



Members: Councilmembers Clerget, Elfers, Reinke, Alt. Brown

Staff: Michael Kosa, Alisa O’Haver-Ayala, Ryan Johnstone, Andrew Leach, Robert Wright, Andria Hannegan, Courtney Littrell, Drew McCarty, Gursimran Singh, Thi Le, Kelsey White

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

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CALL TO ORDER

COMMITTEE BUSINESS

1. Public Works Trust Fund Loan Application Certification
2. Resolution No. 1683 - Rejecting All Bids for W-24-04: Wayfinding Signage
3. Resolution No. 1684 - Local & Community Projects Program (LCP) Grant Authorization
4. 166th Widening & Improvements - Consultant Agreement Supplement

REPORTS

1. Project Management Report

ADJOURNMENT

SUBJECT: Public Works Trust Fund Loan Application Certification

CATEGORY: Information Only

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Application Certification Form
-

STAFF CONTACT: Ryan Johnstone, Public Works Deputy Director - Operations

SUMMARY BACKGROUND:

The City of Sumner seeks funding from the Public Works Board Trust Fund Loan Program for the procurement of a biosolids dryer as part of the Biosolids Equipment Modernization Project (CIP 21-17). The Public Works Trust Fund Loan's purpose is to loan money to counties, cities, and special purpose districts to repair, replace, or create infrastructure. The estimated total loan amount will be \$6.9 million dollars. There is no local match funding required and no loan fee with an interest rate at 1.71%. The application certification form is a required part of the Public Works Trust Fund Loan application package.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 5/7/2024

COMMITTEE RECOMMENDATION: Information Only

STAFF RECOMMENDATIONS/MOTION:

Information Only

Attachment - **Applicant Certification**

WHEREAS, (The City of Sumner) is applying to the Washington State Public Works Board for a low-interest loan for an eligible project; and

WHEREAS, RCW 43.155.070 requires that applicants planning under RCW 36.70A.040 must have adopted comprehensive plans in conformance with the requirements of chapter 36.70A RCW, and must have adopted development regulations in conformance with requirements of chapter 36.70A RCW; and

WHEREAS, RCW 70A.205.055 requires a comprehensive Solid Waste Management Plan to be adopted by the city or county; and

WHEREAS, RCW 70.235.070 requires Greenhouse Gas Emission Reduction requirement; and

WHEREAS, RCW 43.155.070(8) requires that solid waste or recycling facility is consistent with and necessary to implement the comprehensive solid waste management plan adopted by the city or county under chapter 70A.205.055 RCW.

WHEREAS, the applicant certifies that it has a currently adopted plan for each and every one of the systems it owns and operates and that these plans fully conform to the specifics within this application; and

WHEREAS, RCW 43.155.070 requires that county and city applicants must have adopted the local optional one-quarter of one percent Real Estate Excise Tax, as described in chapter 82.46 RCW; and

WHEREAS, the local government must be using all local revenue sources which are reasonably available for funding public works, taking into consideration local employment and economic factors; and

WHEREAS, the applicant states that their Capital Facility Plan is consistent with the Comprehensive Land Use Plan of the jurisdiction in which they provide service; and

WHEREAS, the local governing body has approved submission of this application to the Public Works Board; and

WHEREAS, the applicant certifies that, 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 applicant from repaying the loan extended by the Public Works Board with respect to such project. The applicant is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.

WHEREAS, the applicant recognizes and acknowledges that the information in the application forms is the only information, which will be considered in the evaluation and/or rating process. Incomplete responses will result in a reduced chance of funding. In order to ensure fairness to all, the Public Works Board does not accept any additional written materials or permit applicants to make presentations before the Board; and

WHEREAS, it is necessary that certain conditions be met as part of the application process; and

WHEREAS, RCW 43.155.060(3) requires that the project will be advertised for competitive bids and administered according to standard local procedure; and

WHEREAS, the loan will not exceed the maximum amount allowed by the Public Works Board of eligible costs incurred for the project; and

WHEREAS, any loan arising from this application constitutes a debt to be repaid, and (Kathy Hayden/Mayor) has reviewed and concluded it has the necessary capacity to repay such a loan; and

WHEREAS, the information provided in this application is true and correct to the best of the government's belief and knowledge and it is understood that the state may verify information, and that untruthful or misleading information may be cause for rejection of this application or termination of any subsequent loan agreement(s); and

NOW THEREFORE, (The City of Sumner) certifies that it meets these requirements, and further that it intends to enter into a loan agreement with the Public Works Board, provided that the terms and conditions are satisfactory to both parties.

Signed:

Name:

Title:

Date:

SUBJECT: Resolution No. 1683 - Rejecting All Bids for W-24-04: Wayfinding Signage

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1683 - Rejecting All Bids for W-24-04: Wayfinding Signage
2. Bid Tab

STAFF CONTACT: Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:

This project will replace existing wayfinding signage around the city and is for procurement only.

One (1) bid was received on April 4, 2024 for this project. The bid exceeded the Engineer's estimate by more than \$170,000. The engineer's estimate was \$30,000.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 5/7/2024
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.1683: Rejecting All Bids for W-24-04: Wayfinding Signage

RESOLUTION NO. 1683

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, REJECTING ALL BIDS FOR W-24-04: WAYFINDING PROJECT.

WHEREAS, the City of Sumner solicited small works bids for this project, identified as W-24-04: Wayfinding Project; and

WHEREAS, on April 4, 2024 1 bid was received via email and opened by the city; and

WHEREAS, the engineer's estimate for the project was \$30,996; and

WHEREAS the bid exceeded the Engineer's Estimate by more than \$170,911.00; and

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

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

Pursuant to its authority under RCW 35.23.352, the City Council hereby rejects all bids received for Bid Number W-24-04: Wayfinding Project and authorizes the Public Works Director to make further calls for bids in the same manner as the original call for this project.

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

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

ADOPTED AND APPROVED this 20th day of May, 2024.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

Bid Tabulation

	Project Name: CEMETERY MAINTENANCE FACILITY							
	CIP No.: 22-03							
	Acct No.:							
	Bid Opening Date: April 4th, 2024							
	Notes:		Engineer's Estimate			Bidder #1		
	Indicates error corrected by PW dept	\$X,XXX.XX	\$25,000 to \$35,000			RIXIR Systems		
	Indicates Bidder modified Proposal	\$X,XXX.XX						
	Indicates Revision Due to Duplication	*						
				Total		Total		
Bid Item	Bid Item Description	Unit	Quant	Unit Price	Amount	Quant	Unit Price	Amount
1	Minor Change	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00
2	Sign Fastners	LS	26	\$10.00	\$260.00	26	\$165.00	\$4,290.00
3	Type B “Come on In” Aluminum Sign	LS	6	\$70.00	\$420.00	6	\$350.00	\$2,100.00
4	Type B “Flag” Aluminum Sign		20	\$45.00	\$900.00	20	\$200.00	\$4,000.00
5	Type C Aluminum Sign		12	\$55.00	\$660.00	12	\$200.00	\$2,400.00
6	Type D Aluminum Sign		12	\$35.00	\$420.00	12	\$175.00	\$2,100.00
7	Type E Aluminum Sign		12	\$120.00	\$1,440.00	12	\$2,000.00	\$24,000.00
8	Type E Mini Aluminum Sign		1	\$115.00	\$115.00	1	\$1,750.00	\$1,750.00
9	Type E & E-Mini Foundations		7	\$250.00	\$1,750.00	7	\$6,000.00	\$42,000.00
10	Type E Structure		6	\$2,000.00	\$12,000.00	6	\$13,000.00	\$78,000.00
11	Type E Mini Structure		1	\$1,800.00	\$1,800.00	1	\$12,000.00	\$12,000.00
12	Type F Aluminum Sign		1	\$400.00	\$400.00	1	\$650.00	\$650.00
13	Type G Aluminum Sign		1	\$150.00	\$150.00	1	\$400.00	\$400.00
14	Type J Aluminum Sign		1	\$100.00	\$100.00	1	\$100.00	\$100.00
15	Type K Aluminum Sign		7	\$100.00	\$700.00	7	\$300.00	\$2,100.00
16	ALTERNATE #1 – Sumner cut out letters on Type E Structure and Type E Mini Structure		7	\$200.00	\$1,400.00	7	\$500.00	\$3,500.00
				Subtotal	\$26,115.00	Subtotal		\$180,890.00
				Tax (9.5%)	\$2,480.93	Tax (9.5%)		\$17,184.55
	Total of Base Bid				\$28,595.93			\$198,074.55
				Subtotal	\$27,515.00	Subtotal		\$184,390.00
				Tax (9.5%)	\$2,613.93	Tax (9.5%)		\$17,517.05
	Total of Base Bid + Alt #1				\$30,128.93			\$201,907.05
	Prepared by: Drew McCarty							
		Date:	4/4/2024					

SUBJECT: Resolution No. 1684 - Local & Community Projects Program (LCP) Grant Authorization

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1684 - Local & Community Projects Program (LCP) Grant Authorization

STAFF CONTACT: Andrew Leach, Associate Engineer

SUMMARY BACKGROUND:

The City of Sumner was awarded a Local & Community Projects Program grant from the Washington State Department of Commerce to build the Rainier View Park covered court structure.

This grant provides \$240,100 towards completion of the project. Acceptance of the grant requires the City to enter into a grant agreement.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 5/7/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving the acceptance of \$240,100 in grant funds from the Department of Commerce Local & Community Projects Program for use in the Rainier View Park Covered Court Project (CIP 18-04), and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

RESOLUTION NO. 1684

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A LOCAL & COMMUNITY PROJECTS PROGRAM GRANT FROM THE WASHINGTON STATE DEPARTMENT OF COMMERCE.

WHEREAS, the City of Sumner applied for the Local & Community Projects Program grant from the Washington State Department of Commerce to construct the Rainier View Park Covered Court Project; and

WHEREAS, the Department of Commerce awarded the City a grant of \$240,100 towards the completion of the Rainier View Park Covered Court Project;

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

WHEREAS, it is in the City's interests to accept the Department of Commerce grant funds and enter into a Grant Agreement regarding the same;

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Local & Community Program grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

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

ADOPTED AND APPROVED this 20th day of May, 2024.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney



Grant to

City of Sumner

through

The 2022 Local & Community Projects Program

For

Rainier View Covered Court (Sumner) – Funding to help build a covered court for ball sports.

