with a sealed concrete floor.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents, and construction. The project needs to meet all applicable Local, State, and/or Federal standards



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CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Funding Contract the following terms shall have the meaning set forth below:

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract
- B. "Contract" shall mean this Construction Funding Contract.
- C. "Contractor" shall mean the local government identified on the Contract Face Sheet receiving funding to complete the project described in the SCOPE OF WORK described in this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Contract, displayed within the Contract in **THIS STYLE** for easier identification.
- E. The Traditional Program Policy Handbook shall mean the handbook found at the [PWB Traditional Financing Webpage](#) and available upon request as PDF.

1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board construction funding for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Contract to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the contract terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

If the funding under this Contract constitutes a loan, repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit. Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Contract performed by sub-contractors and the portion of the Contract funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to approval and disbursement of any funds awarded under this Contract, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the BOARD and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memoranda of agreement, if historical or cultural artifacts found during the construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the BOARD Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contract shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in the Contract, the Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contract may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Contract execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Contract execution, the Contractor may choose one of the two following incentives upon project completion:

Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:

Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Contract execution, the Contractor may choose one of the following two incentives upon project completion:

Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;

Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

1.15 Rate and Term of Loan

If the Contractor is awarded a loan, the BOARD shall fund the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.16 Recapture

In addition to the recapture provisions in Section 2.32, the right to recapture shall exist for a period not to exceed six (6) years following Contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The CONTRACTOR shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD monthly or at least quarterly, as appropriate.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total loan amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs, other funding, and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared **funding under this Contract**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final funding amount, local share, and any applicable interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

If the contract includes loan funding, loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of a loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Contract execution. Interest accrues for the sixty (60) months after Contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Quarterly Expenditure Projection Reports;
- C. Certified Project Completion Report at project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the project, and
- E. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.21 Termination for Convenience

Notwithstanding anything in Section 2.42 Termination for Convenience, the BOARD may suspend or terminate this Contract in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

1.22 Time of Performance

No later than sixty (60) months after the date of Contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term of any loan provided under this contract, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Contract Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.24 Special Conditions

If ADDITIONAL SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as LOAN SECURITY.

GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

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

2.4 AMENDMENTS

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

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

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

2.7 ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.9 AUDIT

A. General Requirements

- If requested by the Board at any time during the contract period and six (6) years following termination of the Contract, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
2. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's

name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Contract whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12 CONFORMANCE

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

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.18 GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services. RCW 39.80
- D. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- E. Discrimination-Human Rights Commission, RCW 49.60.
- F. Ethics in Public Service, RCW 42.52
- G. Growth Management, RCW 36.70A
- H. Housing Assistance Program, RCW 43.185.
- I. Interlocal Cooperation Act, RCW 39.34.
- J. Noise Control, RCW 70.107.
- K. Office of Minority and Women's Business Enterprises, RCW 39.19 and WAC 326-02.
- L. Open Public Meetings Act, RCW 42.30.
- M. Prevailing Wages on Public Works, RCW 39.12.
- N. Public Records Act. RCW 42.56.
- O. Public Works Projects, RCW 43.155
- P. Relocation Assistance – Real Property Acquisition Policy, RCW 8.26.
- Q. Shoreline Management Act of 1971, RCW 90.58.
- R. State Budgeting, Accounting, and Reporting System, RCW 43.88

- S. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- T. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- U. State Environmental Policy, RCW 43.21C.
- V. State Executive Order 21-02 Archeological and Cultural Resources.

2.23 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.25 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.28 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17 and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.29 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the BOARDS review upon request.

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.31 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.32 RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the BOARD reserves the right to recapture funds in an amount to compensate the BOARD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this contract.

2.33 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.36 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the BOARD may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.37 SEVERABILITY

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

2.38 SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the BOARD.

If the BOARD approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.39 SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.40 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.41 TERMINATION FOR CAUSE

In the event the BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, the BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

The BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.42 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the BOARD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the BOARD shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.43 TERMINATION PROCEDURES

Upon termination of this contract, the BOARD, in addition to any other rights provided in this contract.

The rights and remedies of the BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C.** Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.44 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.45 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

CONTRACTOR: City of Sumner
CONTRACT Number: PC24-96103-025

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Sumner (the CONTRACTOR); and

I have also examined any and all documents and records which are pertinent to the CONTRACT, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to CONTRACT with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD's financial assistance and to provide for repayment of the loan as set forth in the CONTRACT.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying the loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the CONTRACT.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the CONTRACTOR.

Signature of Attorney

Date

Name

SUBJECT: Ordinance No. 2881 - Utility Base Fee Update

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. - Utility Base Fee Code Update

STAFF CONTACT: Michael Kosa, Public Works Director, Thi Le, Engineering Specialist

SUMMARY BACKGROUND:

The proposed ordinance change aims to introduce a strategic and uniform approach to providing credits to property owners against the city's system development charges when reconnecting to the sewer or water system following legal demolition or emergency destruction of their buildings. Property owners can also request credits against Transportation Impact Fees associated with redevelopment if Transportation Impact Fees are paid on development that is legally demolished or otherwise destroyed. These credits, specifically intended to incentivize redevelopment, will remain valid for a period of ten years from the date of initial service discontinuation. Additionally, the ordinance also modifies the language in Chapter 13.36. The envisioned change establishes a consistent framework across municipal codes.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 2/6/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No. 2881, revising sections of Chapters 12.36, 13.20, 13.24, 13.36, substantially in the form as approved by the City Attorney.

ORDINANCE NO. 2881

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON AMENDING THE MUNICIPAL CODE SECTIONS RELATED TO SYSTEM DEVELOPMENT CHARGE CREDITS FOR WATER, SEWER, STORM, AND TRANSPORTATION IMPACT FEES.

WHEREAS, water utility customers who legally demolish or otherwise experience destruction of their building/residence are required to continue paying minimum monthly service fees in order to maintain any system development charge credits applicable to redevelopment, and only enjoy those credits for a period of five years from the date of discontinuation of service before they expire; and

WHEREAS, sewer utility customers who legally demolish or otherwise experience destruction of their building/residence are required to continue paying the minimum monthly service fees through redevelopment completion or risk losing all system development fee credits applicable to redevelopment; and

WHEREAS, developments subject to transportation impact fees that are demolished or otherwise destructed only enjoy a credit for traffic impact fees paid against future redevelopment for a period of ten years, but there is no requirement that any fee is paid to preserve those credit(s); and

WHEREAS, the inconsistencies among utilities causes confusion and uncertainty for developers, and makes tracking credit amounts and expiration dates for said credits difficult for the City; and

WHEREAS, the City Council desires to remove the requirement that customers must continue to pay minimum monthly service fees in order to preserve credits, and to adopt one consistent rule and expiration time period (10 years) applicable to water, sewer and transportation system development credits to create more transparency and certainty for property owners and developers who legally demolish or otherwise experience destruction of their structures.

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

Section 1. Section 13.20.100 Sewer Rates - Discontinuance of service, is hereby amended as follows:

A. Service Charge. Any facility/building that is connected to the sanitary sewer system ~~and is habitable~~, whether occupied or not, and regardless of whether the water service is on or off, shall pay the minimum monthly service charge as set forth herein. Any structure that has been legally demolished or otherwise destroyed and rendered uninhabitable, shall not be subject to the minimum monthly service charge (Ord. 2356 § 3 (part), 2011: Ord. 2032 § 1 (part), 2002)

B. Credits for Demolished Structures. Following a legal demolition, or destruction of a structure by no fault of the owner, the sewer service connection will be discontinued and a credit will be assigned to the property against system development charges based on the equivalent residential units of the demolished or destroyed structure. This credit is exclusively applicable to redevelopment and remains valid for a period of no more than ten (10) years from the date service was removed. Failure to submit a complete building permit application within a ten-year period following discontinued sewer service shall result in the expiration of any credit or credits, and the redevelopment of the property will be subject to all applicable fees and charges in place at the time of permit application submittal.

C. Other Discontinuation. Except as otherwise outlined in this Chapter, sewer service that is discontinued for any reason other than described above will not be entitled to any service credit and will be subject to all applicable fees and charges for a new connection or re-connection.

Section 2. Section 13.24.140 Water Utility Service -Renewal of service, is hereby amended as follows:

~~Any connection through which service is discontinued for five years shall be considered abandoned and a new connection shall be applied for when renewal of service is requested. All applicable fees, system development charges and installation cost for service line and meter applicable at the time of application shall be paid by said applicant. Services that have been discontinued for less than five years will not be charged a new system development charge or may receive credit for the previous service if the requested service is for a larger meter. If the discontinued service was a three quarter inch and the applicant now requests and needs a one-inch service, the system development charge will be the difference between the SDC for a one-inch meter and a three quarter inch meter in effect at the time of application. Other permit fees and charges to reconnect the service will be charged as described in this chapter as applicable. (Ord. 2743 § 1 (Exh. A) (part), 2020; Ord. 2356 § 4 (part), 2011; Ord. 2119 § 1 (part), 2005. Formerly 13.24.120)~~

A. Credits for Demolished Sites. Following legal demolition, or destruction of a structure by no fault of the owner, the water service connection will be discontinued and a credit will be assigned to the property against system development charges based on the previous service meter size(s) connected to the demolished or destroyed structure. This credit is exclusively applicable to redevelopment and remains valid for a period of no more than ten (10) years from the date service was removed. Failure to submit a complete building permit application within a ten-year period following discontinued water service shall result in the expiration of any credit or credits, and the redevelopment of the property will be subject to all applicable fees and charges in place at the time of permit application submittal. (Ord. 2743 § 1 (Exh. A) (part), 2020; Ord. 2356 § 4 (part), 2011; Ord. 2119 § 1 (part), 2005. Formerly 13.24.120)

B. Other Discontinuation. Except as otherwise outlined in this Chapter, water service that is discontinued for any reason other than described above will not be entitled to any service credit and will be subject to all applicable fees and charges for a new connection or re-connection.

Section 3. Section 13.36.060 Storm Drainage Fees Service charge imposed, is hereby amended as follows:

A. A storm drainage utility service charge is imposed on every parcel of land within the city, and the owner thereof, determined by the property's contribution to stormwater runoff based on the impervious surface area on the site. This charge excludes ~~excepting~~ only those properties identified as exemptions in chapter 13.32 SMC.

B. This charge is deemed reasonable and is necessary to fund construction, repair, replacement, operation, maintenance, inspection and improvement of all storm drainage and surface water management facilities, including the accumulation of reserves, the retirement of any debt, and NPDES permit compliance.

C. Excluding those properties exempted in chapter 13.32 SMC, all parcels of real property within city limits will be subject to a monthly stormwater service charge as identified in the Sumner utility rate and fee schedule. This charge includes both state business and occupation (B&O) tax and the city utility tax.

1. Single-Family Residential. Monthly stormwater service charges for single-family residential will be calculated per SMC 13.32.100(A) and (C).

2. Small Multifamily Residential. Monthly stormwater service charges for multifamily duplex (two) and triplex (three) residential units will be calculated per SMC 13.32.100(B).

3. Large Multifamily Residential. Monthly stormwater service charges for multifamily developments with four or greater dwelling units will be calculated per SMC 13.32.100(D).

4. Other Parcels, Including Institutional, Commercial, and Industrially Developed Parcels. The monthly charges for all other parcels except those exemptions itemized in chapter 13.32 SMC shall be based on a uniform rate for each ESU charged at the time of permit issuance of developed property:

a. The following credits are given to developed nonresidential parcels that meet the following criteria. For any developed nonresidential parcels that qualify for more than one credit, the total credit shall be determined as follows. No more than two credits shall be granted.

Base charge $\times$ (1 – credit #1) $\times$ (1 – credit #2)

i. Nonresidential parcels that are developed or retrofitted with low impact development (LID) facilities in accordance with city low impact

development standards and honor the maintenance obligations and land use restrictions set forth in their LID agreement will receive a 50 percent credit off the total monthly billing.

ii. Nonresidential parcels and private storm systems serving any residential parcel having private outfalls will receive a 25 percent credit off the total monthly charge. "Private outfalls" are defined in chapter 13.48 SMC.

iii. Industrial parcels with a valid Washington State stormwater NPDES permit will receive a 50 percent credit off the total monthly charge. (Ord. 2752 § 1 (Exh. A) (part), 2020; Ord. 2586 § 1, 2016; Ord. 2520 § 3, 2015; Ord. 2356 § 8 (part), 2011; Ord. 2333 § 3, 2010; Ord. 2316 § 1 (part), 2010)

Section 4. 12.36.050E Transportation Impact Fees, Assessment of impact fees shall be amended as follows:

E. Applicants ~~that have been awarded credits prior to the submittal of the complete building permit application pursuant to SMC 12.36.070 shall submit, along with the complete building permit application,~~ previously awarded credit or credits must include a copy of the Transportation Impact Fee Credit letter or certificate prepared by the director or his/her designee pursuant to SMC 12.36.070 ~~setting forth the amount of the credit awarded,~~ with their complete building permit application. Impact fees, ~~as determined after the application of appropriate credits,~~ shall be adjusted based on these credits and collected from the feepayer at the time the building permit is issued.

