



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

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:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 232 432 910 936 Passcode: 6uHEd4

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Phone Conference ID: 539 397 162#

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CALL TO ORDER

COMMITTEE BUSINESS

1. Ordinance No. 2895: Amending SMC - Pretreatment Regulations
2. Stewart Road Bridge - PSE Easement Acquisition
3. Stewart Road Bridge - Construction Management Consultant Agreement
4. Washington Street Preservation - Consultant Contract Award
5. TIF Rate Discussion
6. WWTF Parking Lot
7. ADA Transition Plan Update

REPORTS

1. Project Management Report

ADJOURNMENT

SUBJECT: Ordinance No. 2895: Amending SMC - Pretreatment Regulations

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Summary of Proposed Changes to Sewer Ordinance

STAFF CONTACT: Andria Hannegan, Pretreatment Coordinator

SUMMARY BACKGROUND:

Ordinance 2895 was brought before the PWC on 8/06/24. Staff provided an update regarding comments from the Department of Ecology after their review of the City's Pretreatment Program's Request for Delegation submitted on June 1, 2024. The ordinance incorporated revisions to Chapter 18 (Pretreatment Regulations) of the Sumner Municipal Code to address the administrative errors and incorporated Ecology requirements. In addition to the amendments reviewed during the 8/06/24 meeting, City staff have added a revision changing the name of a form from "Non-Domestic Wastewater Survey" to "Non-Domestic Wastewater Screening" form.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/1/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No.: 2895, revising sections of Chapter 13.18, substantially in the form as approved by the City Attorney.

Proposed Changes to Ord. 2839

Proposed Change Number	Type of Change	Nature of Change
1	Correction of incorrect reference number	Numerical correction
2	Correction of typographical error	Text removal
3	Correction of typographical error	Text addition
4	Substantive change to definition	Text replacement
5	Correction of incorrect reference numbers	Numerical correction
6	Correction for clarity and readability	Text rearrangement
7	Correction of incorrect reference numbers	Numerical correction
8	Correction of incorrect reference number	Numerical correction
9	Correction of incorrect reference number	Numerical correction
10	New definition addition	Definition addition
11	New definition addition	Definition addition
12	New definition addition	Definition addition
13	New definition addition	Definition addition
14	New definition addition	Definition addition
15	New definition addition	Definition addition
16	Substantive clarification	Text addition
17	Substantive correction	Text removal
18	Form name update	Terminology update

1. 13.16.210(B) reads, in part: “The permit fee structure for all nondomestic wastewater is included in chapter 13.49 SMC.”
 - Change 49 to 16 - “The permit fee structure for all nondomestic wastewater is included in chapter 13.4916 SMC.”
2. 13.18.210: The definition of “Nondischarging categorical industrial user (NDCIU)” reads, in part, “...that does not discharge those [that] wastewater subject to the categorical pretreatment standard...”
 - Remove text as shown - “...that does not discharge ~~those [that]~~ wastewater subject to the categorical pretreatment standard...”
3. 13.18.210: The definition of “Oil/water separator (OWS)” reads, in part, “These vaults are designed with baffles or coalescing plates to rap sediments...”
 - Add the letter ‘t’ as shown - “These vaults are designed with baffles or coalescing plates to ~~rap~~ trap sediments...”
4. 13.18.210: The definition of “Sampling facility” reads, simply, “Flow, instantaneous temp, pH, composite.”
 - Remove original text, replace with the following definition - "A structure or sampling installation for the purpose of accurately measuring the volume or flow and sampling of wastewater; the design, location and operation of which must be approved by the Director."
5. 13.18.430(A) reads, in part: “The hauler of approved wastes shall be responsible for ensuring such that wastes comply with all discharge prohibitions in SMC 13.18.200 through SMC 13.18.240 and other applicable control authority or contributing jurisdiction requirements.”
 - Change numbers in the underlined reference as shown - “The hauler of approved wastes shall be responsible for ensuring such that wastes comply with all discharge prohibitions in SMC 13.18.2300 through SMC 13.18.2340 and other applicable control authority or contributing jurisdiction requirements.”
6. 13.18.430(A) reads, in part, “The hauler of approved wastes shall be responsible for ensuring such that wastes comply with all discharge prohibitions...”
 - Rearranged the underlined words as show – “The hauler of approved wastes shall be responsible for ensuring ~~such~~ that

such wastes comply with all discharge prohibitions...”