Start date: 7/1/2021

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Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

FACE SHEET

Grant Number: 22-96634-149

Washington State Department of Commerce Local Government Division Community Capital Facilities Unit

1. GRANTEE City of Sumner 1104 Maple Street Sumner, Washington 98390		2. GRANTEE Doing Business As (optional)	
3. Grantee Representative Andrew Leach Project Manager (253) 299-5711 andrewl@sumnerwa.gov		4. COMMERCE Representative Mark Porter Project Manager (360) 742-4868 Fax 360-586-5880 mark.porter@commerce.wa.gov	
5. Grant Amount \$240,100.00	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date 7/1/2021	8. End Date 6/30/2027, contingent on reappropriation, 6/30/2025 if funds are not reappropriated
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # 91-6001282	11. SWV # 0007719-00	12. UBI # 277-000-014	13. DUNS # N/A
14. Grant Purpose The purpose of this performance-based contract is to provide funding for construction of a covered ball court, as described in Attachment A – Scope of Work (the “Project”). COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.			
FOR GRANTEE _____ Kathy Hayden, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director _____ Date APPROVED AS TO FORM  Dawn Cortez, Assistant Attorney General Washington State Office of the Attorney General	
		Date 5/3/2024	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

THIS CONTRACT, entered into by and between City of Sumner ("GRANTEE"), a Unit of Local Government, and the Washington State Department of Commerce ("COMMERCE"), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2021, Chapter 332, Section 1075, made an appropriation to support the 2022 Local & Community Projects Program, and as amended in Laws of 2022, Chapter 296, Section 1022, and as reappropriated in Laws of 2023, Chapter 474, Section 7012, and directed COMMERCE to administer those funds; and

WHEREAS, the GRANTEE intends to complete the Project, which will result in a new covered ball court to; and

WHEREAS, the enabling legislation stipulates that the GRANTEE is eligible to receive funding for the Project.

WHEREAS, the Project is one component of a larger multiphase project, which will result in an increase Americans with Disabilities Act (ADA) accessibility and a new bathroom to add convenience for park goers.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$240,100.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.

**SPECIAL TERMS AND CONDITIONS
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STATE FUNDS**

- v) Pledges from individual donors.
 - vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
 - vii) In-kind contributions, subject to COMMERCE'S approval.
- B.** The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in state funds. Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this section.

- A. Deed of Trust.** This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made useable to the public for the purpose intended by the Legislature. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant.** If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this grant contract, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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- E. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures corresponding to activities described in the Scope of Work in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of each invoice of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

**SPECIAL TERMS AND CONDITIONS
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STATE FUNDS**

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 19, hereof.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

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

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity. COMMERCE will holdback grant funds and shall not disburse such funds to the GRANTEE until the GRANTEE submits to COMMERCE a copy of the issued Certificate of Occupancy. The Certificate of Occupancy should be submitted with GRANTEE's final request for reimbursement.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

9. SUBCONTRACTOR DATA COLLECTION

GRANTEE will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. INSURANCE

A. Insurance Requirements for Reimbursable Activities

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The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

B. Additional Insurance Requirements During the Term of the Grant

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability related to this Grant but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants. Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 14, and 15.

Property Insurance. The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 14, and 15

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A.** The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B.** Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.

Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant until Commerce has issued a Close-Out Letter to the Grantee. Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least six months (6 months) following the date of the Close-Out Letter or include an extended reporting period of at least six months following the date of the Close-Out Letter.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

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The GRANTEE shall provide to COMMERCE copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

Professional Liability, Errors and Omissions Insurance for Contractors. The GRANTEE shall require that any contractors providing professional services that are reimbursable under this Grant maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

12. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

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13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made usable to the public for the purpose intended by the Legislature.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made usable to the public for the purpose intended by the Legislature.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

16. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment

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under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.

- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE 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 COMMERCE 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, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE 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 GRANTEE 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 this Contract, GRANTEE 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.

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

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2025 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

21. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

22. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 11, COMMERCE is a public agency subject to the Public Records Act, Chapter 42.56 RCW (the "PRA"). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 11, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

23. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

The "Copyright Provisions", Section 13 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

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1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" and "Agreement" and "Contract" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any exhibits, attachments, documents, or materials incorporated by reference, and any amendments executed by the parties.
- D. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- E. "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.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

This Grant 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.

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

The GRANTEE 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.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. ATTORNEYS’ FEES

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

9. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE 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 GRANTEE must respond to COMMERCE requests 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 GRANTEE is a state or 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 GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE’s records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE’s fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.

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- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE 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 GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE 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 GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE 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.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and

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execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE 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 GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE 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 GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, 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 Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, 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 GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant 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 Director or the Director's designee and the requestor within five (5) working days.

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The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director 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 Grant 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.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this contract does not duplicate any work to be charged against any other grant, subgrant/subcontract, or agreement.

16. GOVERNING LAW AND VENUE

This Grant 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.

17. 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.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE 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 GRANTEE.

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19. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE 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 GRANTEE.

20. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

21. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation 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. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE 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.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

24. PAY EQUITY

The GRANTEE 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. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) 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.

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(ii) 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.

(iii) 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 COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

25. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW 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.

26. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

27. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

28. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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 resolved.

29. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

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30. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

31. 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 Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

32. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

33. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

34. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

35. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

36. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

37. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant.

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Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (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 COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

38. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

39. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE 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 GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its

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discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;

4. 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 AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. 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 Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

40. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant
All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

41. 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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Funds awarded under this grant shall be used by the City of Sumner for the construction of a roof cover over ballcourts located at 15603 Meade McCumber Rd E, Sumner, WA 98390.

This will include, but not be limited to, the construction of a mono-slope roof with LED lighting.

This project will serve as a benefit to the public by transforming the park into a more inclusive space for the community by covering the ballcourts to create all-weather sports and recreational space.

This project is anticipated to be completed by summer of 2024.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Budget

Line Item	Amount
Architecture & Engineering	\$119,616
Construction (includes Contingency)	\$1,582,780
Construction Management/Inspection	\$15,000
Total Contracted Amount:	\$1,717,396

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

 GRANTEE

 TITLE

 DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
Recreation and Conservation Office (RCO) grant	\$385,000	
City of Sumner Grant	\$1,010,938	
American Rescue Plan Act (ARPA) grant	\$81,358	
Total Non-State Funds	\$1,477,296	\$1,477,296
State Funds		
State Capital Budget	\$240,100	\$240,100
Total Non-State and State Sources		\$1,717,396

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable on the date the Project appropriation becomes effective, 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 GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

EXEMPT - FACILITY TYPE

GRANTEE

TITLE

DATE

SUBJECT: 166th Widening & Improvements - Consultant Agreement Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$156,311.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Agreement Supplement
-

STAFF CONTACT: Michael Kosa, Public Works Director

SUMMARY BACKGROUND:

166th Avenue East (Sumner-Tapps Highway) and the SR 410 westbound off-ramp experience severe traffic congestion at the SR 410 interchange and the intersection to the north at 64th Street East. Additionally, an undersized and failing corrugated metal pipe culvert that carries Salmon Creek runs diagonally underneath the intersection, creating an unsuitable environment for ESA-listed salmon species to thrive and spawn.

In November 2022, the City acquired the Nordyke property, which is currently leased to Carroll's Garage. The property was known to be contaminated by leaking underground storage tanks and needs to be remediated as part of the project. This supplement adds scope items for a remediation sub-consultant to complete additional soil boring and coordination with state and local agencies to define the cleanup and progress toward a "No Further Action" needed designation. An approved remediation plan is required before the project can be constructed.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 5/7/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to KPG Psomas's Consultant Services Agreement for the 166th Widening and Intersection Improvements (CIP 13-11), increasing the contract amount by \$156,311.00 to a total authorized amount not-to-exceed \$2,247,594.66, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the supplement, substantially in a form as approved by the City Attorney.



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>6</u>		Organization and Address	
Original Agreement Number STPUL-3109(003)		KPG Psomas Inc. 3131 Elliott Avenue, Suite 400 Seattle, WA 98121 Phone: 253-627-0720	
Project Number CIP 13-11	Execution Date	Completion Date 12/31/2025	
Project Title 166th Ave. East Widening and Intersection Improvements	New Maximum Amount Payable \$2,247,594.66		
Description of Work Continuing design effort for the 166th Ave E Widening and Intersection Improvements project. Robinson Noble is a subconsultant added to the design team and will perform work related to obtaining a No-Further-Action (NFA) determination from the Washington Department of Ecology (Ecology) for the former gasoline service station and garage at 16602 64th Avenue East. We have also updated and revised our DBE Participation Plan (Exhibit C).			

The Local Agency of City of Sumner
desires to supplement the agreement entered in to with KPG Psomas Inc.
and executed on 4/16/2019 and identified as Agreement No. CIP 13-11
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
See Exhibit A and Exhibit B for scope of work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change - Completion Date - December 31, 2025

III

Section V, PAYMENT, shall be amended as follows:

Original contract \$386,597.00 + Supp #1 \$285,450.00 + Supp #2 \$1,419,236.66 + Supp #3 \$0.00 + Supp #4 \$0.00 + Supp #5 \$0.00 + Supp #6 \$156,311.00 = \$2,247,594.66 New Maximum Amount Payable

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

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

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

EXHIBIT A

**City of Sumner
166th Ave E Widening and Intersection Improvements
Supplement #6
CIP 13-11
STPUL-3109(003)**

**KPG Psomas, Inc.
April 26, 2024**

SCOPE OF WORK

This supplement will continue the design effort for the 166th Ave E Widening and Intersection Improvements project. Robinson Noble is a subconsultant added to the design team and will perform work related to obtaining a No-Further-Action (NFA) determination from the Washington Department of Ecology (Ecology) for the former gasoline service station and garage at 16602 64th Avenue East. See the attached proposal from Robinson Noble for additional information including their detailed scope of work and deliverables.

This supplement will also add KPG Psomas' labor hours to Task 1.0 (as described in Supplement #2), for coordination with the new subconsultant and additional project duration. Supplement #2 assumed an estimated project duration of 24 months (October 2021 through October 2023). This supplement will extend project management and coordination through December 2025.

The project has federal funds and an 11% mandatory DBE goal for consultants on this project.