Section 5. 12.36.070 Transportation Impact Fees, Credits and adjustments shall be amended as follows:

A. Requesting Transportation Impact Credits

- a. A feepayer can request that a credit or credits for transportation impact fees ~~be awarded to him/her for transportation project improvements provided by the feepayer if the land, improvements, and/or the facility constructed are identified as transportation system improvements that provide capacity to serve new growth in the transportation plan, or the director, at his/her discretion, makes the finding that such land, improvements, and/or facilities would serve the transportation goals and objectives of the comprehensive plan.~~
- b. The director possesses the discretion to grant credits if the constructed entities are in alignment with the city's comprehensive transportation plan.
- c. The property owner can request a credit or credits against impact fees associated with redevelopment if transportation impact fees are paid on development that is legally demolished or otherwise destroyed.

B. For each request for a credit or credits, the director shall determine the value of dedicated undeveloped land by either using available documentation or selecting an independent and qualified appraiser as the director deems appropriate ~~from a list of independent appraisers maintained by the department to determine the value of the land being dedicated. The value of land dedicated as right-of-way and qualifying for a credit in new developments shall be based on actual predevelopment worth.~~ The value of the improvements shall be based on the actual documented construction cost ~~as determined through documentation submitted by the feepayer.~~

C. The feepayer shall pay the cost of the appraisal and shall deposit on account the estimated cost of the appraisal as determined by the director at the time requesting credit consideration. ~~the feepayer requests consideration for a credit.~~

D. After receiving the appraisal, the director shall provide the applicant with a Transportation Impact Fee Credit letter ~~or certificate~~ setting forth the dollar amount of the credit, the reason for the credit, where applicable, the legal description of the site donated, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter ~~or certificate indicating his/her agreement to the terms of the letter or certificate,~~ and return such signed document to the director before the impact fee credit will be awarded. The failure of the applicant to sign, date, and return such document within 60 days shall nullify the credit.

E. Any claim for credit must be made no later than the time of application for a building permit. ~~Any claim not so made shall be deemed waived.~~ Failure to do so will result in the waiver of the ability to claim or request any credit.

F. No credit shall be given for transportation project improvements or right-of-way dedications for direct access improvements to and/or within the development in question.

G. Credits shall be based on the current transportation impact fees in effect at the time the credit is approved by the director. The city shall keep a record of these credits and apply them to future development permits. ~~The statute of limitation for these credits is 10 years from the date of approval of the credit and the date a complete permit application is filed with the city.~~ so long as a complete building permit application is submitted within 10 years from the date the Transportation Impact Fee Credit was awarded.

H. Determinations made by the director pursuant to this section shall be subject to the appeals procedures set forth in SMC 12.36.090.

I. Pursuant to and consistent with the requirements of RCW 82.02.060, the Schedule of Transportation Impact Fees ~~fee rate schedule, Attachment A*~~, has been reasonably adjusted for other revenue sources which are earmarked for, or proratable to, funding transportation facilities. (Ord. 2698 § 1 (Exh. A) (part), 2019: Ord. 2041 § 1 (part), 2003)

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 20th day of February 2024.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

Andrea Marquez, City Attorney

First Reading:

Date Adopted:

Date of Publication:

Effective Date:

SUBJECT: Ordinance No. 2878 - Essential Public Facilities Code Update

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2878 - Essential Public Facilities Code
2. Staff Report - Essential Public Facilities 012524

STAFF CONTACT: Ann Siegenthaler, Senior Planner

SUMMARY BACKGROUND: This item is a proposed code update for Essential Public Facilities. The State requires local jurisdictions to have a process for identifying and siting essential public facilities. Sumner does not currently have a process that is complete or compliant with new State laws.

The proposed ordinance adds a review process and siting/approval criteria for Essential Public Facilities (EPF) and Behavioral Health Facilities (BHF). EPF and BHF may include regional transportation facilities, correctional facilities, opioid treatment programs, mental health facilities, and secure community transition facilities.

The State limits local control of EPFs. The proposed ordinance includes measures to give Sumner the ability to appropriately locate and place conditions on EPFs, while staying within the limits imposed by the State. The new regulations would:

1. Add definitions for EPF/BHF consistent with state laws
 2. Add EPF/BHF uses to land uses allowed in various zones, such as:
 - Allowing small group homes in Single Family Residential Zones
 - Allowing large group homes and inpatient facilities in Multifamily Residential zones, Town Center, East Sumner
 - Allowing more intensive uses like outpatient facilities in Commercial zones, Town Center, East Sumner
 - Allowing mobile opioid units in residential, commercial and industrial zones.
 3. Add specific siting criteria for facilities (e.g. have an Operations Plan, be licensed, provide mitigation of impacts, etc.).
 4. Require a Conditional Use Permit for most facilities, while prohibiting certain facilities in zones deemed unsuitable locations for facilities.
-

COUNCIL COMMITTEE/STUDY SESSION: 02/05/24

MEETING/STUDY SESSION DATE: 2/5/2024

COMMITTEE RECOMMENDATION: Special Study Session

STAFF RECOMMENDATIONS/MOTION:

Move to adopt Ordinance No. 2878 as proposed.

ORDINANCE NO. 2878
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE ZONING CODE TO ADDRESS ESSENTIAL PUBLIC FACILITIES USES AND SITING CRITERIA AND AMENDING THE SUMNER MUNICIPAL CODE SECTIONS 18.04, 18.10, 18.12, 18.14, 18.16, AND 18.18; AND ADDING NEW CHAPTER 18.35.

WHEREAS, per RCW 26.70A.200(1)(a), Washington cities and counties planning under the Growth Management Act shall include a process for identifying and siting essential public facilities; and

WHEREAS, per RCW 26.70A.200(1)(a), essential public facilities include those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, regional transit authority facilities as defined in RCW 81.112.020, state and local correctional facilities, solid waste handling facilities, opioid treatment programs including both mobile and fixed-site medication units, recovery residences, harm reduction programs excluding safe injection sites, and inpatient facilities including substance use disorder treatment facilities, mental health facilities, group homes, community facilities as defined in RCW 72.05.020, and secure community transition facilities as defined in RCW 71.09.020; and

WHEREAS, under RCW 27.70A.200(5) no local comprehensive plan or development regulation may preclude the siting of essential public facilities; and

WHEREAS, the Washington State Legislature adopted Engrossed Substitute Senate House Bill (ESSHB) 5536 in 2023, which amended the state definition of essential public facilities to include opioid treatment programs (including both mobile and fixed-site medication units), recovery residences, and harm reduction programs (excluding safe injection sites); and

WHEREAS, in 2020, in support of the goals of the Community Behavioral Health Services Act (RCW 71.24) the Washington State Department of Commerce developed a Model Ordinance for cities and counties to use in siting community-based behavioral health facilities; and

WHEREAS, the Washington State Legislature adopted House Bill (HB) 5235 in 2021 which states that jurisdictions may not regulate or limit the number of unrelated persons that occupy a household (except for any occupant limits on group living arrangements regulated under state law, short-term rentals, or occupant load per square foot in building code); and

WHEREAS, under the Federal Fair Housing Act Amendments, no jurisdiction may enact or maintain a policy or regulation that treats residential structures occupied by persons with handicaps differently than a similar residential structure occupied by a family or other unrelated individuals; and

WHEREAS, the Countywide Planning Policies for Pierce County specify criteria that local comprehensive plan policies for essential public facilities shall be based upon; and

WHEREAS, the City of Sumner Comprehensive Plan includes a goal to “allow for the appropriate siting of essential public capital facilities of a Statewide or Countywide nature” and policies regarding essential public facility siting; and

WHEREAS, on October 18, 2023, the City issued a Determination of Non-Significance consistent with the State Environmental Policy Act; and

WHEREAS, the Planning Commission held a duly-advertised public hearing on November 2, 2023 on the proposed amendments, followed by questions and discussion; and

WHEREAS, on November 2, 2023 the Planning Commission voted by a 6-1 vote to recommend adoption by the City Council of the proposed amendments to the Sumner Municipal Code; and

WHEREAS, this proposal was forwarded to the Washington State Department of Commerce for the Expedited 15-day State review per the Growth Management Act on October 4, 2023; and

WHEREAS, the City Council has found the proposed amendments to be consistent with the Comprehensive Plan and the Sumner Municipal Code criteria for Zoning Code amendments.

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

Section 1. Amended Section. That Sumner Municipal Code 18.04.0070, “Adult Family Home,” is hereby amended to read as follows:

“18.04.0070 Adult Family Home”

“Adult Family Home” means a regular family abode of a person or persons who are providing personal care, room, and board to more than one, but not more than ~~four~~ six, adults who are not related by blood or marriage to the person or persons providing the services; except that a maximum of ~~six~~ eight adults may be permitted if the Department of Social and Health Services determines that the home is of adequate size and that the home and provider are capable of meeting the standards and qualifications established in chapter 70.128 RCW.

Section 2. That Sumner Municipal Code chapter 18.04, “Definitions,” is hereby amended to include a new definition “Behavioral Health Facility, Inpatient” as follows:

“18.04.0166 Behavioral Health Facility, Inpatient”

“Behavioral Health Facility, Inpatient” means an inpatient facility licensed and regulated by the State of Washington, staffed to provide on-site care and that is not a hospital or

group home. Such facilities may include fixed-site opioid treatment programs, harm reduction programs, substance use disorder treatment facilities, mental health facilities, and enhanced services facilities. Behavioral health facilities, inpatient are deemed to be essential public facilities.

Section 3. That Sumner Municipal Code chapter 18.04, “Definitions,” is hereby amended to include a new definition “Behavioral Health Facility, Outpatient” to read as follows:

“18.04.0167 Behavioral Health Facility, Outpatient”

“Behavioral Health Facility, Outpatient” means an outpatient facility licensed and regulated by the State of Washington, staffed to provide on-site care and that is not a hospital or medical office. Such facilities may include fixed-site opioid treatment programs, harm reduction programs, substance use disorder facilities, and mental health treatment facilities. Behavioral health facilities, outpatient are deemed to be essential public facilities.

Section 4. That Sumner Municipal Code chapter 18.04, “Definitions,” is hereby amended to include a new definition “Community Facility” to read as follows:

“18.04.0261 Community Facility”

“Community Facility” means a group care facility operated for the care of juveniles committed to the department under RCW 13.40.185. A county detention facility that houses juveniles committed to the department under RCW 13.40.185 pursuant to a contract with the department is not a community facility.

Section 5. Amended Section. That Sumner Municipal Code 18.04.0280 “Congregate Residence,” is hereby amended to read as follows:

“18.04.0280 Congregate Residence”

“Congregate Residence” means any building or portion thereof which contains facilities for living, sleeping, and sanitation, and may include facilities for eating and cooking, for occupancy by other than a family. A congregate residence may be a shelter, convent, monastery, dormitory, fraternity, or sorority house, but does not include jails, hospitals, nursing homes, hotels, ~~or~~ lodging houses, or group homes. Congregate residences are not essential public facilities.

Section 6. That Sumner Municipal Code chapter 18.04, “Definitions,” is hereby amended to include a new definition “Enhanced Services Facility” to read as follows:

“18.04.0364.2 Enhanced Services Facility”

“Enhanced Services Facility” means licensed residential facilities with up to 16 beds that will provide community placement options for individuals whose personal care and behavioral challenges do not rise to a level that requires an institutional setting. Rather than unnecessary and extended stays at state hospitals, patients who have been assessed as stable and ready for discharge can be referred to an ESF.

Section 7. That Sumner Municipal Code chapter 18.04, “Definitions,” is hereby amended to include a new definition “Essential Public Facility” to read as follows:

“18.04.0364.3 Essential Public Facility”

“Essential Public Facility” means a facility that is typically difficult to site including facilities such as airports, state educational facilities, state or regional transportation facilities, state and local correctional facilities, solid waste handling facilities, treatment programs (including both mobile and fixed-site medication units), harm reduction programs excluding safe injection sites, substance use disorder treatment facilities, mental health facilities, group homes, recovery residences, community facilities, and secure community transition facilities.

Section 8. Amended Section. That Sumner Municipal Code 18.04.0375, “Family,” is hereby amended to read as follows:

“18.04.0375 Family”

“Family” means an individual, or two or more persons related by blood or marriage, or adoption; or For the purposes of this title, “family” includes a group of not more than five persons who are not related by blood, marriage, or adoption, but who are living and sharing kitchen facilities together as a single housekeeping unit. (Six or more unrelated persons living together constitutes a “Group residence.” See “Group residence.”)

Section 9. Amended Section. That Sumner Municipal Code 18.04.0455 Group Residence is hereby amended to read as follows:

~~“Group residence” means any residence where six or more unrelated persons live together in a dwelling unit, or an institution where any number of unrelated persons are provided medical or psychological treatment or care as a primary function. For the purpose of this definition, any number of related family members shall be counted as one person. (A group of not more than five unrelated persons living together constitutes a “family.”; See “Family.”) Separate requirements are adopted for the following subcategories of group living situations:~~

~~A. “Group home” means any dwelling unit used as a home for six to 14 unrelated persons. Incidental medical or psychological treatment, supervision, training or other support services may be provided to members of the household. Supervision may be provided by a resident or nonresident.~~

~~B. “Institution” means any federally, state or locally approved dwelling used as a home for any number of unrelated persons where medical or psychological treatment or care is provided to residents and/or nonresidents as a primary function.~~

~~C. “Large group home” means any dwelling unit used as a home for 15 or more unrelated persons. Incidental medical or psychological treatment, supervision, training or other support services may be provided to members of the household. Supervision may be provided by residents or nonresidents.~~

“Group home” means a residential dwelling used as a home for unrelated persons to whom medical or psychological treatment, supervision, training, or other support services may be provided. Supervision may be provided by a resident or nonresident. Group homes may include adult family homes and recovery residences, and include:

“Group home, small” includes group homes with up to eight residents.
“Group home, large” includes group homes with nine or more residents.