7. 13.18.840(C) reads: “Nondomestic users shall provide full access to the director to use any monitoring facilities and utilities available or required in accordance with SMC 13.18.410 and 13.18.420(E) through (F) to confirm that the standards or treatment required for discharge to the POTW are being met.”
 - Change numbers in the underlined reference as shown - “Nondomestic users shall provide full access to the director to use any monitoring facilities and utilities available or required in accordance with 13.18.4~~1~~00 and 13.18.4~~2~~10(E) through (F) to confirm that the standards or treatment required for discharge to the POTW are being met.”
8. 13.18.1500(A)(3) reads: “Suspend a nondomestic user’s wastewater services or wastewater discharge permit or other control document pursuant to SMC 13.18.1200.”
 - Change the underlined reference as show - “Suspend a nondomestic user’s wastewater services or wastewater discharge permit or other control document pursuant to SMC 13.18.1~~20~~70.”
9. 13.18.1500(A)(4) reads: “Terminate the nondomestic user’s wastewater services or wastewater discharge permit or other control document pursuant to SMC 13.18.1210.”
 - Change the underlined reference as shown - “Terminate the nondomestic user’s wastewater services or wastewater discharge permit or other control document pursuant to SMC 13.18.1~~21~~80.”
10. 13.18.210 Definitions:
 - Add the definition of accredited laboratory based on the guidance from 173-216 WAC & 173-50 WAC as shown – “**Accredited Laboratory. Any laboratory accredited under the provisions of, Accreditation of Environmental Laboratories, Chapter 173-50 Washington Administrative Code (WAC).**”
11. 13.18.210 Definitions:
 - Add the definition of Engineering report based on the guidance from WAC 173-240-130 as shown “**Engineering Report. A document that thoroughly examines the engineering and administrative aspects of a particular non-domestic wastewater facility. The report shall contain the appropriate information required in WAC 173-240-060 or 173-240-130.**”

12. 13.18.210 Definitions:

- Add the definition of Notice of Application based on the guidance from WAC 173-216-090 as shown – “Notice of Application. A public notice of application filed in compliance with WAC 173-216-090.”

13. 13.18.210 Definitions:

- Add the definition of Operation and Maintenance Manual based on the guidance from WAC 173-240-150 as shown – “Operation and Maintenance Manual. A detailed operation and maintenance manual is prepared for an industrial wastewater facility that includes mechanical components before completing the construction. The manual shall contain all components listed in WAC 173-240-150.”

14. 13.18.210 Definitions:

- Add the definition of Plan Review Authority based on the guidance from RCW 90.48.110 as shown – “Plan Review Authority. The authority granted to the Control Authority to review and approve all engineering reports, plans, and specifications for the construction of non-domestic wastewater treatment facilities before construction thereof may begin. No approval shall be given until the Director is satisfied that said plans and specifications and the methods of operation and maintenance submitted are adequate to protect the quality of the state's waters as provided for in RCW 90.48.110.”

15. 13.18.210 Definitions:

- Add the definition of Plans and Specifications based on the guidance from WAC 173-240-140 as shown – “Plans and Specifications. The detailed drawings and specifications used in the construction or modification of non-domestic wastewater facilities as provided in WAC 173-240-140. Except as otherwise allowed, plans and specifications are preceded by an approved engineering report. For some industrial facilities final conceptual drawings for all or parts of the system may be substituted for plans and specifications with the permission of the Director.”

16. 13.18.650 reads in part “The Director may terminate or revoke a Wastewater Discharge permit or other Control Document for good cause, including, but not limited to, when a Non-Domestic User has:”

- Add clarifying language for permit termination as part of the control mechanism (e.g., permit) based on the guidance from WAC 173-216-130, as shown – “The Director may terminate or revoke a Wastewater Discharge permit or other Control Document for good cause, including, but not limited to, when a Non-Domestic User has:

17. 13.18.330 Local Limits – removed Draft from Table Title and removed Aluminum from list of pollutants.