EXHIBIT A
PRIME CONSULTANT COST COMPUTATIONS

Client: City of Sumner
Project Name: 166th Ave E Widening and Intersection Improvements
KPG Psomas Inc. Project Number: 18158 (Supplement #6)
Date: 4/26/2024

Task No.	Task Description	Labor Hour Estimate										Total Hours and Labor Cost Computations by Task	
		Principal	Engineering Manager I	Project Engineer I	Project Engineer II	Design Engineer I	Design Engineer II	Design Engineer III	Business Manager	Senior Admin	Office Admin		
		\$290.00	\$226.00	\$166.00	\$187.00	\$133.00	\$139.00	\$151.00	\$177.00	\$139.00	\$110.00	Hours	Totals
Task 1 - Management/Coordination/Admin													
1.1	Project administration		10							6	6	22	\$ 3,754.00
1.2	Project management		16									16	\$ 3,616.00
1.3	Coordination meetings with City staff	10	20									30	\$ 7,420.00
1.4	Coordination with Subconsultants	2	8	6		8						24	\$ 4,448.00
Task Total		12	54	6	0	8	0	0	0	6	6	92	\$ 19,238.00
Total Labor Hours and Fee		12	54	6	0	8	0	0	0	6	6	92	\$ 19,238.00
Subconsultants													
Robinson Noble (Terraphase)												\$	137,073.00
Subtotal												\$	137,073.00
Administrative Charge (5%)													
Total Subconsultant Expense												\$	137,073.00
Reimbursable Direct Non-Salary Costs													
Mileage at current IRS rate													
Reproduction Allowance													
Total Reimbursable Expense												\$	-
Management Reserve												\$	-
Total Estimated Budget												\$	156,311.00

Exhibit A

KPG Psomas Inc. Summary of Negotiated Costs Effective January 1, 2024 through December 31, 2024

Classification	Est Direct Salary	Office Overhead	Fee @ 30% of DL	2024 Inclusive Rate (Rounded to \$1)
	Costs (DSC)	@171.93% Of DSC	of DSC	
Principal	96.00	165.05	28.80	290
Engineering Manager I	75.00	128.95	22.50	226
Engineering Manager II	86.75	149.15	26.03	262
Asst. Engineering Manager	71.25	122.50	21.38	215
Senior Engineer I	64.25	110.47	19.28	194
Senior Engineer II	68.00	116.91	20.40	205
Project Engineer I	55.00	94.56	16.50	166
Project Engineer II	62.00	106.60	18.60	187
Design Engineer I	44.00	75.65	13.20	133
Design Engineer II	46.00	79.09	13.80	139
Design Engineer III	50.00	85.97	15.00	151
Engineering Technician	37.69	64.80	11.31	114
Technician	33.60	57.77	10.08	101
Engineering Assistant	30.23	51.97	9.07	91
Senior Project Manager Survey	82.73	142.24	24.82	250
Survey Crew I (w/Equip)	70.25	120.78	21.08	212
Survey Crew II (w/Equip)	89.50	153.88	26.85	270
Field Surveyor I	34.00	58.46	10.20	103
Field Surveyor II	44.50	76.51	13.35	134
Field Surveyor III	50.00	85.97	15.00	151
Project Surveyor I	51.00	87.68	15.30	154
Project Surveyor II	57.00	98.00	17.10	172
Surveyor I	31.00	53.30	9.30	94
Surveyor II	42.50	73.07	12.75	128
Surveyor III	47.50	81.67	14.25	143
Urban Design Manager	73.00	125.51	21.90	220
Senior Landscape Architect I	60.00	103.16	18.00	181
Senior Landscape Architect II	66.25	113.90	19.88	200
Project Landscape Architect I	51.50	88.54	15.45	155
Project Landscape Architect II	55.00	94.56	16.50	166
Landscape Designer I	34.75	59.75	10.43	105
Landscape Designer II	38.50	66.19	11.55	116
Landscape Designer III	44.00	75.65	13.20	133
Landscape Assistant	29.75	51.15	8.93	90
Senior Transportation Planner	67.50	116.05	20.25	204
Transportation Planner	40.38	69.43	12.11	122
Environmental Manager	75.00	128.95	22.50	226
Senior Environmental Planner I	60.00	103.16	18.00	181
Senior Environmental Planner II	81.00	139.26	24.30	245
Managing Biologist I	60.00	103.16	18.00	181
Managing Biologist II	67.00	115.19	20.10	202
Managing Biologist III	76.00	130.67	22.80	229
Senior Archaeologist	55.46	95.35	16.64	167
GIS Manager	52.89	90.93	15.87	160
Senior Biologist I	45.00	77.37	13.50	136
Senior Biologist II	52.00	89.40	15.60	157
Word Processor	39.18	67.36	11.75	118
Biologist I	26.00	44.70	7.80	79
Biologist II	35.00	60.18	10.50	106
Biologist III	42.00	72.21	12.60	127
Environmental Planner	52.00	89.40	15.60	157
Editor	29.99	51.56	9.00	91
GIS Tech	28.85	49.60	8.66	87
Cultural Resource Specialist	27.00	46.42	8.10	82
Senior Construction Manager	80.76	138.85	24.23	244
Construction Manager	65.00	111.75	19.50	196
Senior Resident Engineer	62.18	106.91	18.65	188
Resident Engineer	51.00	87.68	15.30	154
Assistant Resident Engineer	45.00	77.37	13.50	136
Senior Construction Observer	63.00	108.32	18.90	190
Construction Observer I	35.00	60.18	10.50	106
Construction Observer II	43.00	73.93	12.90	130
Construction Observer III	47.00	80.81	14.10	142
Construction Technician	32.00	55.02	9.60	97
Document Control Specialist I	38.00	65.33	11.40	115
Document Control Specialist II	44.75	76.94	13.43	135
Document Control Specialist III	48.25	82.96	14.48	146
Document Control Admin	34.32	59.01	10.30	104
Construction Assistant	30.00	51.58	9.00	91
CAD Manager	59.39	102.11	17.82	179
Senior CAD Technician	46.00	79.09	13.80	139
CAD Technician	41.00	70.49	12.30	124
Business Manager	58.52	100.61	17.56	177
Senior Admin	46.15	79.35	13.85	139
Office Admin	36.50	62.75	10.95	110
Office Assistant	32.50	55.88	9.75	98
Subs billed at cost plus 5%.				
Reimbursables billed at actual costs.				
Mileage billed at the current approved IRS mileage rate.				



ROBINSONSM
NOBLE

a terraphase company

Exhibit B

April 26, 2024

Olivia Paraschiv, PE
Project Manager/Engineering Department Manager
KPG PSOMAS
2502 South Jefferson Avenue
Tacoma, Washington 98402

sent via email to olivia.paraschiv@psomas.com

Subject: City of Sumner-166th Avenue and 64th Street East

Dear Ms. Paraschiv:

Robinson Noble (RN), a wholly owned subsidiary of Terraphase Engineering Inc., is please to present this scope of work and estimated budget for implementing our recommended remedial investigation and feasibility study (RI/FS) to complete the characterization of soil and groundwater contamination from the former gasoline service station and garage at 16602 64th Avenue East.

As noted in our recently submitted workplan for the subject, we have developed a series of interrelated tasks designed to complete an appropriate RI/FS for the site. Once the workplan is approved by the City of Sumner, Terraphase will submit this draft work plan to Ecology and the TPCHD for review and approval. Terraphase will also prepare a VCP application that will be submitted to Ecology along with the draft work plan. Once Ecology and TPCHD review the draft work plan, Terraphase will incorporate any requested changes into a final work plan, which will then be used as the formal work guide for site investigation/cleanup. Subject to possible agency revisions the RI/FS will include the following tasks:

- Task 1 – Install additional soil borings and monitoring wells to fully delineate and characterize soil and groundwater contamination.
- Task 2– Complete a remedial investigation/feasibility study (RI/FS).
- Task 3 – Prepare Draft Cleanup Action Plan (CAP) based on the results of the RI/FS.
- Task 4 – EIM data submission.

Additional Soil Borings and Monitoring Wells (Task 1)

We anticipate that each boring will be completed to the top of the peat (marsh deposit) or 15 feet below ground surface if the marsh deposit isn't encountered. During drilling, our onsite geologist will field screen the penetrated soils for signs of impact and collect representative soil samples for subsequent laboratory analyses. All soil samples will be submitted to a State accredited laboratory for analysis of gasoline- through oil-range hydrocarbons (Ecology Test Methods NWTPH-Gx and NWTPH

Exhibit B

April 26, 2024

Olivia Paraschiv, PE, Project Manager/Engineering Department Manager
City of Sumner-166th Avenue and 64th Street East

Dx/Dx) and related VOCs (EPA Test Method 8260), along with MTCA metals using EPA 6000/7000 series methods.

Following drilling, standard 2-inch diameter PVC monitoring wells will be set in each of the designated well borings and then developed to remove any loose formation material in preparation for groundwater sampling. Terraphase will then complete an initial groundwater monitoring event, sampling each of the new monitoring wells and any of the existing wells that are determined to still be usable. Each of the wells will be purged appropriately prior to sample collection, and all sampling will be conducted using Ecology prescribed low-flow sampling protocols. All groundwater samples will be submitted to a State accredited laboratory for analysis of gasoline- through oil-range hydrocarbons (Ecology Test Methods NWTPH-Gx and NWTPH Dx/Dx) and related VOCs (EPA Test Method 8260), and MTCA metals using EPA 6000/7000 series methods. It is assumed that the new soil and groundwater analytical data will provide sufficient information, combined with previously collected data, to proceed with the completion of an RI/FS.

The actual number of soil borings and groundwater monitoring wells may vary depending on the observations made during drilling. If the boundaries are delineated prior the completion of all the planned borings, the scope will be adjusted to eliminate unneeded locations. We estimate that a maximum of fourteen soil borings and ten groundwater monitoring wells will be installed.

Remedial Investigation/Feasibility Study (Task 2)

At the conclusion of the work described above, Terraphase will complete an RI/FS, which will be submitted to Ecology on behalf of the City of Sumner. The RI portion of the report will include a comprehensive description of all investigative actions completed to date at the site, and a discussion of any data gaps or recommendations for additional site investigation. The FS portion of the report will include a full evaluation of possible closure options for the site. Unless an established model remedy is used, the FS will also include a disproportionate cost analysis (DCA) to evaluate the effectiveness of each closure option weighed against the implementation cost of each option. The final RI/FS will be submitted to Ecology with a site closure recommendation based on the results of the DCA. Following Ecology's review of the RI/FS, presuming Ecology concurs with our recommendations, Terraphase will submit an additional work order to implement final site closure. The RI/FS will also be submitted to the TPCHD for review and approval.