Group home does not include dwellings in a federally, state or locally approved “institution” (see “Behavioral Health Facility, Inpatient”).

Section 10. Removed Section. That Sumner Municipal Code 18.04.0480, “Halfway House” is hereby removed.

Section 11. That Sumner Municipal Code chapter 18.04, “Definitions,” is hereby amended to include a new definition “Harm Reduction Program” to read as follows:

“18.04.0481 Harm Reduction Program”

“Harm Reduction Program” means a program that emphasizes working directly with people who use drugs to prevent overdose and infectious disease transmission, improve the physical, mental, and social well-being of those served, and offer low threshold options for accessing substance use disorder treatment and other services.

Section 12. That Sumner Municipal Code chapter 18.04, “Definitions,” is hereby amended to include a new definition “Less Restrictive Alternative” to read as follows:

“18.04.0538 Less Restrictive Alternative”

“Less Restrictive Alternative” means court-ordered treatment in a setting less restrictive than total confinement which satisfies the conditions set forth in RCW 71.09.092. A less restrictive alternative may not include placement in the community protection program as pursuant to RCW 71A.12.230.

Section 13. That Sumner Municipal Code chapter 18.04, “Definitions,” is hereby amended to include a new definition “Mental Health Facility” to read as follows:

“18.04.0678 Mental Health Facility”

See “Behavioral Health Facility, Inpatient” and “Behavioral Health Facility, Outpatient.”

Section 14. That Sumner Municipal Code chapter 18.04, “Definitions,” is hereby amended to include a new definition “Opioid Treatment Program” to read as follows:

“18.04.0761 Opioid Treatment Program”

“Opioid Treatment Program” means a program that (a) engages in the treatment of opioid use disorder with medications approved by the United States food and drug administration for the treatment of opioid use disorder and reversal of opioid overdose, including methadone; and (b) provides a comprehensive range of medical and rehabilitative services.

Section 15. That Sumner Municipal Code chapter 18.04, “Definitions,” is hereby amended to include a new definition “Opioid Treatment Program. Mobile Unit” to read as follows:

“18.04.0762 Opioid Treatment Program, Mobile Unit”

“Opioid Treatment Program, Mobile Unit” means a mobile medication unit established as an extension of an existing licensed opioid treatment program. The mobile unit must be a vehicle, lawfully used on public streets, roads, or highways with more than three wheels in contact with the ground, from which behavioral health services are provided at a nonpermanent location(s).

Section 16. That Sumner Municipal Code chapter 18.04, “Definitions,” is hereby amended to include a new definition “Recovery Residence” to read as follows:

“18.04.0851 Recovery Residence”

“Recovery Residence” means a home-like environment that promotes healthy recovery from a substance use disorder and supports persons recovering from a substance use disorder through the use of peer-recovery support. A recovery residence is considered a type of group home.

Section 17. That Sumner Municipal Code chapter 18.04, “Definitions,” is hereby amended to include a new definition “Risk Potential Activity” to read as follows:

“18.04.0906 Risk Potential Activity”

“Risk Potential Activity” means an activity or facility that provides a higher incidence of risk to the public from persons conditionally released from the special commitment center. Risk potential activities and facilities include: Public and private schools, school bus stops, licensed day care and licensed preschool facilities, public parks, publicly dedicated trails, sports fields, playgrounds, recreational and community centers, churches, synagogues, temples, mosques, public libraries, public and private youth camps, and others identified by the Washington State Department of Social and Health Services following the hearings on a potential site required in RCW 71.09.315. “School bus stops” does not include bus stops established primarily for public transit.

Section 18. That Sumner Municipal Code chapter 18.04, “Definitions,” is hereby amended to include a new definition “Secure Community Transition Facility” to read as follows:

“18.04.0925.1 Secure Community Transition Facility”

“Secure Community Transition Facility” means a residential facility for persons civilly committed and conditionally released to a less restrictive alternative. A secure community transition facility has supervision and security, and either provides or ensures the provision of sex offender treatment services. Secure community transition facilities include any community-based facilities established under Chapter 71.09 RCW.

Section 19. That Sumner Municipal Code chapter 18.04, “Definitions,” is hereby amended to include a new definition “Substance Use Disorder Treatment Facility” to read as follows:

“18.04.1001 Substance Use Disorder Treatment Facility”

“Substance Use Disorder Treatment Facility” means a facility that provides care to individuals, typically on a voluntary basis, with a diagnosis of a substance use disorder.

Section 20. Amended Section. That Sumner Municipal Code 18.10 “Residential Protection District (RP),” 18.10.020 “Principal Uses,” is hereby amended to read as follows:

“18.10.020 Principal uses.”

Permitted principal uses in the RP district are as follows:

A. ~~Adult family homes~~ Small group homes;
[...]

Section 21. Amended Section. That Sumner Municipal Code 18.12 “Low Density Residential District (LDR-4, LDR-6, LDR-7.2, LDR-8.5, LDR-12),” 18.12.020 “Principal Uses,” is hereby amended to read as follows:

“18.12.020 Principal uses.”

The following uses are permitted outright by right in the LDR district:

A. ~~Adult family homes~~ Small group homes;
[...]

Section 22. Amended Section. That Sumner Municipal Code 18.12 “Low Density Residential District (LDR-4, LDR-6, LDR-7.2, LDR-8.5, LDR-12),” 18.12.040 “Conditional Uses,” is hereby amended to read as follows:

“18.12.040 Conditional uses.”

The following uses in the LDR district require a conditional use permit or, where specifically required, a planned residential development approval from the city:

[...]

U. Behavioral health facility, inpatient;
V. Opioid treatment program, mobile unit;
W. Essential public facilities not otherwise listed above.

Section 23. Amended Section. That Sumner Municipal Code 18.14 “Medium and High Density Residential Districts (MDR, HDR),” 18.14.020 “Principal Permitted Uses,” is hereby amended to read as follows:

“18.14.020 Principal permitted uses.”

The following uses are permitted in all MDR and HDR districts unless otherwise specified:

[...]

C. ~~Adult family homes~~ Small or large group homes;

[...]

Section 24. Amended Section. That Sumner Municipal Code 18.14 “Medium and High Density Residential Districts (MDR, HDR),” 18.14.040 “Conditional Uses,” is hereby amended to read as follows:

“18.14.040 Conditional uses.”

The following uses are conditionally permitted uses in all MDR and HDR districts unless otherwise specified. A conditional use permit or a planned residential development approval, where specifically required, shall be in full force and effect in order to establish the uses:

[...]

AA. Behavioral health facility, inpatient;

AB. Opioid treatment program, mobile unit;

AC. Essential public facilities not otherwise listed above.

Section 25. Amended Section. That Sumner Municipal Code 18.16 “Commercial Districts (NC, GC, IC),” 18.16.020 “Principal and Conditional Uses,” is hereby amended to read as follows:

“18.16.020 Principal and conditional uses.”

The following table details permitted and conditionally permitted uses in the commercial districts. Where a “P” is indicated, the respective use in the same row is permitted in the zone classification in the same column. Where a “CUP” is indicated, the respective use in the same row is conditionally permitted in the zone classification in the same column. A conditional use permit shall be required and in full force and effect in order to establish the conditional uses. Where a “PRD” is indicated, the respective use in the same row is permitted through a planned residential development. A planned residential development shall be required and in full force and effect in order to establish the use.

		NC	GC	IC
1.	Accessory parks and recreation facilities for use by on-site employees or residents	P	P	P
	[...]			
XX	<u>Behavioral health facility, inpatient</u>	<u>CUP</u>	<u>CUP</u>	=
XX	<u>Behavioral health facility, outpatient</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>
XX	<u>Opioid treatment program, mobile unit</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>
XX	<u>Group home, large</u>	P	P	=
XX	<u>Secure community transition facility</u>	=	<u>CUP</u>	<u>CUP</u>
XX.	<u>Essential public facilities not otherwise listed above.</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>

Section 26. Amended Section. That Sumner Municipal Code 18.18 “Manufacturing Districts (M-1, M-2),” 18.18.020 “Principal, Administrative, and Conditional Uses,” is hereby amended to read as follows:

“18.18.020 Principal, administrative, and conditional uses.”

A. The following table details permitted and conditionally permitted uses in the manufacturing districts. Where a “P” is indicated, the respective use in the same row is permitted in the zone classifications in the same column. Where an “A” is indicated or SMC 18.48.020(B) applies, the respective use in the same row is allowed through an administrative use permit. An administrative use permit shall be required and in full force and effect in order to establish said administrative uses. Where a “CUP” is indicated, the respective use in the same row is conditionally permitted in the zone classification in the same column. A conditional use permit shall be required and in full force and effect in order to establish said conditional uses. Where “--” is indicated, the respective use is not allowed. Where a “1” or “2” is indicated, there are different or supplemental regulations for that particular use within the Sumner manufacturing/industrial core overlay (MICO) pursuant to the notes at the bottom of this table.

		M-1	M-2	MICO (M-1/M-2)
1.	Accessory parks and recreation facilities for use by on-site employees	P	P	P
	[...]			
64.	General commercial uses which are not otherwise listed above	P	P	P
	[...]			
XX	<u>Opioid treatment program, mobile unit</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>
XX	<u>Essential public facilities not otherwise listed above.</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>

Section 27. Amended Section. That Sumner Municipal Code 18.29 “Town Center Code,” 18.29.030 “Principal uses,” is hereby amended to read as follows:

Permitted uses in the Town Center districts are as follows:
[...]

X. Large group homes.

Section 28. Amended Section. That Sumner Municipal Code 18.29 “Town Center Code,” 18.29.040 “Conditional uses,” is hereby amended to read as follows:

Conditional uses allowed in the town center districts are as follows:
[...]

- Q. Behavioral health facility, inpatient.
- R. Behavioral health facility, outpatient
- S. Opioid treatment program, mobile unit.
- T. Secure community transition facility.
- U. Essential public facilities not otherwise listed above.

[...]

Section 29. Amended Section. That Sumner Municipal Code 18.30 “East Sumner Urban Village Overlay District (ESUV),” 18.30.030 “Principal and conditional uses,” is hereby amended to read as follows:

A. Residential Districts. Permitted principal, accessory, and conditional uses in the ESUV shall be the same as those specified in the underlying zoning districts for the LDR, MDR, and HDR districts...

[...]

B. Commercial uses. Those uses listed below shall govern the uses permitted and conditionally permitted where the base designations GC and NC are combined with the ESUV overlay district.

[...]

		NC/ESUV	GC/ESUV
50.	Transitional housing	CUP	CUP
	[...]		
<u>51.</u>	<u>Behavioral health facility, inpatient</u>	<u>CUP</u>	<u>CUP</u>
<u>52.</u>	<u>Behavioral health facility, outpatient</u>	<u>CUP</u>	<u>CUP</u>
<u>53.</u>	<u>Opioid treatment program, mobile unit</u>	<u>CUP</u>	<u>CUP</u>
<u>54.</u>	<u>Group home, large</u>	<u>P</u>	<u>P</u>
<u>55.</u>	<u>Secure community transition facility</u>	<u>=</u>	<u>CUP</u>
<u>56.</u>	<u>Essential public facilities not otherwise listed above.</u>	<u>CUP</u>	<u>CUP</u>

Section 30. New Section. That Sumner Municipal Code Title 18 “Zoning,” is hereby amended with a new chapter 18.35 “Essential Public Facilities and Behavioral Health Facilities” to read as follows:

“18.35 Essential Public Facilities and Behavioral Health Facilities”

“18.35.010 Siting Criteria for Behavioral Health Facilities”

The following criteria will be considered when siting behavioral health facilities, including inpatient and outpatient facilities and opioid treatment mobile units:

1. Proximity and/or access to social services, transportation and other services to meet the needs of patients and support facility operations.

2. Prior to application, applicant should submit an Operations Plan that addresses the following:

- a. Facility point of contact (email, phone)
- b. Process for communicating with neighboring residents and businesses
- c. Policies and procedures to address neighborhood concerns
- d. Number of residents and expected length of stay
- e. Facility rules and regulations
- f. Staffing plans (number and shifts)
- g. Onsite parking plan and anticipated response calls
- h. Safety and discharge plan

3. Proposed development shall be licensed by the appropriate state authority and subject to their building requirements.

4. The proposed development shall:

- a. Be consistent with the purpose of the zoning district in which it is located;
- b. Provide a landscaping plan which shall provide an aesthetic buffer adjacent to residential uses;
- c. Make adequate provisions for drainage, vehicular, and pedestrian access (including emergency vehicle access), water, sewer, recreational areas, and any other relevant features necessary to serve the public interest; and
- d. If sited in a residential area, the facility should be compatible with any bulk, scale, or design standards in the established zone.

5. Opioid Treatment Program Use Specific Additional Provisions

- a. Opioid Treatment Programs must be licensed by the State of Washington and follow the licensing and certification process directed by RCW 71.24.290, which includes the following:
 - i. Submitting a completed behavioral health agency licensing application, a community relations plan, and fee.
 - ii. Submitting policies and procedures demonstrating compliance with chapter 246-341 WAC for review and approval.
 - iii. Obtaining drug/controlled substance registration from the Pharmacy Quality Assurance Commission.
 - iv. Obtaining accreditation from a federally recognized accrediting organization.
 - v. Obtaining approval from the federal Substance Abuse and Mental Health Administration (SAMHSA) and the federal Drug Enforcement Administration (DEA).
- b. The City may require conditional use permits with reasonable conditions for siting of opioid treatment programs only to the extent that such reasonable conditional use requirements applied to opioid treatment programs are similarly applied to other essential public facilities and health care settings.