Draft Cleanup Action Plan (Task 3)

Based on the findings of the RI/FS, Terraphase will develop a draft Cleanup Action Plan (CAP) for the site. Components of the CAP cannot be determined exactly until the RI/FS has been completed. However, based on our current understanding of the site contamination, components of the CAP will likely include the excavation of contaminated soils, and at least one year of quarterly groundwater monitoring, which depending on site conditions, may be followed by longer-term annual monitoring and implementation of an environmental covenant if the selected remedy does not remove all the contamination. Other components of the CAP may involve in-situ treatment of soil and groundwater impacts, although existing data suggests that groundwater treatment beyond the removal of contaminated soils may not

be necessary. We will prepare a draft implementation budget for the CAP for your review concurrently with the draft CAP.

EIM Submission (Task 4)

As is required for all final NFA determinations, all analytical data will be submitted to Ecology's Environmental Information Management (EIM) system. This will include, to the degree possible, analytical data collected by previous consultants, together with all new analytical data collected during the implementation of this work plan.

Cost Estimate and Schedule

Schedule

Once the work plan is approved by Ecology the TPCHD, we estimate that the RI/FS and draft CAP can be completed within approximately three months. Soil boring and monitoring well installation will require approximately five working days. Subsequent well development and sampling of the completed wells will require two to three working days.

Cost Estimate

The estimated costs detailed below are based on a maximum of ten groundwater monitoring wells, and fourteen soil borings. It is possible that the contaminant boundaries can be determined with fewer borings and wells. If this occurs, the actual costs will be less. Please note that subcontracted costs assume prevailing wages where applicable. Costs are estimated assuming daytime work hours from 6 AM to 6PM. The estimated costs for subcontracted services may be higher if nighttime or weekend work is required. Our professional service rates will not change based on work hours. The costs presented below assume nighttime work for up to three days for the drilling within the right-of-way. The cost of nighttime work is estimated at \$3,000.

Exhibit B

April 26, 2024

Olivia Paraschiv, PE, Project Manager/Engineering Department Manager

City of Sumner-166th Avenue and 64th Street East

Category	Rate	Task 1 Additional Borings		Task 2: RI/FS		Task 3: Draft CAP		Task 4: EIM Submission		TOTALS	
		Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Principal	\$ 292.38	12	\$ 3,509	8	\$ 2,339	8	\$ 2,339	8	\$ 2,339	36	\$ 10,526
Associate	\$ 208.11	15	\$ 3,122	15	\$ 3,122	40	\$ 8,324	24	\$ 4,995	94	\$ 19,562
Project	\$ 158.59		\$ -	40	\$ 6,343	35	\$ 5,550	16	\$ 2,537	91	\$ 14,431
Senior Staff 2	\$ 166.43		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Staff 1	\$ 134.81		\$ -	24	\$ 3,236		\$ -		\$ -	24	\$ 3,236
Technician 3	\$ 115.92	10	\$ 1,159		\$ -	16	\$ 1,855	4	\$ 464	30	\$ 3,478
Senior Editor/ Senior Project Coordinator	\$ 157.20	2	\$ 314		\$ -	4	\$ 629	8	\$ 1,258	14	\$ 2,201
Administrator/ Project Assistant	\$ 154.83	2	\$ 310		\$ -		\$ -		\$ -	2	\$ 310
Total Terraphase Labor			\$ 8,413		\$ 15,040		\$ 18,697		\$ 11,592		\$ 53,743
Holocene Drilling	\$ 33,600.00		\$ -	1	\$ 33,600		\$ -		\$ -	1	\$ 30,600
Libby Mobile Lab	\$ 3,500.00		\$ -	6	\$ 21,000		\$ -		\$ -	6	\$ 21,000
Libby Fixed Lab	\$ 600.00		\$ -	10	\$ 6,000		\$ -		\$ -	10	\$ 6,000
Traffic Control \$10,000	\$ 10,000.00		\$ -	1	\$ 10,000		\$ -		\$ -	1	\$ 10,000
Utility Location	\$ 2,000.00		\$ -	1	\$ 2,000		\$ -		\$ -	1	\$ 2,000
Total Subcontractor Costs			\$ -		\$ 72,600		\$ -		\$ -		\$ 69,600
Direct Cost Handling	10.0%		\$ -		\$ 7,260		\$ -		\$ -		\$ 7,260
Total Direct Costs			\$ -		\$ 79,860		\$ -		\$ -		\$ 78,960
IPad and Electronic Field Data (day)	\$ 38.00		\$ -	8	\$ 304		\$ -		\$ -	8	\$ 304
Daily Consumables (includes gloves, ziplock bags and trash bags)	\$ 23.00		\$ -	8	\$ 184		\$ -		\$ -	8	\$ 184
Field Health and Safety and Decon Supplies (daily fee)	\$ 32.00		\$ -	8	\$ 256		\$ -		\$ -	8	\$ 256
Photoionization Detector (PID) (week)	\$ 368.00		\$ -	2	\$ 736		\$ -		\$ -	2	\$ 736
Water Quality Meter	\$ 212.00		\$ -	3	\$ 636		\$ -		\$ -	3	\$ 636
Low-Flow Bladder Pump	\$ 186.00		\$ -	3	\$ 558		\$ -		\$ -	3	\$ 558
Bladders for Low- Flow Pump	\$ 6.00		\$ -	12	\$ 72		\$ -		\$ -	12	\$ 72

Exhibit B

April 26, 2024

Olivia Paraschiv, PE, Project Manager/Engineering Department Manager
City of Sumner-166th Avenue and 64th Street East

Category	Rate	Task 1 Additional Borings		Task 2: RI/FS		Task 3: Draft CAP		Task 4: EIM Submission		TOTALS	
		Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Poly Tubing	\$ 3.00		\$ -	100	\$ 300		\$ -		\$ -	100	\$ 300
Generator & Fuel	\$ 75.00		\$ -	3	\$ 225		\$ -		\$ -	3	\$ 225
Total Terraphase Equipment/Supplies (ERS)			\$ -		\$ 3,271		\$ -		\$ -		\$ 3,271
Mileage	\$ 0.670	27	\$ 18.09	270	\$ 180.90		\$ -		\$ -	297	\$ 198.99
Total Travel Costs			\$ 18.09		\$ 180.90		\$ -		\$ -		\$ 198.99
Total Estimated Project Unit Costs			\$ 8,432		\$ 98,351		\$ 18,697		\$ 11,592		\$ 137,073

Notes: These costs assume that the maximum number of soil borings and groundwater monitoring wells will be needed.

As noted above, the estimated cost for completing the RI/FS and CAP is \$137, 253. We understand that the work will be governed under a KPG PSOMAS subconsultant agreement. Budgets for implementation of the final CAP and post-remediation monitoring (if needed) will be presented along with the completed CAP.

Closing

Terraphase is grateful for the opportunity to offer our services on this important project. If you have any questions or comments regarding this submittal, please contact John Hildenbrand at 253-732-7426, or via email to john.hildenbrand@terrphase.com

Sincerely,

for Terraphase Engineering Inc.

John F. Hildenbrand
Principal Environmental Scientist

Acceptance of Proposal

The cost, specifications, and conditions outlined herein are satisfactory and are hereby accepted.
Terraphase is authorized to proceed with the work, as specified.

This proposal is hereby accepted by a duly authorized representative of the Client to whom it is addressed:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit C

Exhibit C DBE Participation Plan

This project has a DBE goal of 11%. KPG will meet this goal by utilizing the DBE certified subconsultants listed below. **Items in bold have been added or revised.**

- HWA GeoSciences, Inc.
 - Cert# D5F0024692
 - Total Budget \$81,081.00
 - DBE Commitment \$64,000.00
 - Scope of Work: Geotechnical Engineering
- Aqua Terr Cultural Resource Consultants (Sub to Widener & Associates)
 - Cert# D2F002310
 - Total Budget \$8,968.98
 - DBE Commitment \$8,500.00
 - Scope of Work: Cultural Resources
- Osborn Consulting, Inc.
 - Cert# D2F0019030
 - Total Budget \$84,578.26
 - DBE Commitment \$84,000.00
 - Scope of Work: Stream Channel and Culvert Design
- **Widener & Associates**
 - **Cert# D2F0026333**
 - **Total Budget \$178,379.40**
 - **DBE Commitment \$17,000.00**
 - **Scope of Work: Environmental Documentation and Permit Coordination**

Total commitment to DBE for Design: **\$173,500.00**

DBE Goal 11% = **\$173,310.24**

KPG Psomas Inc. Staff responsibility for reporting:

- **Lucy Ostrom**
- **Office Manager**
- **Lucy.Ostrom@Psomas.com**



Monthly Project Management Report

May 2024

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Major Projects

Project: Stewart Road Bridge Replacement (13-08)		Project Manager: Drew McCarty	Budget: \$33,500,000
Finance: \$7,000,000 NHFP Grant, \$6,000,000 TIB Grant, \$2,800,000 Congressional Appropriation, \$6,833,959 STP Grant, \$187,074 City of Sumner, \$4,260,000 Pierce County, \$50,000 Tarragon, \$3,000,000 FMSIB, \$50,000 Port of Tacoma, \$150,000 City of Auburn			
Description: This project will replace the existing two lane bridge over the White River at Stewart Road. The existing bridge will be removed. The new bridge will accommodate four lanes of traffic, and a separated shared use path on the north side of the roadway. Adjacent intersections at Butte Avenue and 140th Street Court East will be modified to accommodate the new roadway grade and lane configurations.			
Schedule/Milestones: ■ Selection of Design Consultant (10/13) ■ Design Consultant Contract Award (12/13) ■ ROW Environmental Review Completed (11/16) ■ Start Final Design (2/21) □ ROW Acquisitions Complete (6/24) ■ Design Complete (9/23) □ Construction Contract Award (9/24) □ Construction Complete (12/26)		Status: 04/2024 - Removal of the Luminaire on the existing NW quadrant mast arm at the 140th St/Stewart Rd intersection. Work was pending to be completed after storm season. This has been completed. 5/2024 - Currently working through the PSE easement with pierce county and to include letter from Puyallup Tribes. 1/2023 - Currently working through the PSE easement with pierce county. 12/2023 - 4 ROW easement agreements have been worked through with pierce county and will be going to PW committee for approval and then to council for approval. Currently working through the PSE easement with pierce county. 11/2023 - Working on removal of the Luminaire on the existing NW quadrant mast arm at the 140th St/Stewart Rd intersection. Work to be completed after storm season (tentatively planning for early March). Construction Obligation Paperwork in process to be sent to WSDOT for approval once ROW is completed. 100% plans at City for review, acquiring Right of Way and permitting, and coordinating utility relocations City is Reviewing 90% Design Plans Final Design Kickoff completed, Value Engineering Effort Underway. BergerABAM is completing the environmental design and right of way acquisitions. Project is in formal ESA consultations since 2/2019. Project awarded new grants (City of Auburn \$150,000)(Federal STP funds \$4,920,000, construction phase; Port of Tacoma, \$50,000, design phase) Pacific has received full funding for the design, ROW and construction of their adjacent project. The right of way services are now under contract. BergerABAM is beginning the preliminary work to engage the property owners. The Scope and Budget for Right of Way services has been received and will go to the 6/19 Council Meeting. The City is currently working with BergerABAM on the Scope & Fee for Right of Way services. The City is working with WSDOT and PSRC to finalize a process that will allow the right of way to proceed concurrent with the environmental studies of the White River currently being undertaken.	
Next Critical Activities (dates): Right-of-Way Acquisition (ongoing)			
Next Council Actions (dates): Right-of-Way Acquisition (ongoing)			
Next Public Actions (dates):			

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

Project: 166 th Ave E Widening (13-11)		Project Manager: Michael Kosa	Budget: \$16 Million (15% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP), \$500,000 State Leg Appropriation			
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps			
Schedule/Milestones: ■ Consultant Award (12/18) ■ Intersection Control Evaluation (6/20) ■ Concept Report Complete (07/20) ■ WSDOT Preliminary Design Approval (1/23) ☐ Complete Fish Passage Culvert Design/Permitting (12/24) ☐ Design/ROW Complete (2/25) ☐ Construction Complete (12/27)		Status: Design Development underway for preliminary roadway and culvert/creek design Updated scope in progress. Concept report approved. Project will contact adjacent property owners, then publicize the findings. Concept Report (Intersection Control Evaluation) being reviewed at WSDOT.	
Next Critical Activities (dates): Complete Fish Passage Culvert Design/Permitting (12/24)			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Fryar Ave Trail (14-01)		Project Manager: Andrew Leach	Budget: \$5,000,000 (construction unfunded), \$580,000 design, federal and City REET
Finance: \$197,760.00 (CMAQ-Design Only) and \$30,864 (City)			
Description: To design the last missing link of trail in town between Bridge Street Bridge and Fryar Bridge. The trail currently consists of a sidewalk & bike lane.			
Schedule/Milestones: ☒ Selection of Design Consultant (05/14) ☒ Design Consultant Contract Award (05/14) ☒ Consultant Supplement Award (6/21) ☒ Resume Design (7/21) ☐ Design Complete (12/24) ☐ Begin ROW Phase (1/25) ☐ Begin Construction Phase (2/25) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: The City is currently working on hiring a ROW consultant. The City will be receiving grant funding for the ROW phase of the project. The City is currently moving forward with the design and environmental phases of the project. The City is currently looking at grant opportunities to purchase right-of-way and moving forward with the environmental phase of the project. The design on this project is moving forward. A few alternatives for the trail layout were reviewed and a final layout was selected. Selecting the final layout will allow for the environmental phase to move forward. The design on this project is on hold until FEMA discussions allow for the trail to be constructed in the floodway. BergerABAM is proceeding with the design.	
Next Critical Activities (dates): Design Complete (12/24)			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Left Bank Setback/White River Restoration (14-10)		Project Manager: Doug Beagle/Robby Wright	Budget: \$60 Million
Description: Enhance nearly 3.2 miles of riverbank. The channel will be widened by up to 200ft landward of the ordinary high to allow capacity for 100-yr event			
Schedule/Milestones: ■ Selection of Design Consultant (09/14) ■ Design Consultant Contract Award (09/14) ■ Design Complete – 24th St (05/22) ■ Bid Award – 24th St (06/22) ■ Construction Complete – 24th (01/24) ☐ Phase 1 Bid Advertisement (05/24) ☐ Bid/Award – White River Restoration (06/24) ☐ Construction Complete (12/27) ☐ ROW Acquisition (TBD)		Status: Preparing bid package for phase 1 earthwork contract Contractor for the 24th St E Utility Relocation project has achieved Substantial Completion and is working on the punchlist. Currently in the RFQ process for a CM consultant. Expected to have a consultant selected and scope/fee agreed on for June PW Committee meeting. Contractor for the 24th St E Utility Relocation project has complete drilling for the new sewer and water lines and will soon start construction of the new pump station. Preparing CM consultant RFQ for expected advertisement early February. The Contractor for the 24th St E Utility Relocation project has mobilized and is working on drilling for the new sewer and water lines. Working through pre-construction and material procurement with the 24th St Utility Relocation project (CIP 18-03) contractor (Johansen Construction). Construction is expected to start in January 2023. Bids opening on 6/7/22 for 24th St Utility Relocation project (CIP 18-03). Permit Submitted to June Corp April 2021, out for Public Comment Moving from 65% to 90% Plans NSD Consultant Supplement Contract PW committee Meeting August A meeting took place on 5/11 and the next meeting is scheduled for 6/8. Draft Hydraulic and Sediment reports have been presented to the Dialogue Group and the next meeting is scheduled for May 11th. Hydraulic and Sediment models are under review. The dialogue group continues to meet. Consultant has begun hydraulic and sediment work. Two (2) Consultant Service Contracts are going to the 7/18/16 Council Meeting. One is Amendment #2 with West Consultants and the 2nd is with Natural Systems Design.	
Next Critical Activities (dates):			
Next Council Actions (dates): ROW Acquisition (TBD) CM Contract (Expected June)			
Next Public Actions (dates):			

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

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

Project: 410/Traffic Ave Interchange (15-04)	Project Manager: Andrew Leach	Budget: \$17,000,000; Construction 100% grant funded
Description: Construct a new overpass for the SR 410/Traffic Ave Interchange to meet the demands of freight and commuter traffic.		
Finance: <i>Design:</i> Sound Transit \$100K, WA State Legislature #1 \$300K, Private Dev. \$75K, Port of Tacoma #1 \$11.5K, City of Sumner \$75K, STP Grant \$313K <i>Construction:</i> FIMSB \$2.5M, Sound Transit \$5.0M, Port of Tacoma #2 \$45k, WA State Legislature #2 \$500K, Private Development \$1.0M, TIB \$3M		
Schedule/Milestones: ■ Selection of IJR Consultant (10/15) ■ Preliminary Design Consultant Contract Award (08/16) ■ Final Design Consultant Contract Award 07/17) ■ Final Design Complete (12/18) ■ Construction Contract Award (07/19) ■ Construction Complete (1/22) ☐ Project Acceptance (6/24)	Status: City is working on the project closeout process with the contractor. Contract is in the plant establishment period of the project. Contractor has completed final paving. Contractor is now working on streetlights and landscaping. New signals have been installed. Contractor is working near final paving. Contractor is working on new signals on either end of the new bridge. Construction on new bridge has started. Construction has begun, contractor is working on temp water main. Ceccanti, Inc. was awarded the contract at the July 22nd special council meeting. A preconstruction meeting will be scheduled for early August. Bids opened 7/3/19. The final design is currently underway. The consultant agreement with Parametrix has been executed and the final design will begin in July.	

Project: Operations Facilities (17-13)	Project Manager: Alisa O'Haver-Ayala	Budget: \$30-40 Million (General and Utility Funds)
Description: Construct a new operations facility to house the water, sewer, storm and street maintenance staff and equipment. The current shops facility will be modified to house the Parks & Facilities maintenance staff and equipment as well as the community float, 1932 Kenworth fire engine, DARE GTO and the Police Department's impound and oversized evidence.		
Schedule/Milestones: ■ Consultant Services Contract (08/18) ■ Design Complete (8/22) ■ Phase 1: Early Works Contract Award (09/23) ■ Phase 2: North Parcel Contract Award (04/24) ☐ Phase 1: Early Works Construction Complete (Q3-2024) ☐ Phase 2: North Parcel Construction Complete (Q1-2025) ☐ Phase 3: Operations Facility Contract Award (Q4-2024) ☐ Construction Complete (Q1 2026)	Status: The Pre-Construction meeting for the North Parcel is scheduled for 5/14 and the Contractor is expected to start work this month. The preload on the main site is being moved to the 4 th (and final) phase and is expected to be complete in Q3. The preload is complete for 2 of the 4 preload phases and the 3rd phase is currently preloaded and is being monitored to verify it reaches the required compaction — this is likely to be achieved in June. The North Parcel is ready for the Phase 2 contractor when this contract is awarded in April. The earthwork for 2 of the 4 preload phases is still in place until early February to receive the required compaction. A Construction Management consultant has been selected and the scope and the consultant agreement will be presented to PW Committee and council in February. The Contractor (Rodarte) has complete the abatement and demolition of the buildings. The earthwork for 2 of the 4 preload phases is in place and is expected to sit until late January to receive the required compaction. A RFQ for Construction Management (CM) Services was advertised and the City received 7 SOQs from interested consultants. The team is working on choosing a consultant in December. The Early Work Package was awarded to Rodarte Construction. The abatement and demolition of the existing buildings is complete and the first phase of preload will be in place before Thanksgiving. This expected to be settled/compacted in early January.	
Next Critical Activities (dates):		