- c. The City of Sumner may not impose a maximum capacity for an opioid treatment program.

6. Opioid Treatment Program (OTP) Mobile Units Specific Additional Provisions

- a. A mobile unit must be an extension of an existing, licensed opioid treatment program.
- b. Before operating a mobile unit, an established OTP must complete the following steps (in the order they appear below):
 - i. Obtain a drug/controlled substance registration from the Pharmacy Quality Assurance Commission.
 - ii. Obtain approval from the Drug Enforcement Agency (DEA).
 - iii. Submit a BHA Mobile Unit Notification form and a copy of the DEA approval for the mobile unit to Department of Health.
 - iv. Obtain approval from the State Opioid Treatment Authority (SOTA).
 - v. Obtain approval from the Substance Abuse and Mental Health Services Administration.
- c. The mobile unit may only provide services for which the OTP is currently certified to provide. If the mobile unit will be providing additional services, those must be added to the BHA license before the mobile unit will be approved.

“18.35.020 Siting Criteria for Essential Public Facilities”

The following Development and Operating Conditions shall be established for Essential Public Facilities, Small group homes (with eight or fewer residents) are exempt from the siting criteria. Large group homes (greater than eight residents) are exempt from the siting criteria only when located in MDR or HDR zones.

- 1. Documentation of Need – The applicant or project sponsor must demonstrate the need for the proposed EPFs. Included in the analysis of need should be the projected service population, an inventory of existing and planned comparable facilities and projected demand for this type of essential public facility.
- 2. Consistency with Applicant’s Plans - The proposed project should be consistent with the applicant’s own long-range plans for facilities and operations.
- 3. Consistency with Other Plans – The proposal must demonstrate the relationship of the project to local, regional and state plans. The proposal should be consistent with the comprehensive plan and other adopted City plans. In evaluating this consistency, consideration shall be given to urban growth area designations and critical area designations, population and employment holding capacities and targets, and the land use, capital facilities, transportation, housing, and utilities elements of these adopted plans.
- 4. Relationship of Service Area to Population – With the exception of linear transmission facilities, the facility’s service area population should include a significant share of Sumner’s population, and the proposed site should be able to reasonably serve its overall service area population.

5. Minimum Site Requirements – Sponsors shall submit documentation showing the minimum siting requirements for the proposed facility. Site requirements shall be determined by the following factors: minimum size of the facility, access and transportation needs, support facilities, topography, geology, and mitigation needs. The applicant or sponsor shall also identify future expansion needs of the facility.
6. Alternative Site Selection – The applicant or project sponsor shall search for and investigate two (2) alternative sites before submitting a proposal for siting review. The proposal shall indicate whether any alternative sites have been identified that meet the minimum site requirements of the facility. The applicant’s site selection methodology will also be reviewed. Where a proposal involves expansion of an existing facility, the documentation shall indicate why relocation of the facility to another site would be infeasible.
7. Distribution of Essential Public Facilities – In evaluating a proposal, the City shall examine the overall distribution of essential public facilities within greater Pierce County and within the city, to avoid placing an undue burden on any one city and any one neighborhood within the city.
8. Public Participation – The applicant or sponsor shall provide for local public participation in the development of the proposal, including mitigation measures. Sponsors shall conduct local outreach efforts with early notification to prospective neighbors to inform them about the project and to engage local residents in site planning and mitigation design prior to the initiation of formal hearings. The sponsor’s efforts in this regard shall be evaluated.
9. Consistency with Local Land Use Regulations – The proposed facility shall conform to the City’s land use and zoning regulations that are consistent with the applicable county-wide planning policies. Compliance with other applicable local regulations shall also be required.
10. Compatibility with Surrounding Land Uses – The project documentation shall demonstrate that the site, as developed for the proposed project, will be compatible with surrounding land uses.
11. Proposed Impact Mitigation – The proposal shall include adequate and appropriate mitigation measures for the impacted area(s) and community(ies). Mitigation measures may include, but are not limited to, natural features that will be preserved or created to serve as buffers, other site design elements used in the development plan, and/or operational or other programmatic measures contained in the proposal. The proposed measures shall be adequate to substantially reduce or compensate for anticipated adverse impacts on the local environment.
12. Additional Siting Criteria for Secure Community Transition Facilities.

- a. In no case shall a secure community transition facility (SCTF) be sited adjacent to, immediately across a street or parking lot from, or within the line-of-sight of risk potential activities or facilities in existence at the time a site is listed for consideration. Line-of-sight has been estimated to be six hundred (600) feet from a risk potential activity or facility, which distance has been determined to be the maximum distance at which it is possible to reasonably visually distinguish and recognize individuals. Through the conditional use process, line-of-sight may be considered to be less than six hundred (600) feet if the applicant can demonstrate that visual barriers exist or can be created which would reduce the line-of-sight to less than six hundred (600) feet.
- b. The site or building shall meet all of the security requirements of RCW 71.09.285.
- c. No SCTF may be located within six hundred (600) feet of any residentially zoned property.

Section 31. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 32. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 33. Effective Date. This ordinance shall become effective five (5) days 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 _____ day of 2024.

Mayor Kathy Hayden

Attest:

Approved as to form:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading:

Date Adopted:

Date of Publication:

Effective Date:



DATE: January 25, 2024
TO: Mayor Hayden and City Council
FROM: Ann Siegenthaler, Senior Planner and BERK Consulting
RE: **Zoning Code Text Amendment – Essential Public Facilities**

I. BACKGROUND / WHY THE AMENDMENTS ARE BEING PROPOSED

The State Growth Management Act requires local Comprehensive Plans to include a process for identifying and siting essential public facilities. The proposed code amendments address two types of facilities: Essential Public Facilities and Behavioral Health Facilities.

Essential Public Facilities

Essential Public Facilities (EPFs) are public facilities that are typically difficult to site. These include facilities such as airports, regional transportation facilities, correctional facilities, solid waste handling facilities, mental health facilities, group homes, and secure community transition facilities (sex offender treatment). New legislation (ESSB 5536) in 2023 adds a requirement to include opioid treatment programs, recovery residences, and harm reduction programs (excluding safe injection sites) to the list of EPFs. Also, State laws limit local control of EPFs, by requiring the following:

- Jurisdictions may not impose a maximum capacity on opioid treatment programs.
- Jurisdictions may require a Conditional Use Permit with reasonable conditions for the siting of opioid treatment programs only to the extent that such reasonable conditional use requirements are similarly applied to other essential public facilities and health care.
- No local comprehensive plan or development regulation may preclude the siting of essential public facilities.

Behavioral Health Facilities

Behavioral Health Facilities (BHF) is a broad category of treatment facilities, most of which are also Essential Public Facilities. In 2020, under ESSB 6168 and in support of the goals of the Community Behavioral Health Services Act (RCW 71.24), the State Legislature directed the Department of Commerce to develop a Model Ordinance for cities and counties to use in siting community-based behavioral health facilities. These facilities are designed to assist people experiencing mental illness and/or a substance use disorder in a residential setting.

The City of Sumner currently does not have code in place addressing EPFs or BHF. Staff recommends adopting the new code now to have it in place before any new facilities are proposed within Sumner. Otherwise, the EPF/BHF code would not be adopted until completion of the Comprehensive Plan Update in December 2024.

II. DESCRIPTION OF PROPOSAL

The Ordinance covers the following main topics:

A. Definitions.

The Ordinance includes amended, new, and deleted definitions for EPFs and BHF (SMC 18.04):

- New definitions are added for a variety of State-defined EPFs and BHF.
- Existing definitions for Adult Family Home, Group Residence/Home, Congregate Care are updated,

- since these are considered BHF's, and definitions need to reflect new laws.
- The definition of Family is updated to be consistent with recent State law.

Proposed amendments to Definitions are consistent with state legislation and with Department of Commerce's Behavioral Health Facilities Model Ordinance, and are intended to improve clarity. The proposed ordinance includes both in-patient and outpatient Behavioral Health Facility provisions to ensure that a spectrum of facilities are allowed within Sumner to meet community need and comply with State law. Some facilities, such as Group Homes and Adult Family Homes, are considered types of EPFs. However, the definitions are not clear, the code needs to list them as land uses in the zoning tables, and some currently have no approval criteria. Note that most of the definitions do not include a size or scale (e.g. number of patients or residents). This matches required State definitions which do not specify a cap, presumably, to accommodate a variety of future agency needs. Siting criteria (see below) will address facility-specific impacts.

B. Land Uses and Zoning.

The ordinance adds specific types of EPFs and BHF's to the list of permitted/conditionally permitted uses in Sumner's zoning districts (SMC Title 18). The following new land uses are proposed:

- Behavioral Health Facility, Inpatient
- Behavioral Health Facility, Outpatient
- Opioid Treatment Program, Mobile Unit
- Small Group Home
- Large Group Home
- Secure Community Transition Facility
- Other Essential Public Facilities (e.g. regional facility like a correction center).

State law allows some flexibility for the City to set location limits. Determining the appropriate zones for each type of facility involves consideration of several factors. Some zoning districts do not provide the level of connections to community services, such as medical providers or commercial services, that most facilities need. Some facilities, like small group homes, can fit well into single family zones as almost indistinguishable from surrounding residences. Also, most outpatient facilities function more like medical offices than residential facilities, and should not be allowed in residential zones. Based on such factors, the ordinance directs EPFs and BHF's to appropriate zones based on the size and nature of the facility and where more services are available as needed for the type of facility.

Group Homes. State law and case law require that group homes be treated like similar residential structures in similar zones, and prohibit limits on the number of unrelated persons that occupy a household. To address these laws, the occupancy limits for group homes are proposed to slightly increase. Occupancy limits would be consistent with the Fair Housing Act, Washington Building Code and other laws.

C. Permitting

The City has options for the type of permit process applied to these facilities, so long as the facilities are reasonably accommodated. One option is to permit EPF/BHF through an administrative review with public notice but no public hearing, which streamlines the process for agencies proposing needed facilities. Instead, the proposed ordinance requires all EPF/BHF to go through a Conditional Use Permit (CUP) process. This process requires public notice and a public hearing with the Hearing Examiner, which allows for community input. Group homes are treated differently. Small group homes would be outright permitted in single-family zones while large group homes would be permitted in multifamily zones. This is consistent with the Fair Housing Act requirements to treat these facilities similar to other residential facilities.

D. Siting Criteria.

The ordinance adds new sections to address facility siting:
 SMC 18.33.010 – Siting Criteria for Behavioral Health Facilities and
 SMC 18.33.020 – Siting Criteria for Essential Public Facilities.

The siting criteria for BHF's follows the State Commerce Department's Behavioral Health Model Ordinance. The siting criteria for EPFs and additional criteria for Secure Community Transition Facilities (SCTFs) are modeled from the City of Lakewood's siting process (Lakewood Municipal Code 18A.40.060). These criteria are also consistent with the adopted Countywide Planning Policies. An alternative to the recommended criteria would be to remove any siting criteria, and allow the proposing agency the flexibility to determine the best site and operations matched to the services they provide. Instead, the proposed Sumner ordinance establishes siting criteria that are reasonable

but give more local control over potential impacts. Below is a summary of the proposed siting criteria.

Siting Criteria for Behavioral Health Facilities:

- a. Proximity to social services and other services to meet the needs of residents and support facility operations.
- b. Operations Plan
- c. Proposed development shall be licensed by appropriate State authority and subject to their building requirements.
- d. Consistency with zoning district.
- e. Opioid Treatment Program Use Specific Provisions (may require a CUP as long as it is similarly applied to other facilities, may not impose a maximum capacity).
- f. Opioid Treatment Program (OTP) Mobile Unit – Use Specific Provisions (follow licensing steps, may only provide mobile unit services associated with fixed-location licensed OTP).

Siting Criteria for Essential Public Facilities:

- a. Documentation of Need
- b. Consistency with Applicant's Plans
- c. Consistency with Other Plans
- d. Relationship of Service Area to Population
- e. Minimum Site Requirements
- f. Alternative Site Selection
- g. Distribution of Essential Public Facilities
- h. Public Participation
- i. Consistency with Local Land Use Regulations
- j. Compatibility with Surrounding Land Uses
- k. Proposed Impact Mitigation
- l. Secure Community Transition Facilities – Additional Use Specific Siting Criteria.

Group homes: While group homes are considered an essential public facility, the recommendation is to exempt group homes from siting criteria. This is because group homes are often similar in scale and character as other residential uses, and siting criteria may conflict with fair housing law (see analysis below).

III. ANALYSIS

The ordinance is consistent with State legislation, State and local guidelines, and the Sumner Comprehensive Plan, as discussed below.

A. State Legislation.

The ordinance is in response to and meets new state requirements passed in ESSB 5536, includes the newly added EPFs as land uses in the zoning use table, and provides a definition consistent with the legislation.

The ordinance meets the use-specific requirements laid out in ESSB 5536 for opioid treatment programs by including the following use-specific provisions in the siting criteria:

- a. The City may require conditional use permits with reasonable conditions for siting of opioid treatment programs only to the extent that such reasonable conditional use requirements applied to opioid treatment programs are similarly applied to other essential public facilities and health care settings (RCW 71.24.590(1)(b)).
- b. The City may not impose a maximum capacity for an opioid treatment program (RCW 71.24.590(2)).

The ordinance meets the State requirement that jurisdictions may not preclude the siting of an EPF and must have a process for siting EPFs, by including the new code sections SMC 18.33.010 (Siting Criteria for Behavioral Health Facilities) and SMC 18.33.020 (Siting Criteria for Essential Public Facilities) and by listing specific types of EPFs as land uses in the use table and allow them in appropriate zones across Sumner.

The ordinance updates Sumner Municipal Code (SMC) definitions to be consistent with State definitions for EPFs, such as those regional facilities defined in RCW 47.06.140, regional transit authority facilities as defined in RCW 81.112.020, correctional facilities, solid waste handling facilities, opioid treatment programs including both mobile and fixed-site medication units, recovery residences,

harm reduction programs excluding safe injection sites, and inpatient facilities including substance use disorder treatment facilities, mental health facilities, group homes, community facilities as defined in RCW 72.05.020 and secure community transition facilities as defined in RCW 71.09.020. The ordinance also addresses RCW 36.70A.200(1)(a) requirements to include opioid treatment programs (including both mobile and fixed-site medication units), recovery residences, and harm reduction programs (excluding safe injection sites) to the list of EPFs.

B. Department of Commerce Behavioral Health Model Ordinance.

Following State legislation ESSB 6168 and the Community Behavioral Health Services Act (RCW 71.24), the Department of Commerce developed a Behavioral Health Model Ordinance to guide local jurisdictions. The proposed Sumner ordinance is consistent with the Behavioral Health Model Ordinance, specifically related to the zones that the proposed EPFs and Behavioral Health Facilities are allowed in and the proposed siting criteria for Behavioral Health Facilities.

The guidance in the Behavioral Health Model Ordinance identifies very low-density residential zones, industrial zones, and isolated areas as not being appropriate for Behavioral Health Facilities due to building size requirements and the need for proximity to other services. Accordingly, Behavioral Health Facilities are not proposed to be allowed in Sumner's Resource Protection District, Residential-Protection District, Interchange Commercial District, and Manufacturing Districts.

Additionally, the Model Ordinance guidance recommends requiring an applicant to submit an Operations Plan to the local jurisdiction prior to application for a new Behavioral Health Facility. The Sumner ordinance includes this provision (and all components of the Operations Plan as identified in the Model Ordinance) in the proposed new code section SMC 18.33.010 (Siting Criteria for Behavioral Health Facilities).

The Model Ordinance also identifies criteria that Behavioral Health Facilities shall be subject to, including the facility being licensed by the appropriate State authority and considerations to fit in with the surrounding area and to minimize any impacts. These criteria are included in the proposed new code section SMC 18.33.010 (Siting Criteria for Behavioral Health Facilities).

C. Group Homes.

Group homes are listed as EPFs in RCW 36.70A. Sumner's existing code includes definitions for different kinds of group homes/residences but does not list them as land uses in the use tables. Further, some group homes may be relatively large facilities but currently have no approval criteria. In addition, there are several Federal and State limits on how a city may treat a group home (and adult homes). Generally:

- Under the Federal Fair Housing Act Amendments, no jurisdiction may treat residential structures occupied by persons with handicaps differently than a similar residential structure.
- Case law prevents a city from limiting the number of unrelated persons who could live together in a dwelling (e.g. *City of Edmonds v. Oxford House, Inc.*) in a single-family zone.
- HB 5235 (2021) states that jurisdictions may not limit the number of unrelated persons that occupy a household (with few exceptions).

To address these requirements, the ordinance would add Group Homes (including Adult Family Homes) to the allowable list of EPFs. It would also exempt group homes from EPF siting criteria when located in residential zones, as siting criteria may conflict with fair housing law. Also, the current SMC definitions for Group Homes and Adult Family Homes would be updated to be more aligned with Fair Housing Act guidelines to allow care facilities an occupancy similar to similar residential dwellings. Staff also considered guidance from the State Building Code. The Building Code (WAC 51-54A-0202) includes "adult family homes" (up to eight residents) and "care facilities within a dwelling" (up to five residents) in the same category as buildings with two or fewer dwelling units, i.e. same as what is allowed in a Low Density Residential zone. These occupancies between 5-8 residents for small facilities are slightly higher than in current Sumner code. Based on this background, definitions are proposed to be updated:

- Adult Family Home: Change from 4 residents to allow up to 6 residents (or 8 if approved by DSHS); allowed in Low Density Residential.
- Small Group Home: Change from 6-14 residents to allow up to 8 residents only; allowed in Low Density Residential.
- Large Group Home: Change from 15 residents to 9 or more residents. These would not be allowed in Low Density Residential.

With these changes, the ordinance would provide for Group Homes and Adult Family Homes consistent with State law and case law.

D. Countywide Planning Policies.

The Countywide Planning Policies (CPPs) contain policies related to required Comprehensive Plan elements, such as Essential Public Facilities (PCC Ord. No. 2022-29). CPPs direct counties and cities to create their own lists of EPFs, which, at a minimum, should include those facilities defined in State law. The CPPs also direct cities and counties to adopt policies in their comprehensive plans regarding the siting of EPFs. The CPPs also include standards and criteria for EPFs that jurisdictions may include in local policies. EPF policies in the CPPs include the following:

- EPF-1: “Adopt a policy in local comprehensive plan, regarding the siting of essential public capital facilities of a Countywide or statewide nature.”
- EPF-2: “Identify lands useful for public purposes and incorporate such designations in local comprehensive plans.”
- EPF-3: “Incorporate a policy and process in local comprehensive plans to identify and site essential public facilities...”
- EPF 3.2: Which requires “that the state establish a public process by which the residents... of municipalities have a reasonable opportunity to participate in the site selection process.”
- EPF-4: Which describes siting and review criteria such as transportation needs and services, zoning, health and safety, and which calls for addressing the impacts of the facility on surrounding areas.

The proposed ordinance includes all EPFs defined by state law, and contains policies, review processes and siting criteria consistent with the CPPs.

E. Sumner Comprehensive Plan

Sumner’s Comprehensive Plan has general policies related to Essential Public Facilities, Land Use, Human Services, and Housing.

Essential Public Facilities Element. The ordinance is consistent with the Element, through adopting siting criteria in the Sumner Zoning Code, according to the following policies: including the following goal and policies:

- *Goal 1. Allow for the appropriate siting of essential public capital facilities of a statewide or countywide nature.*
- Policy 1.5 Through the zoning ordinance or other implementing ordinances, prepare siting criteria for essential public facilities which are difficult to site.

Land Use Element. The proposal requires facilities to meet the development standards of the underlying zone and other standards, which is consistent with the following:

- *Goal 1. Provide for orderly development within the Sumner community.*
- Policy S1.1 Ensure that appropriate transitions so that more intensive uses do not adversely impact adjacent uses.

Family and Human Services. The Comprehensive Plan contains policies related to providing support services, including the following:

Goal 2. Support human service programs that focus on prevention, education, and families.

- Policy 2.1 Provide human services that directly relate to other City services and programs and facilitate the delivery of services with emphasis on families, prevention and education.
- Policy 2.1.5 Support local efforts to prevent the occurrence of substance abuse.
- *Goal 3. Support programs and services for intervention and treatment.*
- Policy 3.1 Support efforts to provide access and to educate the public about counseling services, domestic violence, suicide, elder care issues, and other resources.

Housing Element. The proposal accommodates in-patient/residential BHF facilities, which are a small

but important component of housing in Sumner. The proposal is consistent with:

- Policy 2.5 Promote fair and equal access to housing for all persons in accordance with state law.

Conclusion: The proposal is consistent with the intent and vision of the City’s Comprehensive Plan in that it furthers goals and policies related to minimizing impacts between uses and establishes reasonable restrictions to ensure that more intense uses do not adversely impact adjacent uses. Further, the ordinance helps protect public health and safety by establishing siting criteria related to location and operations, and by requiring a conditional use permit. The proposed ordinance is consistent with the State Behavioral Health Model Ordinance, and allows for Group Homes and Adult Family Homes consistent with State law and case law. The ordinance also responds to new State ESSB requirements, meets the State requirement that jurisdictions may not preclude the siting of an EPF, and is consistent with State definitions for EPFs. Also, the proposed ordinance contains policies, review processes and siting criteria consistent with the Countywide Planning Policies.

V. SEPA ENVIRONMENTAL REVIEW

Amendments to the Zoning Code are required to be reviewed through the State Environmental Policy Act (SEPA). SEPA analysis of the proposed amendment has been completed. A Determination of Non-Significance was issued on October 18, 2023.

VI. PUBLIC & AGENCY COMMENTS

No public or agency comments have been received at the time of report publishing.

VII. PLANNING COMMISSION RECOMMENDATION

The Planning Commission held a public hearing on the ordinance on November 2, 2023, and recommended that the Council approve the ordinance as proposed. Since the Commission’s review, staff noted that the two mixed use districts, Town Center and East Sumner Neighborhood, were inadvertently omitted from the sections listed in the ordinance. These 2 districts currently allow multifamily residential and commercial uses; the Essential Public Facilities (EPF/BHFs) allowed there would be the same as allowed in all other multifamily and commercial zones throughout the city. The ordinance has been corrected for City Council review.

VIII. STAFF RECOMMENDATION

Staff recommends that the City Council pass the ordinance as proposed.

IX. EXHIBITS

- A. Draft Ordinance No. 2878

SUBJECT: Council Vacancy

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. C. Pierce Redacted Application
2. N. Biermann Redacted Application
3. P. Clerget Redacted Application
4. W. Moody Redacted Application
5. D. Maynard Redacted Application
6. G. Reinke Redacted Application

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

Under State Law, the City Council must fill vacant council seats within 90 days of them becoming vacant. Cindi Hochstatter vacated her seat effective 12/31/2023. The Council Rules outline the appointment process which includes, application, interview, nominations and appointment.

The City received nine applications. Three applicants were disqualified, one for missing a signature, one for answering the interview questions (not the written ones) and one for not following the rules. The remaining six applicants were interviewed at last week's study session.

At tonight's meeting, council will be asked to nominate their choice for Councilmember. Each Councilmember may nominate one (1) person. No second is needed. Nominations are closed by motion, second and a majority vote of the Council.

At the close of nominations, the Mayor may accept public comment related to the final nominees. Pursuant to the council rules, public comment shall be limited to two (2) minutes.

After public comment, voting will occur by a roll-call vote. Upon hearing their name, each Councilmember shall vote by saying the name of the nominee they wish to appoint. Any applicant receiving a majority vote of the sitting Councilmembers shall be declared the winner. Nominees receiving the least amount of votes shall be dismissed from future rounds of voting. The Council may vote as many times as necessary to obtain a majority vote. In the case of a tie between final two nominees, the Mayor will cast the deciding vote.

Council may adjourn into executive session for the limited purpose of discussing the qualifications of the candidates in accordance with state law. This may be requested by any Councilmember. No voting or straw polls may be taken in the executive session.

The newly appointed Councilmember will be sworn in at the next regular council meeting.

The Council may move to postpone the election to a date certain if a majority vote is not received.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Conduct nominations and voting to appoint a new Councilmember.

APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL POSITION

Thank you for your interest in serving the community as a member of the Sumner City Council.

The timeline for filling the Council vacancy is as follows:

February 1, 2024:	Application and supplemental material due to City Clerk by 5:00pm
February 12, 2024:	Candidate interviews beginning at 6:00pm
February 20, 2024:	Candidate nominations and appointment voting beginning at 6:00pm
March 4, 2024:	Swearing in of new councilmember (tentative)

To be considered, your application must be completed and received by the City Attorney. **Applications and supplemental materials received after 5pm will not be accepted.** Additional written information after this date will not be accepted, unless requested by the City Council.

Please submit the following items:

- Application (see page 3)
- A resume of **no more than 2 pages**.
- Answers to the Supplemental Questions of **no more than 2 pages total**.

For further information, please contact
Jason Wilson, City Administrator.

The application and supporting documents
should be e-mailed to: andream@sumnerwa.gov
or mailed to

Andrea Marquez, City Attorney
Councilmember Recruitment
1104 Maple Street
Sumner, WA 98390

If mailing, ensure the City *receives* all items by the
deadline. A postmark does not count.

Councilmember Eligibility, Requirements & Public Disclosure

To be eligible to be appointed to the Sumner City Council, you:

- Must have continuously resided within the Sumner city limits for a minimum of one year prior to your appointment to the Council, and
- Must be a registered voter in the City of Sumner.

Please note that:

- Once a Councilmember application is filed with the City, it is a public record available to the public.
- The applications received from all candidates who meet the minimum requirements of State law, along with the answers to the supplemental questions, will be posted on the City of Sumner website as part of the Council's meeting packet the week of the initial interview.
- If appointed, you will be required by state law to file financial disclosure statements with the Washington Public Disclosure Commission (www.pdc.wa.gov). In addition, you may be required to complete a conflict disclosure statement for the City.
- **This position will be on the 2025 ballot as a two-year term expiring December 31, 2027.**

City Council Duties & Compensation

The Sumner City Council is the legislative authority of the City of Sumner. The City operates under a Mayor-Council form of government. The seven-member City Council serves as the legislative body of the City. The Council is responsible for setting policy, adopting the annual budget, adopting laws, determining the services to be provided and the funding levels for those services, and appointing citizens to its advisory boards and commissions.

The duties of a City Councilmember will likely involve an average minimum commitment of 18-20 hours per month for preparation, participation, and attendance at various meetings and community activities. Beyond the broad duties previously mentioned, Councilmember duties include, but are not limited to:

- Required attendance at regular City Council meetings and study sessions, which are held every Monday evening, starting at 6:00pm. From time to time, the City Council or Mayor may call special City Council meetings to handle city business.
- Councilmembers are expected to serve on Council Committees, regional boards and commissions and to represent the City Council at various community functions. These various meetings and functions occur normally during the evenings (2-3 times per month) but may also occur on some weekends and during some weekdays.
- Some travel is expected locally, regionally, and/or within the State of Washington in accordance with the City travel policy applicable to all employees and City officials as well as the budgetary limits set for each Councilmember and for the City Council as a whole.