Next Council Actions (dates): Q4-2024 Construction Contract Award for Phase 3: Operations Facility	The City was successful in getting the Public Works Trust Fund Loan for the construction of the decant facility on the north parcel. Early Works Package for demo and pre-load is out to bid. Bids open on 8/31. Applied for a Public Works Trust Fund Loan for the construction of the decant facility on the north parcel, we will hear back on this in early September. Preparing Package 1: Demo & Pre-Load for bid in August. Demolition and Fill & Grade Permits have been issued by the City for this work. The Hearing Examiner's decision regarding the Conditional Use Permit was issued on 02/06/23. Building Permit has been submitted and is in review. Consultant working towards 100% plans and submitting for Building Permit. Open House 9-30-21 4 – 7 pm onsite Amendment being brought to February PWC for final design and construction management. Review of final concept 11-24-20 Work group session have begun and waiting for review of sessions. The Consultant contract has been fully executed. Consultant has been selected and working through scope and fee. RFP for Consultant Services to be advertised in February. Properties are under contract with new phase 1 environmental being done soon. Consultant is working on initial diagram/layout of facility. In negotiations with property owners and wrapping up. Design consultant has done 3-D modeling/massing studies at multiple locations. Site locations have been narrowed down and the City is moving forward with contacting property owners.
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Project: Rainier View Covered Court (18-04)	Project Manager: Andrew Leach	Budget: \$1,475,000
Description: This project consists of renovating the basketball court at Rainier View Park. The court will be covered with a new roof to encourage use in all weather conditions and include ADA upgrades. The court will also be painted to accommodate basketball, volleyball and pickle ball courts. The City has received grant funding from RCO and Washington State's Local Community Project Program.		
Schedule/Milestones: ☒ Consultant Services Contract (10/21) ☒ Design Complete (8/23) ☒ Construction Contract Award (9/23) ☐ Construction Complete (12/24)	Status: Contractor has started work on the project. The City is working with the contractor to order long lead items. The City received 4 bids on 8/29/2023. Andy Johnson & Company, Inc. was the low bidder. The City is moving forward with the design of the project. The Consultant contract has been fully executed.	
Next Critical Activities (dates):		
Next Council Actions (dates):		

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

Project: Main St/Wood Ave Intersection Improvements (19-02)		Project Manager: Courtney Littrell and Alisa O'Haver-Ayala	Budget: \$209K (Design), \$250K (ROW), \$1.8M (Con.)
Finance: City funds \$1,864,000, Federal STP Funds \$405,000, \$225,000, \$1,330,000.			
Description: Develop design for replacing the obsolete signal and complete ADA upgrades to bring the intersection into compliance			
Schedule/Milestones: ■ Design Award (10/19) ■ Begin ROW Acquisition (09/20) ■ 90% Design (5/21) ■ Design Complete (6/22) ■ Complete ROW Acquisition (6/22) ■ Obligate Construction (8/22) ■ Advertise for Construction (10/22) ■ Contract Award (12/22) ■ Begin Construction (5/23) □ Complete Construction (6/24)		Status: Utility poles have been removed, trees have been planted, and final storm connection has been made. Currently waiting for the delivery of the signal poles. All communication lines have been relocated underground. Pole removal to take place in the near future, and work will resume by the contractor to complete their storm line connection and install signal poles. Intersection is open with permanent striping and the project is suspended. Work will resume once Zayo has relocated their communication line to the JUT and the utility pole is removed. The project will then be resuspended until the new signal poles arrive and can be installed. Intersection has been poured with the stamped colored concrete and sidewalks are complete. Intersection is set to be reopened by Aug. 4 th . PSE has completed their power line relocation.	

Next Critical Activities (dates):	All utility work has been completed besides relocation of power and communication lines. Sidewalks are being poured, and intersection will be closed for one month starting Wednesday July 5th. The closure will last approximately 4 weeks, and the intersection will be graded and paved during the closure. Project construction started on May 1st. Construction is currently ongoing with night work. Sewer and storm main replacements are nearing completion, and the water main work has started. The Joint Utility Trench (JUT) will begin in the next week to relocate the overhead power and communication lines underground through the intersection. Project is currently suspended due to material procurement. Construction is anticipated to begin in May. Project is out for bid and the Construction Management Services Consultant has been selected. Project to be advertised for construction in October Additional federal funding acquired. WSDOT Review set being developed, 2 of 4 ROW acquisitions complete 90% Design at City for Review Beginning 90% design, ROW acquisition, City funding Construction phase in 2022 Internal review of 30% Design. Additional funding acquired for right-of-way acquisition phase. Project progressing toward 30% design. Project survey complete in November. Consultant agreement award at Council. Consultant selection completed. Developing consultant agreement. Staff is completing federal obligation paperwork.
Next Council Actions (dates):	
Next Public Actions (dates):	

Project: Alder & Kincaid Utility Improvements (19-05)	Project Manager: Alisa O'Haver-Ayala	Budget: \$7,002,990
Description: Replacement of utilities in the Alder and Kincaid Right-of-Way in the vicinity of the Red Apple property. Necessary to replace aging infrastructure and support the town center plan redevelopment.		
Schedule/Milestones: ■ Select Design Consultant (10/19) ■ Award Final Design Contract (7/20) ■ Bid Award (06/22) ■ Construction Complete (02/24)	Status: The Contractor achieved Physical Completion. This project is in closeout. The Contractor achieved Substantial Completion and is working through completing punchlist items. The majority of construction was completed in July. The only remaining item is hydroseeding (must wait until after 9/1/23). Contractor has completed the south half of the Main St / Kincaid Ave / Cherry Ave intersection and is working on the north half. Cherry Ave is still under construction. Kincaid Avenue has been re-opened and Cherry Avenue is closed for construction. Construction at the Main St. intersection is expected to start on 4/3. Contractor is making progress on installation of waterline and water service connections in Kincaid Avenue, Academy Street, and Park Street. There are some material procurement challenges with the parts for the water service connections City gave Notice to Proceed (NTP) to the contractor (Reed) on 8/8/22 Construction bids opened on 05/19. Pending award. Consultant is packaging phase 1 of the bid set plans/specs with the Academy Street Bike Lanes project for construction under the Town Center: Utility and Woonerf project. Design work has begun to incorporate Main Street Visioning streetscape components along with the Academy Street Bike Lanes within Alder and Kincaid around Heritage Park.	
Next Critical Activities (Dates):		
Next Council Actions (dates): Project Acceptance (TBD)		
Next Public Actions (dates):		

Project: Ryan House Historic Rehabilitation (19-07)		Project Manager: Drew McCarty	Budget: \$825,000 + \$750,000 = \$1,575,000 (Grants)
Description: Rehabilitation of the Ryan house Phase 1 to include structural upgrades, structural repairs and ADA accessibility.			
Schedule/Milestones: ☒ Design Consultant (11/22) ☐ Select Contractor (XX/XX) ☐ Construction Complete (XX/XX)		Status: May 2024 – Project is on hold April 2024 – Project is on hold March 2024 – Project is on hold January 2024 – Project is on hold until after LUPA Determination November 2023 – Project is on hold until after Growth Management Act & LUPA Determination October 2023 – Petition sent to city on the Growth management Act & LUPA for the Demolition Permit September 2023 – Council voted to demolish the Ryan House September 2023 – Ryan House to Council based on Finance Committee recommendation. August 2023 – Ryan House Update at Finance Committee to present options on which way to go with the Ryan House June 2023 – Received a schematic design cost estimate & WJE is working through drawings for Phase 1 June 2023 – Dickson Company to perform abatement June 2023 – Additional Openings completed by City Staff for WJE Inspection May 2023 – Received \$750,000 grant from LTAC May 2023 – Take Ryan House Rehabilitation Project to Finance Committee March 2023 – Pierce Count Grant Contract to be Executed March 2023 – WJE to assess Interior & Exterior inspection openings for structural upgrades February 2023 – Additional Asbestos discovered; testing was performed. Mastic in ceiling tile adhesive in cedar cabin February 2023 – WJE performing Interior & Exterior inspections for Phase 1 January 2023 – WJE Selected as Design Consultant	
Next Critical Activities (dates): Project is on hold until after Growth Management Act & LUPA Determination			
Next Council Actions (dates):			

Project: 160 th Retrofit and Pervious Sidewalks (19-08)		Project Manager: Andrew Leach	Budget: \$450,000 (State and City funds)
Finance: Ecology and Complete Street Funds			
Description: Installing pervious sidewalks on 160 th that will fill in the sidewalk gap between the YMCA and main Street			
Schedule/Milestones: ■ Selection of Design Consultant (09/19) ■ Design Consultant Contract Award (03/20) ■ Design Complete (3/22) ■ Construction Contract Award (4/22) ■ Construction Complete (12/23)		Status: Project is physically complete and is now in closeout process. Project is substantially complete and is in the plant establishment period. Construction has begun. Contractor has installed the storm line and is graded for curb and gutter. The project is awarded and awaiting start of construction. Plans have been approved by Ecology. The project will be going out to bid. The 100% plans have been submitted to Ecology for review. 90% Plans have been accepted by Ecology. The City is finalizing the 100% plans and will be sending them to Ecology for review before bidding the project for construction. The 90% design is with Ecology for Review. Design is 30% complete and moving forward to final design. Starting project design. Grant agreement passed by Council. City is working on grant agreement with DOE. Staff is currently reviewing SOQs to select a design consultant for the project.	
Next Critical Activities (dates):			
Next Council Actions (dates): Project Acceptance (6/24)			
Next Public Actions (dates): N/A			

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

Project LS #2 and #6 Control Panel Replacement (20-04)	Project Manager: Drew McCarty	Budget: \$1,010,000
Description: Design and installation of replacement control panels at lift stations #2 and #6		
Schedule/Milestones: ☒ Select Design Consultant (10/20) ☐ Bid Award (05/24) ☐ Construction Complete (12/24)	Status: Due to long lead times of PLC hardware and procurement, project will be advertised in 5/2024. Design is complete & finalizing project specs/front end documents to advertise. PLC Hardware and Panels to be ordered by the city April 2023. PLC Hardware and Panels have been procured. Plan to advertise Project the end of the Summer.	
Next Critical Activities (Dates): Project Advertised 05/24		
Next Council Actions (dates): Bid Award 10/23		
Next Public Actions (dates): N/A		

Project: Rivergrove Community Pedestrian Bridge over SR 410 (20-07)	Project Manager: Andrew Leach	Budget: \$5,000,000
Finance: Sound Transit funds (\$452,000) (Design Only)		
Description: Construct a new pedestrian bridge over SR 410 at Sumner Ave to provide a non-motorized connection to the Rivergrove Neighborhood.		
Schedule/Milestones: ☒ Grant Agreement Complete (06/20) ☒ RFQ (06/20) ☒ Consultant Agreement Award (12/20) ☐ Design Complete (12/25) ☐ Construction Complete (12/27)	Status: The 30% plans have been reviewed and approved by WSDOT. The 30% plans are complete and have been sent to WSDOT for approval. The Consultant is working towards 30% design of the project. Contract will be awarded at the December Council Meeting The City has completed consultant interviews and will be working with V+M Structural Design to execute a scope and fee. City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): Consultant Design Supplement (6/24)		
Next Council Actions (dates): Consultant Design Supplement (6/24)		
Next Public Actions (dates):		