The monthly Councilmember salary as of January 1, 2024, is \$1,100 per month. No benefits are offered.

Interview Questions

On February 20th the Council will conduct in person interviews. The order of interviews will be determined by a random draw at the beginning of the meeting. Candidates will be asked to respond to the following questions:

1. Why do you want to serve on the City Council?
2. What experiences, talents or skills do you bring to the Council and community that you would like to highlight?
3. What do you wish to accomplish if appointed to the Sumner City Council?

The Council may set a time limit for each candidate to respond to the above questions.

APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

Applicant Information

(Please type or print)

Applicant Name Pierce Christopher P
Last First MI
Residence Address Sumner, WA 98390
Contact Phone Date of Birth (mm/dd/yr)
E-Mail

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.


Signature

01/30/24
Date

Resume

Please attach a resume of no more than two pages to this application.
Use the attach button/feature to include resume or email resume to Andrea Marquez.

 **Attach Resume**

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Sumner on separate pages using no more than two pages total.
Use attach button feature to include with PDF or email answers to Andrea Marquez.

 **Attach Answers**

1. What is your vision for our City and community?
2. What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?
3. What strengths would you bring to the Council?
4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?

Applications and supporting documents must be received by February 1st at 5pm. Applications and supplemental materials received after 5pm will not be accepted.

The application and supporting documents should be e-mailed to: andream@sumnerwa.gov or mailed to

Andrea Marquez, City Attorney
Councilmember Recruitment
1104 Maple Street, Sumner, WA 98390

Christopher Pierce

[REDACTED]
Sumner, WA 98390
[REDACTED]
[REDACTED]

EDUCATION

1990-1995 Cascade High School, Everett, WA
1996-1997 Utah Valley University, Orem, UT
1998-1999 Skagit Valley Community College, Mt Vernon, WA

SUMMARY: After graduating from high school, I spent several years working towards a bachelor's degree. Prior to completing this educational goal, I was offered a permanent position in my targeted industry and did not continue my formal education from that point.

WORK EXPERIENCE

Titan Earthwork, Sumner, WA - Senior Project Manager

June 2012 – PRESENT

Following the sale of Trident Water Works to another privately held company, I went to work for TITAN Earthwork who was one of my best customers. Our company straddles the Sumner/Pacific shared border along 16th Street East. In the 12 years I have worked at TITAN, I have managed over \$100 million dollars of public and private contracts with a large majority being federal, state, county and municipal.

Responsibilities: Oversee management of project schedules, budgets, permits, documentation, changes to project work plans, safety plans and material procurement. Meet with project ownership and design teams regularly to discuss progress, changes and challenges. Problem solve unforeseen conditions while keeping the project on budget and on schedule. Work with established and new clients to bid future projects and develop budgets. Oversee project managers and project engineers that are part of the project team.

Trident Water Works, Puyallup - Co-owner, Outside Sales

May 2003 – June 2012

Along with the many responsibilities that came with being one of the owners of a small privately owned wholesale water works supply distributor, my time was largely spent finding and maintaining the majority of the company's client base while also managing many aspects of the estimating, purchasing and sales departments. During my time as a managing partner at Trident Water Works, I finely tuned my problem-solving skills by constantly addressing the ever-changing needs of over one hundred clients that each had individual and unique needs.

HB Jaeger, Snohomish - Outside Sales

June 1999 - May 2003

Find and maintain new accounts for a small locally owned wholesale distributor of construction materials. Forge relationships with new vendors that didn't have a foothold in the local PNW market.

VOLUNTEER AND COMMUNITY EXPERIENCE

As a presiding member of the lay ministry from 2019-2023 at the Church of Jesus Christ of Latter-Day Saints in Sumner, I managed closely audited welfare funds that were collected specifically to benefit the local membership and Sumner community. During my many years of service in the religious community, I have work extensively as a volunteer in the Boy Scouts of America organization and in similar youth development programs. As is the case with most of the churches in our area, there is no shortage of opportunities to serve the community as a member of the Church of Jesus Christ of Latter-Day Saints. In recent years, I have coordinated food drives, community Christmas events, and resource collection drives following an apartment fire in our community to name a few. Additionally, our family in recent years has volunteered once per month to provide meals to those members of our community who are able to take advantage of the Puyallup Freezing Nights program that is a multi-faith effort to provide a hot meal and a warm place to sleep during the winter months.

My wife and I are also passionate about serving our community's children and youth who are in the state's foster program. We try to dedicate as much time as we can each year in every way that we can from helping them obtain high school senior portraits, to filling the role of Santa Claus at their Christmas parties. In line with our efforts to help children without traditional families feel loved, we recently coordinated the opportunity through *A Child's Hope Foundation* to take a dozen families with us to Mexico in 2023 to perform service at an orphanage for a week. We plan to return and perform this service as often as we are able.

In an effort to expose our children to other cultures and allow others to experience ours, my wife and I are currently hosting a high school exchange student from Barcelona, Spain for the entire 2023/2024 school year.

INDIVIDUAL STRENGTHS

Communication
Coordination
Empathy
Problem Solving
Budget Management
Strong Understanding of Public Utilities
Public Speaking

Christopher Pierce

01/30/2024

[REDACTED]
Sumner, WA 98390
[REDACTED]
[REDACTED]

re: Application for Appointment to Sumner City Council – Supplemental Questions

Q: What is your vision for our City and community?:

As a PNW native who has lived in Pierce County since 2002, I have a deep appreciation for a well organized and safe community. Having been an intricate part of the new construction growth in the area over the last 20 plus years, I recognize the difficulties of managing growth as a public agency. I have watched as some surrounding communities have largely failed to manage this growth, opening doors for increased traffic, greater amounts of crime, and a diminishing sense of local pride in their community. When my wife and I decided to move away from one of these communities, we specifically targeted the City of Sumner as an ideal place to raise our four school-age children. I read recently that Sumner is one of the last cities in our country with our high school physically located on what is still named "Main Street". In my opinion, this unique fact typifies an important "small town" element in our community that needs to stay in place. I appreciate the planning that has kept the important commercial and industrial aspects of our city physically separated from our residential areas. Driving through this town and seeing old and new neighborhoods dotted with churches, busy public parks, trailways and small businesses is one of the things I love about Sumner. When my kids set out to ride their bike to a friend's house, it is comforting to know that they are getting to grow up with some of the same freedoms I enjoyed at their age. This sense of safety isn't so commonly found in other communities that are plagued with traffic, crime, blatant drug use and unchecked homelessness. So, what is my vision? Keep things on track and respect what has brought so many of us here. Continue to make sure that important city agencies such as the public works, parks and police departments are properly funded and feel supported by the community and by the elected officials. I want to see the people who choose to live in Sumner want to stay in Sumner and help continue to build this community.

Q: What are the three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?:

First, creating and/or revising existing laws in a way that they can be reasonably enforced without expecting our officers to have to decide in the field what to enforce and not enforce. These same laws should connect the community to the police officers that are serving the people of Sumner, and not drive a wedge between them. My observations and interactions with our well qualified Chief of Police Brad Moericke would lead me to believe that ensuring his opinion is heard (or continues to be heard), and ensuring that he has the resources he needs to run such an important aspect of our local government, would contribute greatly to our community as a whole.

Second, as traffic gets worse and shortcuts through town continue to become more popular, we can expect a greater degree of wear and tear on some of our roads that were not built to handle the traffic they are seeing. We can also expect that some of our intersection controls will no longer be efficient in handling the kind of increased traffic we can expect to continue seeing. Additionally, it is concerning that commuters are increasing use of "short cut" routes through neighborhoods where their children are at play. I feel it is important to be looking ahead at in-city

as well as outside funding options for road improvements, alternate route planning and traffic calming measures. As I have watched and read through past council meeting minutes, I see that this has been an ongoing focus of our council and my plan would be to continue supporting this effort while adding the expertise I have as in my career of building public roads, utilities and public infrastructure for the last 20+ years.

Third, continuing to support the right businesses to come into our area. Along with bringing important jobs, having the right kind of businesses located in our historic downtown versus our north end commercial district will continue to preserve the small town vibes and close knit "Sumner-strong" community feeling that has been a longtime tradition unique to Sumner. It is important to have a council that is aware of the benefits and drawbacks of attracting large businesses to a small community. I appreciate how the City has handled this to date and I would plan to continue to support those efforts while keeping in mind the legal rights of those businesses that want to do business here.

Q: What strengths would you bring to the Council?:

In an effort to avoid repeating things stated earlier, I believe that my many years spent in the public construction industry will allow me to bring a unique perspective to the council. A large part of my professional career has been spent reading and learning to comprehend detailed specifications, related laws and complicated plan sets. While I have never served in a public office, I have been navigating the public waters for most of my life in my chosen career. As a public works contractor, I have spent countless hours making sure that the community's safety and best interest is always a priority as we interrupt their lives and neighborhoods by tearing up their roads and rebuilding infrastructure. I have been the public face of too many projects to count which has given me the opportunity to develop and implement many important skills in the public relations arena. I have also managed numerous multi-million dollar budgets with a high degree of detail and success. I would count all of these as strengths when it comes to working with others as a team to successfully manage a City as a council member. It is worth adding that I have no further political ambitions, and that I am simply interested in serving the local community that is so important to my family.

Q: Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner city Councilmember?

Ultimately, the service to my community that I reference in my resume has given me the opportunity to develop empathy for those who are less fortunate than I have been. As I have served others, I have had the opportunity to see, and in some cases help manage, intimate details of their lives that I would not have been able to otherwise. These interactions have helped me become more aware of the needs of the less fortunate. I care deeply for the Sumner community and want what is best for all the friends my family has here, and for all those who I have yet to meet. I realize these are divisive times, but I believe that the way I was raised and the opportunities I have had through my life to serve others will contribute to my ability to bring those together who feel separated by politics and the perceived stature of others. I feel it is important when utilizing community resources to help the many families and individuals in our area who are without resources that a balance between compassion and enablement is sincerely sought after. This is not a black and white issue that can be solved by local, state or federal government. I believe it will require a partnership between public and private agencies as well as local families and individuals.



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To be considered, your application must be completed and received by the City Attorney. **Applications and supplemental materials received after 5pm will not be accepted.** Additional written information after this date will not be accepted, unless requested by the City Council.

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- A resume of **no more than 2 pages**.
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Sumner, WA 98390**

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Councilmember Eligibility, Requirements & Public Disclosure

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Interview Questions

On February 20th the Council will conduct in person interviews. The order of interviews will be determined by a random draw at the beginning of the meeting. Candidates will be asked to respond to the following questions:

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2. What experiences, talents or skills do you bring to the Council and community that you would like to highlight?
3. What do you wish to accomplish if appointed to the Sumner City Council?

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APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

Applicant Information

(Please type or print)

Applicant Name Biermann Nicholas S
Last First MI
Residence Address [REDACTED]
Contact Phone [REDACTED] Date of Birth (mm/dd/yr) [REDACTED]
E-Mail [REDACTED]

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.

Nich Biermann
Signature

2-1-2024
Date

Resume

Please attach a resume of no more than two pages to this application.
Use the attach button/feature to include resume or email resume to Andrea Marquez.

 **Attach Resume**

Supplemental Questions

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 **Attach Answers**

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2. What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?
3. What strengths would you bring to the Council?
4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?

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**Andrea Marquez, City Attorney
Councilmember Recruitment
1104 Maple Street, Sumner, WA 98390**

Nicholas S. Biermann

Sumner, WA 98390



Education:

Bachelor of Science in Atmospheric Science, Univ. of Wisconsin, May 2003

Master of Science in Meteorology, Univ. of Oklahoma, May 2010

Work History:

- Meteorology Expert Team, The Tomorrow Companies/Climacell, Inc., Boston (Work-from-home, June 2020 – Present)
- Road Weather Forecaster, Narwhal/Weather.net, Salt Lake City, and then later in Bellevue, WA (November 2015 – May 2020)
- Hydrometeorologist, Vieux, Inc., Norman, OK (July 2009 – March 2015)
- Weather forecaster, Weather or Not, Inc., Shawnee, KS (August 2008 – July 2009)

Other Positions Held:

Adjunct Faculty/Instructor for 4-year colleges and 2-year community colleges:

University of Oklahoma (December 2007)

Rose State College, Midwest City, OK (August - December 2015)

Utah Valley University, Orem UT (August 2016 – May 2017)

Salt Lake Community College (August 2016 – December 2017)

Community Involvement:

- Friends of the Ryan House Committee under Sumner Historical Society
- FairVote Washington – House Bill 2250 to increase voter participation
- Weather education/teacher training; public outreach programs/workshops
- Graduate School Representative, School of Meteorology/Univ of Oklahoma
- Volunteer for the Women's Resource Center, Norman, OK

Civic Engagement:

- Attending city council meetings in person and virtually
- Participating in the legislative process at local, regional, and national levels
- Jury Duty, Seattle Municipal Court, August 2019
- *Voting wherever I live: from Wisconsin to Oklahoma to Utah to Washington*

Other skills:

Computer and information technology – conducting meetings over Zoom/Teams

Written and verbal communication with clients, co-workers, students, others

Photography – interest in weather/nature but also documenting news & history

Answers to Supplemental Questions

As submitted by Nicholas S. Biermann, Applicant

1. What is your vision for our City and community?

Answer: *My vision is for Sumner to be known as a community where our shared history is treasured in the present and is incorporated into a blueprint for future growth. With proper planning and foresight, the historical gems that make Sumner a unique and charming town can serve as anchors of a vibrant and thriving community even as the City faces significant suburban development pressure in the coming years and decades.*

I also envision Sumner as a City where all members of the community are respected. This means promoting an environment in which citizens feel their input is important and will be taken into account when the City and the Council make decisions that affect the future for all of us. Citizen input should be sought after and valued, regardless of whether you have lived here a lifetime or have only recently “Come on in.”

2. What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?

Answer:

- Improve communication between the City and residents. I have heard numerous residents express that online notice is not sufficient for important meetings and events. I recommend sending out an information newsletter in leaflet form that contains a timeline of upcoming City Council meetings. A simple piece of paper will work, but it must include specific information about how to provide public input.*
- Increase civic engagement opportunities for citizens to ask questions. Encourage more direct involvement with City staff and Council. Actively seek public input on new projects instead of waiting for residents to speak up when there is a problem.*
- Manage growth while preserving the historical charm and the “small-town feel” of Sumner. The City already faces considerable pressure from urban sprawl, and these concerns will only increase in the coming years. It is imperative to work now to preserve the gems from Sumner’s past and promote the story of Sumner by integrating our history into the present and future.*

3. What strengths would you bring to the Council?

Answer: I would bring a fresh perspective to City Council. I do not have experience in city government, but I do have a history of civic engagement and community involvement wherever I have lived. I also bring a willingness to ask questions when needed and seek clarity where appropriate. I will act to gather all available information and make the most-informed decision possible. I would seek input from the citizens of our community, meet with residents, and use their insight to set focused priorities that steer the direction of our City on a course for success.

4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?

Answer: I have always been actively involved and engaged in the communities where I have lived. Locally here in Sumner, I have attended city council and commission meetings, both virtually and in-person, even before the Ryan House was a topic of discussion. My most recent involvement here in Sumner has focused on efforts to raise public awareness and conduct fundraising for the Friends of the Ryan House Committee and the Sumner Historical Society, a 501(c)(3).

I have also been a part of larger regional and state community programs, in particular the non-profit FairVote Washington, which seeks to increase voter turnout and participation in an otherwise increasingly partisan political world. The right to vote is particularly important to me, and I vote in elections wherever I live. Whether from Wisconsin to Oklahoma to Utah to here in Washington State, I actively participate in selecting the representatives who make our laws and chart our direction.

Furthermore, in every community I live in, I make a concerted effort to "Leave the place better than I found it." This may mean donating time packing food at a community food bank, serving as student representative in graduate school, organizing events for new incoming students, or being on-call at the Women's Resource Center to help with the response when crisis calls come in. During my time here in Sumner, I have been inspired to volunteer time and energy to help Save the Ryan House. This same spirit, along with a desire to be a proactively involved member of my community, now lead me to seek a position on the Council.

APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

Applicant Information

(Please type or print)

Applicant Name Clerget Dr L
Last First MI
Residence Address [REDACTED] Sumner
Contact Phone [REDACTED] Date of Birth (mm/dd/yr) [REDACTED]
E-Mail [REDACTED]

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.

[Signature]
Signature

01-31-24
Date

Resume

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 Attach Resume

Supplemental Questions

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**Andrea Marquez, City Attorney
Councilmember Recruitment
1104 Maple Street, Sumner, WA 98390**

Pat Clerget

Summary of Qualifications

Retired 2022 with over 30 years as Street/utilities Superintendent for the City of Sumner Public Works.

Responsible for all field operations and maintenance of;

Water distribution and treatment

Sewer collections

Storm infrastructure and retention ponds

Streets

Equipment

Assist in budget preparation for department.

Collaborate with P.W. Director for long and short term goals.

Assist in hiring personnel, education, promotions, evaluations, and terminations for the shops.

Responsible for in-house C.I.P. work involving shops assistance

Work closely with engineering on projects involving City infrastructure.

8 years as a partner in Norlan Corporation. (Commercial real-estate corp.)

Currently, on the Board of Directors and acting Chairmen, of a family owned Real-estate Corporation

Education

Central Washington University B.S. in B.A.

Professional Certificates

Water Distribution Manager IV

Sewer collections III

CDL class A

ICS/EOC workshops

Risk management

Well over 50 other certificates/classes relevant to City and Public Works

Hobbies/Crafts

Custom fabricate/build street rods, home remodeling, ride dirt bikes, camping, and yard work.

Supplemental Questions

1. What is your vision for our City and community?

Make sure it's always a great place to live and work.

A progressive small town with a blend of old and new, its buildings, neighborhoods, business districts and also with traditions.

2. What are the three highest priorities and/or issues you believe the City needs to address?
How would you propose the City address these?

Managing growth, strategic funding and public safety.

Continue to have highly qualified strong leaders on City staff that recognize the opportunities to go after outside funding sources. Collaborate with other government agencies to assist in City needs. Have good relations with reputable businesses that can assist and or guide in City decisions. Have good working relations with City council.

3. What strengths would you bring to the council?

36 years as a resident and 32 years as the public works operations superintendent I believe I am already familiar and have good working relations with the community and City

4. Explain your current and past community involvements and /or service on City, nonprofit or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City councilmember?

As the P.W. Street/Utilities Superintendent, I spent a lot of time with these organizations in meetings, on the phone, e-mails, and during events, prepping the City infrastructure to facilitate them. I was on the Parks and Forestry commission for several years as the City representative. During that time I was directly involved in rewriting many of the committee bylaws (wrong term?)

I helped for many years on the Relay for Life with set up and after hour's cleanup.

I am currently not involved in any community services.

All these community events, nonprofits, commissions etc. Help the Sumner community to come together and enjoy the events and the facilities the City has to offer.

The City has a limited amount of funding/personnel to assist in all these endeavors. Even though there is some monetary exchange the council has to determine the relevance and participation the City will extend or not.

APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

Applicant Information

(Please type or print)

Applicant Name MOODY, WILLAM T.

Residence Address	Last	First	MI	
		SUMNER, WA. 98390		

Contact Phone Date of Birth (mm/dd/yr) gov

E-Mail Personal: [REDACTED] Sumner City: [REDACTED]

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.

Signature William M. Moody Date 1-22-24

Resume

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WILLIAM T. MOODY

I am applying for the currently vacant Sumner city council position.
The following will illustrate my background and achievements both in education and business.

EXPERIENCE

JANUARY 1971 – AUGUST 1985

MATHEMATICS AND PHYSICS TEACHER, FEDERAL WAY SCHOOL DISTRICT

Teach the prescribed curriculum for Middle School and High School.
Create ways for the students to understand the concepts in both areas of study.
Evaluate textbooks and make district level recommendations for the district curriculum.
Develop and implement an advanced placement curriculum for physics.
Interact collaboratively with co-workers.
Develop programs and teach drivers education.
Subjects taught: Physics, General mathematics, Geometry, Algebra I, II, Biology, Drivers Education.

AUGUST 1985 – PRESENT

REGIONAL VICE PRESIDENT, PRIMERICA FINANCIAL SERVICES

Identify and train new agents.
Develop leadership to open and maintain office operations in various location in Washington.
Complete training for and passing required exams to be licensed in all phases my business.
Licenses held:
Life and Health
Investment Series 6, 63, 26, 65
Registered Investment Advisor
Senior leadership position.
OSJ Supervisor with national recognition and responsibilities.
Maintain compliance in all areas of business.
Organize training and educational opportunities of several hundred participants.
Speak on investments discussion panels at the national level.
Expand community relationships business.

MAY 1970 – MAY 1976

WASHINGTON ARMY NATIONAL GUARD

Basic training at Fort Campbell Kentucky.
Advanced Individual Training at Fort Eustis Virginia.
Landing craft operator with a crew of 5.
Rank of Specialist 4.
Stationed at Tacoma Washington Armory.

EDUCATION

AUGUST 1966 - MAY 1970

BACHELOR OF SCIENCE DEGREE, PACIFIC LUTHERAN UNIVERSITY

My primary degree is education.

Primary focus was physics. Which included mathematical mechanics, electromagnetics, physical chemistry, atomic and nuclear, vector analysis, circuitry, gravitational and planetary motion.

Secondary focus was mathematics. Topics studied were calculus, differential equations, statistics, game theory, 3-dimensional calculus, general and special relativity.

AUGUST 1974

5TH YEAR CERTIFICATE, UNIVERSITY OF WASHINGTON

Included was astronomy, methods of coaching basketball, mathematics.

HIGHLINE AND PIERCE COMMUNITY COLLEGE

Political Science – Highline

Business - Pierce

SKILLS

- Problem solving in complex situations.
- Organizational skills and logistical management.
- Help students develop positive self-image.
- Develop consensus with team members.
- Ongoing communication with parents.
- Encourage students to expand their horizons.

ACTIVITIES

I volunteered for 17 years on the National Ski Patrol.

I achieved a Senior and National ranking with Ski Patrol for skill and performance.

Skills associated with these positions:

Ski and toboggan proficiency.

First Aid skills.

Mountain rescue.

First Aid Room supervisor.

Mountaineering credentials.

Church activities which include.

Develop and expand youth and adult educational opportunities.

Council President of 2 different congregations.

Budget oversight.

Interview candidates for new ministers.

Occasional preaching as a lay person.

Other areas of enjoyment include Golf, Hiking, Travel, and most of all family.

William Moody

Supplemental Questions for application for city council position application:

1. My vision for our community is to be a thriving community. This will provide the opportunity for growth and be a desirable community in which to live and raise a family.
2. First, road repair and improvement for safety and transportation flow is critical. Secondly, the increasing high-density housing will put even more stress on our city's transportation system. These improvements will make our charming community even more desirable, both for families and businesses. The third issue is to develop Sumner into a destination location with wonderful parks, shopping, and more restaurants. These improvements will encourage people to come and enjoy our town.
3. I have had several experiences which have strengthened my skills to hold such an important position with the city; teaching high school, running my own business, and currently chair of Sumner Planning commission. These experiences have given me a quality understanding of working with others for the benefit of all. Active listening and being able to see multiple sides of many issues helps everyone reach a balanced position and quality conclusion.
4. I am currently the chairperson for the Sumner Planning Commission. I was appointed to the commission in June 2022 and elected to the chair January 2024. I have served as church council president for 3 different congregations and served as a member of 4. I have worked with a local congregation developing and supporting a strong outreach program for food and clothing. I helped start a non-profit local pre-school to help meet the area's needs.

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3. What do you wish to accomplish if appointed to the Sumner City Council?

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APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

Applicant Information

(Please type or print)

Applicant Name Maynard Donna R
Last First MI
Residence Address [REDACTED] Sumner WA 98390
Contact Phone [REDACTED] Date of Birth (mm/dd/yr) [REDACTED]
E-Mail [REDACTED]

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.

Donna R Maynard

Signature

1/30/2024

Date

Resume

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Supplemental Questions

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Councilmember Recruitment
1104 Maple Street, Sumner, WA 98390**

City Council Application Supplemental Questions – Donna Maynard

1. What is your vision for our City and community?

As a City Council Member, my vision for our small-town centers on creating an environment that is conducive to both raising a family and owning a small business. I envision a community where families feel safe, supported, and connected, with access to top-notch education, recreational facilities, and green spaces. This means investing in our schools, promoting family-friendly events and activities, and maintaining clean and well-maintained neighborhoods. Additionally, I aim to foster an entrepreneurial spirit by streamlining regulations, offering incentives for small businesses, and providing resources and support networks for aspiring entrepreneurs. Prior to living in Sumner, I called Maple Valley my home. There I saw first-hand what misguided intentions and uncontrolled growth can do to a once warm and welcoming small town. I don't want that for Sumner. By creating a town that values both family life and economic opportunity, we can ensure that our community thrives for generations to come, offering a vibrant and fulfilling quality of life for all residents.

2. What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?

- a. **Law Enforcement and Crime Prevention.** Law enforcement plays a pivotal role in maintaining public safety. By supporting them, you contribute to creating a secure environment where residents can live without fear of crime. This sense of safety fosters community well-being and encourages economic growth. Additionally, low crime rates are often associated with higher property values. Supporting law enforcement efforts to prevent crime helps safeguard property values in your small town. It makes the town more attractive to potential residents, investors, and businesses, which can contribute to its overall prosperity.
- b. **Creating a welcoming downtown corridor.** A vibrant downtown area can serve as a focal point for community events, festivals, and gatherings. Providing a space where residents can come together, socialize, and build a sense of belonging and community identity benefits the city both socially and economically. A pedestrian-friendly downtown encourages people to leave their cars behind and explore on foot. We can not only reduce traffic congestion and pollution but also create a safer and more inclusive environment where people of all ages and abilities can enjoy shopping, dining, and socializing.
- c. **Roads and Transportation.** Improving roads and transportation in Sumner is extremely important, especially considering the recent expansion of housing that has occurred. With all our new housing projects, the population density in certain areas has increased, leading to higher traffic volumes. Fixing and upgrading our roads and transportation systems can help manage traffic flow more efficiently, reducing congestion and minimizing delays for residents and commuters. This ensures smoother movement of vehicles, pedestrians, and cyclists throughout the town. Not to mention, better roads, public transit options, and pedestrian-friendly amenities encourage people to explore the area, access essential services, and participate in community events. Accessibility is crucial for fostering social inclusion and ensuring that everyone can fully participate in the town's economic and cultural life.