Project: Academy Street Bike Lanes (20-08)		Project Manager: Alisa O’Haver-Ayala	Budget: \$1,342,700
Finance: Sound Transit funds (\$875,000)			
Description: Develop an east-west bicycle corridor extending east from the Sumner Sound Transit Station to Wood Avenue.			
Schedule/Milestones: ■ Grant Agreement Complete (06/20) ■ RFQ (06/20) ■ Consultant Agreement Award (10/20) ■ Preliminary Design Complete (3/21) ■ Public Outreach (04/21) ■ Design Complete (4/22) ■ Construction Contract Award (06/22) ■ Construction Complete (02/24)		Status: The Contractor achieved Physical Completion. This project is in closeout. The Contractor achieved Substantial Completion and is working through completing punchlist items. The majority of construction was completed in July. The only remaining item is hydroseeding (must wait until after 9/1/23). Contract awarded to Reed Construction. Notice to Proceed (NTP) issued on 8/8/22. Construction bids opened on 05/19. Pending award. Consultant is packaging bid set plans/specs with the Alder/Kincaid Utilities project for construction under the Town Center: Utility and Woonerf project. Public Engagement completing, consultant beginning Final Design Consultant beginning conceptual design phase City is evaluating consultant qualifications City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates):			
Next Council Actions (dates): Project Acceptance (TBD)			
Next Public Actions (dates):			

Project: Sidewalk Improvements (20-10)		Project Manager: Andrew Leach	Budget: \$1.7 million
Description: This project provides for the improvement of sidewalk and ADA curb ramps within the Sound Transit Focus Area and Rivergrove Area. The project also includes erosion control, installation of new hydrants, storm utilities and electrical conduit for future street lighting, as well as paving, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications.			
Schedule/Milestones: ■ Consultant Services Contract (09/20) ■ Design Complete (05/21) ■ Construction Contract Award (06/21) ■ Construction Complete (11/22)		Status: The City is working on the closeout process with the contractor. Project has reached substantial completion. Contractor is working on punchlist items. Contractor is steadily moving forward with sidewalk replacement. Contractor is almost complete with the sidewalk work in the Rivergrove Neighborhood. Contractor is currently working on Ryan Ave and Maple Street Construction is set to begin beginning of August Project is out to bid and the construct contract award will go to City Council in 06/21.	
Next Critical Activities (dates): Project Acceptance (6/24)			
Next Council Actions (dates): Project Acceptance (6/24)			

Project: Treatment Facility Access Platforms (21-04)		Project Manager: Drew McCarty and Alisa O'Haver-Ayala	Budget: \$135,000
Description: Installation of access platforms at the headworks screens.			
Schedule/Milestones: ☒ Select Design Consultant (5/21) ☒ Bid Award (2/23) ☐ Construction Complete (9/23)		Status: 5/2024 - Contractor is currently working through punch list items/special inspections. 08/14/2023 - Platform arrived on site and contractor has been working to install. Stairs will arrive any day for install and the contractor will complete the piping work during stair install. 08/2023 - Contractor shall install platform & complete piping modification work 07/2023 - Contractor shall perform some piping modification work 03/2023 - NTP to Contractor 03/2023 - Preconstruction meeting with Contractor (Aqua Tech) 2/27/2023 - Contract Executed with Contractor The bid package is being prepared to solicit for construction bids. Bid package has been advertised & Bids are due on 2/2/2023 Staff has reviewed 90% design drawings.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

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

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

Project: Sumner Tank Recoating (21-10)		Project Manager: Andrew Leach	Budget: \$657,000
Description: Recoating of the Sumner Springs Reservoir.			
Schedule/Milestones: ■ Select Design Consultant (6/21) ■ Bid Award (10/22) ■ Construction Complete (6/23)		Status: Construction is complete. City is working on the closeout process with the contractor. Construction is underway. Construction contract Awarded to Coatings Unlimited. Work to begin in December 2022. Approved by department of health, pending advertisement 90% plans at Department of Health for Review	
Next Critical Activities (dates): Project Acceptance (6/24)			
Next Council Actions (dates): Project Acceptance (6/24)			

Project: Maple St Ped Signal, Citywide Backplates (21-11)		Project Manager: Alisa O'Haver-Ayala	Budget: \$431,000 (95% federal, 5% city general fund)
Description: Upgrade Traffic Ave and Maple St Crosswalk to a pedestrian signal, install signal backplates.			
Schedule/Milestones: ☒ Programming (9/21) ☒ Consultant Services Agreement (3/22) ☒ Design Complete (03/23) ☒ Reject All Bids (01/24) ☐ Construction Contract Award (03/24) ☐ Construction Complete (03/25)		Status: City staff are working with WSDOT to receive additional grant funding to cover the full cost of this project. Council approved Resolution to reject all bids and re-bid. This project is out to bid with bid opening expected on 12/12/2023. Design is complete. Working through obligation process with WSDOT. WSDOT NEPA documentation has been approved. Consultant has completed 100% design and NEPA documentation has been resubmitted. Met with WSDOT for NEPA kick-off. Consultant is continuing design with preferred alternative. Consultant is beginning design. A consultant agreement will be at Council in March. Qualifications of firms are being evaluated. Interviews in January. RFQ advertised. Project being programed and obligated to begin the design phase	
Next Critical Activities (dates):			
Next Council Actions (dates): 03/18/24 Construction Contract			

Projec Biosolids Dryer Replacement (21-17)		Project Manager: Ryan Johnstone	Budget: \$16-20 Million
Description: Biosolids Equipment Modernization at the Wastewater Treatment Facility.			
Schedule/Milestones: ☒ Consultant Services Agreement (2/22) ☒ Concept Report (12/22) ☐ Final Design Complete (12/24) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: Advertisement for procurement of Biosolids Dryer complete and low apparent bid selected. Bid is currently being evaluated by staff and consultant for responsiveness to technical specifications. City reviewing preprocurement bid document Beginning Final Design, project currently experiencing minor delay to secure PWTF loan Project setting evaluation criteria, completing feasibility study and sizing Study in progress, draft study delayed due to non-responsive supplier estimates Dryer Repairs complete A committee consisting of Bonney Lake and Sumner staff have reviewed the Statements of Qualifications received and identified Gray & Osborne as the most qualified firm for this work. A Request for Qualifications to solicit interest from firms in the development, design, and implementation of this project has been published. Project may include the Dryer, Dissolved Air Flotation Thickener, Polymer Feed Systems, and Waste Gas Burner.	
Next Critical Activities (dates):			
Next Council Actions (dates): 6/17/24 Dryer procurement contract award			

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

Project: Cemetery Facility Building (22-03)	Project Manager: Drew McCarty	Budget: \$3,000,000
Description: New Construction of Cemetery Building that will include maintenance/storage area, office, breakroom and restrooms.		
Schedule/Milestones: ☒ Design Consultant (08/22) ☒ Select Contractor (08/23) ☐ Construction Complete (06/24)	Status: 5/2024 - Contractor is working to Complete Mechanical and Electrical. Doors, insulation, drywall, and plywood all to be installed this month. 3/2024— Contractor completed the roof last month and is about 90% complete with plumbing and now working on electrical.	
Next Critical Activities (dates):		
Next Council Actions (dates):	1/2023— Contractor is ready to pour the slab and working on pre building the framed walls 11/2023— Contractor is working on foundation and utility work 10/2023— Contractor is working on foundation and utility work 10/2023— Begin Construction 08/2023— Award Construction Contract 08/01/2023— Construction Bids Due 07/2023— Advertise for Construction 03/27/2023— Cemetery Facility Update at Council Study Session 90% Civil plans in review & Septic plans in review	

Project: Salmon Creek Culvert Replacements (22-06)		Project Manager: Robby Wright	Budget: \$609,700
Description: Replacement of remaining culverts on Salmon Creek, downstream of Main. Phase 1 will be design & permitting.			
Schedule/Milestones: ■ Consultant Contract (6/23) □ Bid Award (7/25) □ Construction Complete (12/27)		Status: Alternative Analysis complete, working with property owners Initial culvert sizing memo completed 125k Grant request put in to FCZD to help fund design Consultant contract with Osborn Consulting signed	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Elm Street Sidewalk (23-02)		Project Manager: Courtney Littrell	Budget: \$550,000
Description: Project will improve pedestrian safety by constructing curb, gutter, curb ramps, and sidewalk on the north side of Elm Street between Wright Avenue and Bonney Avenue.			
Schedule/Milestones: ■ Project Advertisement (2/23) ■ Select Consultant (3/23) □ Design Complete (5/24) □ Construction Complete (09/24)		Status: City has returned 100% design comments. Looking to advertise for bid in May. City has returned 90% design comments to MacKay Sposito. City has returned 60% design comments to MacKay Sposito. City has received 60% plans from MacKay Sposito and are currently in review. Design has begun, and 30% plans have been reviewed and comments were returned to MacKay Sposito for the next round of submission. MacKay Sposito was selected as the Design Consultant and design is underway. Consultant selection is underway. Project has been advertised for design consultant selection.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Sidewalk Repair Program (Street Tree, Helping Homeowners, ADA Program) (23-03)	Project Manager: Courtney Littrell	Budget: \$500,000 (Street Tree), \$50,000 (Helping Homeowners), & \$40,000 (ADA Program)
Description: Repair sidewalks that are failing due to street tree damages and sidewalks that have been damaged that are the responsibility of the homeowner, with the assistance of the city (50/50 cost share program).		
Schedule/Milestones: ☒ Identify Replacement Locations (10/23) ☒ Begin Project Design (1/24) ☐ Design Complete (5/24) ☐ Project Advertisement (5/24) ☐ Bid Award (3/24) ☐ Construction Complete (10/24)	Status: Design is nearing completion and working on the bid package. Looking to advertise in May. Payments have been received from homeowners who are participating in the program. Currently finalizing the location list and documentation to prepare for bid advertisement. Decision letters have been mailed out to those who applied to participate in the program. Thirteen locations were selected for repairs this biennium. Street Tree Damaged locations are now being selected for repairs. Helping Homeowner Notices and Application Letters have been mailed. Applications are due in January of 2024, and location selection will be completed at the end of January 2024. Location selection is underway for Street Tree Damages. Design of sidewalk replacements to begin after replacement locations have been identified.	
Next Critical Activities (dates):		
Next Council Actions (dates): Bid Award (3/24)		