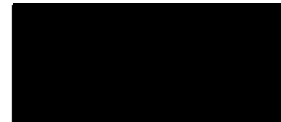
3. What strengths would you bring to the Council?

- a. Having worked in the service industry for so long has allowed me direct interaction with diverse communities. This experience has helped me understand the needs, concerns, and aspirations of residents from various backgrounds in my community. As a wife and mother, I have a deep understanding of the challenges faced by families, which helped shape my decision-making process on issues related to education, childcare, and family services. As a wife and mother, I have encountered and resolved many daily challenges within my household, which I feel translates to the ability to find practical solutions to community problems.

4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?

- a. While living in Maple Valley, WA I was fortunate enough to serve both as a member of the PTA as well as a coordinator and coaching assistant for youth sports. Serving on the PTA involved engaging with parents, educators, and community members to advocate for the needs of students and schools. Similarly, my involvement in youth sports required coordinating with coaches, parents, and other stakeholders on a multitude of projects. I feel these experiences translate into effective community engagement and advocacy skills as a City Council member, enabling me to represent the community and its best interests.

Donna R. Maynard



Goal and Objective

I am seeking a local position within the Sumner City Council. I am a quick learner, effective problem solver and a hard worker no matter the task. I feel that my residence history and life experiences have prepared me perfectly for this role; One which will allow me to learn by listening to and grow by working alongside my fellow Sumner residents. All the while with the goal of making sure Sumner stays an outstanding place to own a business or raise a family.

Pertinent Skills Summary

- Wife, mother and home maker for 27 years.
- Over 25 years experience in the cosmetology industry.
- 3 years in the food service and customer service industry.
- Sumner resident for over 4 years.

Professional Work Experience

07/1989– 1/2015

Center Coiffures

Renton, WA

Cosmetologist

After attending Cosmetology school during high school, I was immediately hired as a Beautician. In addition to providing individual cosmetology services, I was also responsible for product sales, inventory reconciliation, and general shop and supply maintenance. After a few years on the job, I served as trainer and mentor to new hires as well.

6/1986–7/1989

Shakey's Pizza

Fairwood, WA

Customer Service

Responsibilities and skills acquired include;

- Working with customers and taking food orders.
- Reconciling cash register drawers.
- Food preparation.
- Restaurant maintenance and standards.

Education

6/1987–7/1989

Kent Beauty College

Kent, WA

- Successfully graduated with Cosmetology Certificate

9/1985–6/1989

Kentridge Senior High School

Kent, WA

- Successfully graduated with High School Diploma

References

Bobbi Snider, Principal

- Donald Eismann Elementary, Sumner-Bonney Lake SD – [REDACTED]

Kelly Teed, Owner and Manager

- Smart Choice Tires, Sumner WA - [REDACTED]

APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL POSITION

Thank you for your interest in serving the community as a member of the Sumner City Council.

The timeline for filling the Council vacancy is as follows:

February 1, 2024:	Application and supplemental material due to City Clerk by 5:00pm
February 12, 2024:	Candidate interviews beginning at 6:00pm
February 20, 2024:	Candidate nominations and appointment voting beginning at 6:00pm
March 4, 2024:	Swearing in of new councilmember (tentative)

To be considered, your application must be completed and received by the City Attorney. **Applications and supplemental materials received after 5pm will not be accepted.** Additional written information after this date will not be accepted, unless requested by the City Council.

Please submit the following items:

- Application (see page 3)
- A resume of **no more than 2 pages.**
- Answers to the Supplemental Questions of **no more than 2 pages total.**

For further information, please contact
Jason Wilson, City Administrator.

The application and supporting documents
should be e-mailed to: andream@sumnerwa.gov
or mailed to

Andrea Marquez, City Attorney
Councilmember Recruitment
1104 Maple Street
Sumner, WA 98390

If mailing, ensure the City *receives* all items by the
deadline. A postmark does not count.

Councilmember Eligibility, Requirements & Public Disclosure

To be eligible to be appointed to the Sumner City Council, you:

- Must have continuously resided within the Sumner city limits for a minimum of one year prior to your appointment to the Council, and
- Must be a registered voter in the City of Sumner.

Please note that:

- Once a Councilmember application is filed with the City, it is a public record available to the public.
- The applications received from all candidates who meet the minimum requirements of State law, along with the answers to the supplemental questions, will be posted on the City of Sumner website as part of the Council's meeting packet the week of the initial interview.
- If appointed, you will be required by state law to file financial disclosure statements with the Washington Public Disclosure Commission (www.pdc.wa.gov). In addition, you may be required to complete a conflict disclosure statement for the City.
- This position will be on the 2025 ballot as a two-year term expiring December 31, 2027.

City Council Duties & Compensation

The Sumner City Council is the legislative authority of the City of Sumner. The City operates under a Mayor-Council form of government. The seven-member City Council serves as the legislative body of the City. The Council is responsible for setting policy, adopting the annual budget, adopting laws, determining the services to be provided and the funding levels for those services, and appointing citizens to its advisory boards and commissions.

The duties of a City Councilmember will likely involve an average minimum commitment of 18-20 hours per month for preparation, participation, and attendance at various meetings and community activities. Beyond the broad duties previously mentioned, Councilmember duties include, but are not limited to:

- Required attendance at regular City Council meetings and study sessions, which are held every Monday evening, starting at 6:00pm. From time to time, the City Council or Mayor may call special City Council meetings to handle city business.
- Councilmembers are expected to serve on Council Committees, regional boards and commissions and to represent the City Council at various community functions. These various meetings and functions occur normally during the evenings (2-3 times per month) but may also occur on some weekends and during some weekdays.
- Some travel is expected locally, regionally, and/or within the State of Washington in accordance with the City travel policy applicable to all employees and City officials as well as the budgetary limits set for each Councilmember and for the City Council as a whole.

The monthly Councilmember salary as of January 1, 2024, is \$1,100 per month. No benefits are offered.

Interview Questions

On February 20th the Council will conduct in person interviews. The order of interviews will be determined by a random draw at the beginning of the meeting. Candidates will be asked to respond to the following questions:

1. Why do you want to serve on the City Council?
2. What experiences, talents or skills do you bring to the Council and community that you would like to highlight?
3. What do you wish to accomplish if appointed to the Sumner City Council?

The Council may set a time limit for each candidate to respond to the above questions.

APPLICATION FOR APPOINTMENT TO SUMNER CITY COUNCIL

Applicant Information

(Please type or print)

Applicant Name Reinke Greg W
Last First MI
Residence Address Sumner, Washington 98390
Contact Phone Date of Birth (mm/dd/yr)
E-Mail

Are you a registered voter living at least one year within the City limits of Sumner? ☒ Yes

The information provided is true and I affirm that I will support the Constitution and laws of the United States and the Constitution and Laws of the State of Washington.

Greg Reinke
Signature

01/18/2024
Date

Resume

Please attach a resume of no more than two pages to this application.
Use the attach button/feature to include resume or email resume to Andrea Marquez.

 **Attach Resume**

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Sumner on separate pages using no more than two pages total.
Use attach button feature to include with PDF or email answers to Andrea Marquez.

 **Attach Answers**

1. What is your vision for our City and community?
2. What are three highest priorities and/or issues you believe the City needs to address? How would you propose the City address these?
3. What strengths would you bring to the Council?
4. Explain your current and past community involvement and/or service on City, nonprofit, or public boards, committees, task forces, or commissions, and how this has contributed to the Sumner community. How is this relevant to the position of Sumner City Councilmember?

Applications and supporting documents must be received by February 1st at 5pm. Applications and supplemental materials received after 5pm will not be accepted.

The application and supporting documents should be e-mailed to: andream@sumnerwa.gov or mailed to

**Andrea Marquez, City Attorney
Councilmember Recruitment
1104 Maple Street, Sumner, WA 98390**

Greg Reinke

Sumner, WA

OBJECTIVE

Seeking appointment to Sumner City Council position utilizing my professional Fire Service experience and extensive community involvement.

EDUCATION / CERTIFICATIONS

Bates Vocational Technical Institute, Tacoma, WA, 1983
Fire Service Training

Western Washington University, Bellingham, WA, 1982

QUALIFICATIONS

- 35 years Fire Service experience
- 17 years experience as Fire Officer
- 35+ years public education and community service involvement
- Extensive experience working with the public as a City/District employee
- Meticulous management of Fire District Facilities budget

EXPERIENCE

East Pierce Fire and Rescue, Sumner, WA

Retired-July 2019

Fire Captain

- Responsible for responding to fire and medical aid emergencies
- Conduct fire service personnel training
- Schedule and manage all maintenance of facilities
- Responsible for monthly facility budgeting and forecasting for annual budget
- Organize and manage Benevolent Committee community activities

Aviation Screening Enterprises, Sumner, WA

04/2012 – 5/2018

Plane Service Representative

- Manage weight and balance of aircraft
- Conduct TSA inspections and various security clearances
- Responsible for ground security coordination
- Manage inventory of catering items including food, beverage and utensils

Sumner Fire Department, Sumner, WA

07/1991 – 01/2006

Firefighter, Lieutenant, Captain

- Responsible for responding to fire and medical aid emergencies
- Conduct fire prevention inspections
- Host public education classes

Golden State Foods, Sumner, WA

02/1995-06/2008

Warehouse Labor

- Pick and palletize orders
- Organize and load trucks for delivery
- Monthly inventory control

TECHNICAL EDUCATION

- Bates Vocational Technical Institute, Fire Training
- Red Cross Cardiopulmonary Resuscitation Instructor
- Washington State Emergency Medical Technician
- Firefighter Fundamentals
- American Heart Association Cardiopulmonary Resuscitation
- Firefighters Role n Arson Investigation
- Emergency Vehicle Accident Prevention
- Hazards in Light Weight Building Construction
- Fires in Multi-Family Swellings
- Scott Air Pack Field Maintenance
- EMT Mast Trousers Application
- Vocational Education Certificate for CPR Instructor
- Learn to Burn
- Flammable Liquid Firefighter
- Flammable Liquids #2
- Fire Extinguishers
- Search and Rescue / S.C.B.A
- Basic Fire Investigation
- Fire Supervision 1
- Drug Lab Safety
- Uniform Fire Codes
- Basic Arson Fire Investigation
- I.F.S.T.A. Training Academy
- Haz-mat Recognition and Identification
- HIV/HBV/AIDS
- E.V.A.P.
- Tactics Simulator
- Operational Level Haz-Mat
- Tactics 1
- Tactics 2
- Haz-mat Technician Level
- Sprinkler Systems
- Auto De-fib
- Fire Service Instructor 1
- Incident Safety Office

REFERENCES

Rich Morvel – Retired Corrections Officer
[REDACTED]

Cliff Iotte –Retired Deputy Fire Marshal
[REDACTED]

Tom Poste – Retired Assistant Fire Chief
[REDACTED]

Rick Kuss – Retired Deputy Fire Marshal
[REDACTED]

Ralph King – Retired Pierce County Sheriff
[REDACTED]

Greg Reinke – Sumner City Council Supplemental Questions

1. My vision for the City of Sumner and this community is to have a place where all citizens can live safely and enjoy all the services the city has to offer. My hope is that the City of Sumner will continue to be one of the leading small cities in the State of Washington that people will want to come and live in.
2. Economic Development: The City of Sumner needs both large and small businesses to keep revenues coming in with sales tax, property taxes and B&O taxes to provide the city services that the community expects to have. The City of Sumner needs to continue to attract businesses with incentives and other enticements to bring them to Sumner.

Public Safety: The City of Sumner should have a well-trained, highly visible police and fire department to protect and serve the citizens of our community. The city needs to keep adequate levels of staffing to meet the needs of the community. Call volumes for the police and fire departments continue to increase each year, so an increase in staffing will help with the additional demand for service.

Traffic Congestion/Parking: The traffic congestion in Sumner has developed into a serious issue, as well as the parking around the Sounder Station. The heavy traffic from the Sounder Station has the surrounding area significantly congested with traffic at peak hours. Also, commuters have resorted to parking on neighboring streets throughout the community posing potential concerns for citizens residing in those areas. The City of Sumner must work with federal and state agency's to get funding for the traffic congestion around the Sounder Station. The City of Sumner must also work with Sound Transit to build a parking garage to alleviate the parking issues around the Sounder Station.

3. I have lived in Sumner for thirty-five years and pride myself in having extensive knowledge of the community's people and places. I have also been a member of the fire department for the same amount of years and have worked with budgets and keeping them balanced the last five years. I have been in charge of facilities for East Pierce Fire and Rescue, which includes ten fire stations. I am responsible for all repairs and maintenance of these ten stations. A strong knowledge of all facilities and the repair and maintenance items related to the buildings is required. The systems include, but are not limited to the following: HVAC systems, plumbing, electrical, sewer, septic systems, roofs and bay doors. For the past thirty-five years I have worked with the public on emergency calls, public education events and community events.

4. I have been an active member in the community for the last thirty-five years, serving the community through management and execution of benevolent activities such as Easter egg hunts, pancake feeds, ice cream booths, food drives, Relay for Life, Daffodil parades, Santa parades, Coats for Kids, Santa runs, safety trailer experience and teaching CPR/First Aid classes. I have also been active through the school district and chaperoned several trips to national Future Farmers of America competitions out of state for Sumner Senior High School. I feel all these things I have dedicated time to over the years has helped the citizens of this community and beyond. This is relevant as a Sumner City Council member to show the citizens that as a council member I am willing to volunteer my time to do things for the community and put "service above self."