Project: Town Center: Cherry and Maple Utilities	Project Manager: Andrew Leach	Budget: \$4,330,800 (Utilities and Roadway Funds)
Description: Replacement of Utilities due to age and to support Town Center redevelopment.		
Schedule/Milestones: ☒ Select Design Consultant (10/19) ☒ Award Final Design Contract (7/20) ☒ 90% Plans Completed (03/21) ☐ Project Advertisement (2025) ☐ Select Contractor (2025) ☐ Construction Complete (2025)	Status: 90% Plans completed and this project work divided out as Phase 2. Phase 1 is the TCUW project. Phase 2 will be completed and bid in 2025. Design development work has been completed and staff is recommending a final design contract for council approval. Request for Qualifications were received in August. Staff is working on finalizing the project extents before negotiating a scope and budget with the consultant. Project requirements are being compiled in advance of design consultant selection.	
Next Critical Activities (dates):		
Next Council Actions (dates):		

Project: Pavement Chip Seal	Project Manager: Gursimran Singh	Budget: \$510,000
Description: Resurfacing designated existing roadways with a pavement chip seal and fog seal treatment.		
Schedule/Milestones: ☐ Project Advertisement ☐ Select Contractor ☐ Construction Contract Award ☐ Construction Complete	Status: Plan to tag team Chip Seal project with City of Bonney Lake, work to be performed in August 2024 Double Chip Seal on Washington St planned – April 2024	
Next Critical Activities (dates):		

Project: Systemic Horizontal Curve Improvements (23-08)	Project Manager: Thi Le	Budget: \$903,000 (Federal HSIP funds)
Description: Install curve warning signs, speed feedback signs, rumble strips, profiled striping, reflective markers, channelization, guardrail, and street lighting.		
Schedule/Milestones: ☒ Project Advertisement (11/23) ☒ Consultant Selection (01/2024) ☒ Start Preliminary Design (02/24) ☒ Bid Award (2/24) ☐ Construction Complete (9/25)	Status: SCJ is working on analyzing the crash data along the corridors and develop countermeasures as well as priority of implementation. SCJ Alliance was selected as the Design Consultant Project has been advertised for design consultant selection. Project Obligated Project being programmed with WSDOT	
Next Critical Activities (dates):		
Next Council Actions (dates):		

Project: Tacoma Ave Overlay & Intersection (23-09)	Project Manager: Gursimran Singh	Budget: \$380,000 (86.5% Federal / 13.5% City general fund)
Description: Improvements consist of plane, repair, and overlay Tacoma Avenue from Puyallup Street to the White River Bridge, complete intersection channelization improvements, add an eastbound left turn pocket on Puyallup Street at Tacoma Avenue, and upgrade the intersection of Puyallup Street and Tacoma Avenue to a signalized intersection. Project shall include ADA upgrades/sidewalks, associated utility work and illumination as needed.		
Schedule/Milestones: ☒ Project Advertisement (11/23) ☒ Consultant Selection (12/23) ☒ Start Preliminary Design (03/24) ☐ Bid Award (3/25) ☐ Construction Complete (9/25)	Status: May 2024 City evaluation options – Roundabout or Traffic Signal Preliminary design started in March 2024 Consultant Selection – Parametrix, negotiated hourly agreement signed by both City and consultant and reviewed and submitted to WSDOT. Project has been advertised for design consultant selection. Project Obligated Project being programmed with WSDOT	
Next Critical Activities (dates):		
Next Council Actions (dates):		

Small Works Projects

Project: Stewart Road Pond Repair (21-15)		Project Manager: Robby Wright	Budget: \$120,000 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (6/24) ☐ Select Contractor (7/24) ☐ Construction Complete (9/24)		Status: Project bid package being finalized. Obtaining TCE's Amending scope to reflect change in the design requested by Operations Waiting on pothole information from Shops and updates from Parametrix.	
Next Critical Activities (dates):		Project pushed to 2023 after shops requested a change in treatment system. Project under re-design	
Next Council Actions (dates): N/A		Project being set up. Work areas being identified. Project may be pushed back to 2022.	

Project: West Well Watermain and Cemetery Irrigation (23-04)		Project Manager: Andrew Leach	Budget: \$250,000
Description: A new water main will be routed to maintain the city connection between the City's west well and the rest of the water distribution system. The Sumner Cemetery's irrigation will also be updated to current standards.			
Schedule/Milestones: ☒ Project Advertisement (2/23) ☒ Select Consultant (4/23) ☐ Design Complete (5/24)		Status: Design of the project is underway. BHC has been selected for design of the project. Project has been advertised for design consultant selection.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Roadway Paint Line Application 2024		Project Manager: Gursimran Singh	Budget: \$71,050 (General Funds) (2 years of painting)
Description: Complete annual paint pavement marking			
Schedule/Milestones: ☐ Verify Painting Schedule (TBD) ☐ Complete Construction (TBD)		Status: City on the Pierce County Stripping list, work to be performed in Summer – May 2024 Working with Pierce County to verify pavement paint line schedule.	
Next Critical Activities (dates): N/A			

Project: Crack Seal Application 2024		Project Manager: Gursimran Singh	Budget: \$125,000 (General Funds) (2 years of sealing)
Description: Complete crack sealing application to local roads to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (05/2024) ☐ Select Contractor (05/2024) ☐ Construction Complete (TBD)		Status: Project request for bids in May 2024 March/April - Preparing Plans, Specifications and estimates for bid package	
Next Critical Activities (dates): Project advertisement in 05/2024			
Next Council Actions (dates): N/A			

Project: Heritage Park Masterplan, Activated Alley and Wayfinding (W-22-04)		Project Manager: Drew McCarty	Budget: \$280,000 (Sumner & 2023 Pierce County LTAC) + \$1,600,000 (2024 Pierce County LTAC)
Description: Heritage Park – Provide a master plan of the expanded park. Alley Activation – Develop the alley between Kincaid & Alder to 30% plans. Wayfinding Signs – finalizing elements such as posts, materials, etc. Additional Scope: Develop 100% plans for Heritage Park, Hops Alley and the Event Buidling that will be located within Heritage Park.			
Schedule/Milestones: ■ Project Advertisement (05/22) ■ Consultant Selected (10/22) ■ Alley 30% Completed (03/23) ■ Heritage Park Masterplan Complete (07/23) ■ Wayfinding Design Complete (2/24) ☐ Wayfinding out to Ad (3/24) ☐ 30% Design (06/24) ☐ 60% Design (09/24) ☐ 100% Design (12/24)		Status: 5/2024 - Project team is working through the programing for the event building and CUP/SEPA documents. 3/2024 – The city was awarded an additional \$1.6M for 2024 from Pierce County LTAC to complete the design of Hertiage Park, Hops Alley, and Event Building. JETT Landscape and Architecture is continuing their hard work to get the city 100% plans by the end of 2024. 3/2024 – Wayfinding design was completed and is out to Ad currently with bids being due on 4/4/2024. A draft of the Masterplan as well as fly over renderings has been completed. Alley draft 30% plans completed. Heritage Park Masterplan narrowed to 2 alternatives. Heritage Park Masterplan Open House 01/23 at Electric Coffee Alley Stakeholder Meeting at JMJ Office (11/22)	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Pavement Patching 2024	Project Manager: Gursimran Singh	Budget: \$249,150 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces		
Schedule/Milestones: ☐ Project Advertisement (05/2024) ☐ Select Contractor (05/2024) ☐ Construction Complete (07/2024)	Status: Project Request for Bids in May 2024 March/April - Preparing plans, specifications and estimates for Bid package	
Next Critical Activities (dates): Project Advertisement 05/2024		
Next Council Actions (dates): N/A		

Other Projects

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

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

Project: Overlay Program	Project Manager: Gursimran Singh	Budget: \$300,000 (General Funds)
Description: Place layer of new asphalt over existing base layer of asphalt to preserve roadway base.		
Schedule/Milestones: ☐ Project Advertisement () ☐ Select Contractor () ☐ Construction Complete ()	Status: Project planned for 2025.	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Transportation Plan Update	Project Manager: Michael Kosa	Budget: \$250,000 (General Funds)
Description: Update the 2015 Transportation Plan in coordination with the 2024 Comprehensive Plan Update		
Schedule/Milestones: ☒ Begin Plan Update (12/22) ☐ Complete Plan Update (3/24)	Status: Final draft in progress, draft document has been reviewed by Planning Commission Plan in Development Project kickoff meeting occurred in January	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Watershed Vegetation Management	Project Manager: Ryan Johnstone	Budget: \$50,000 (Water Utility Funds)
Description: Contract out for vegetation management services to effectively manage invasive species and dead trees in the watershed		
Schedule/Milestones: ☐ Preliminary Design (6/24) ☐ Bid Award (9/24) ☐ Construction Complete (12/24)	Status: Received update from consultant on status of outstanding project reports for mitigation areas. Reviewing documents for completeness. Project in pre-design	
Next Critical Activities (dates):		
Next Council Actions (dates): N/A		

Project: Utility Rate Study (CIP 23-01)		Project Manager: Andrew Leach	Budget: \$50,000
Description: Financial analyses of the Water, Wastewater, and Storm Water utilities			
Schedule/Milestones: ■ Project Advertisement (1/23) ■ Select Consultant (4/23) ■ Study Complete (12/23)		Status: Study Complete – Policy Updates continue FCS Group was selected for the project and has begun working on the study. Project advertised for consultant selection.	
Next Critical Activities (dates): Policy Updates (6/24)			
Next Council Actions (dates): N/A			

Project: Sewer Main Replacement and Rehabilitation (Sewer Jet Study)		Project Manager: Ryan Johnstone	Budget: \$150,000 (Sewer Utility Funds)
Description: Complete analysis of sanitary sewer mains that require regular sewer jet activities and determine how best to eliminate regular maintenance issues.			
Schedule/Milestones: ☐ Begin Study (4/24) ☐ Study complete (8/24)		Status: Study is under contract with consultant and preliminary mapping and data collection is underway. Project in pre-design	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			