Table 330-1: Initial **DRAFT** Local Limits (Subject to Director Modification)

Analyte	Daily Maximum Concentration Limit (mg/L)	Instantaneous Concentration Limit (mg/L)
Arsenic	0.14	0.28
Aluminum	TBD	TBD
Cadmium	0.12	0.24
Chromium	4.05	5.0

18. Change name of screening form from “Non-Domestic Wastewater Survey” to “Non-Domestic Screening Form” - This is a terminology update that reflects a change in the title of the form used in relation to the pretreatment program. The change does not alter the function or requirements of the form but simply updates the name.

- Sections where the name of the form is changed:

- 13.18.300
- 13.18.500
- 13.18.510
- 13.18.530
- 13.18.550
- 13.18.650
- 13.18.760
- 13.18.1180

SUBJECT: Stewart Road Bridge - PSE Easement Acquisition

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$8,961.50

Within Budget Allocation: N/A

ATTACHMENTS:

1. PSE Easement to Sumner
2. Temporary Easement PSE to Sumner
3. Warranty Deed PSE to Sumner

STAFF CONTACT: Michael Kosa, Public Works Director

SUMMARY BACKGROUND:

As part of the Stewart Road Bridge project, the City is required to relocate certain PSE transmission lines and poles out of the project footprint. To do so, the City had to acquire certain property owned by PSE and acquire for PSE replacement easements further north and outside the project footprint. These documents are to approve acquisitions from PSE including one small portion of fee simple property and two easements (one permanent and one temporary). The total cost of these acquisitions is \$8,961.50 to compensate PSE for the loss of its gas rights on the property being acquired by the City. City Staff thoroughly negotiated these property acquisitions and asserts that the compensation is reasonable and prudent.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/1/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve and authorize the Mayor to sign the PSE Warranty Deed, Easement and Temporary Easement concerning parcel no. 0420012025 and any and all other documents necessary to effectuate these property acquisitions from PSE for the Stewart Road Bridge project (CIP 13-08), in a form as approved by the City Attorney.

After recording return document to:

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

**Document Title: Easement
Reference Number of Related Document: N/A
Grantor: Puget Sound Energy, Inc.
Grantee: City of Sumner
Legal Description: Ptn of NW ¼ Sec 1, T20, R4E, W.M.
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 0420012025**

EASEMENT

City of Sumner, Stewart Road Bridge Replacement Project

The Grantor, Puget Sound Energy, Inc., a Washington corporation, formerly Puget Sound Power and Light Company, which acquired title as Pacific Coast Power Company, for and in consideration of TEN DOLLARS AND 00/100 (\$10.00), conveys and grants unto the City of Sumner, a municipal corporation and political subdivision, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, the construction, improvement, inspection, maintenance, and repair of storm drainage facilities, (including but not limited to storm sewer pipeline(s), manholes, catch basins, drywells, infiltration systems, detention/retention ponds, swales, and other appurtenant storm drainage structures and facilities), together with the right of the City of Sumner, its agents and assigns, to enter upon said premises at anytime with all necessary staff, material, and equipment for the purposes of constructing, inspecting, repairing, and maintaining the same.

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

EASEMENT

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof

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

Dated: 9/11/23, _____

Puget Sound Energy, Inc.

By: 

Its: Director, Customer & System Projects

Accepted and Approved City of Sumner:

Approved as to form:

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

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

EASEMENT

STATE OF WASHINGTON)

: ss

County of King)

On this 11 day of Sept. 2023 before me personally appeared _____ to me known to be the DIRECTOR of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that HE authorized to execute said instrument.

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

(SEAL)



Fe Alea-Roque
Notary Public in and for the State of
Washington, residing at Shoreline WA 98153

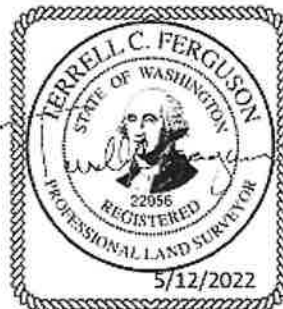
My commission expires 2/15/2027

EASEMENT

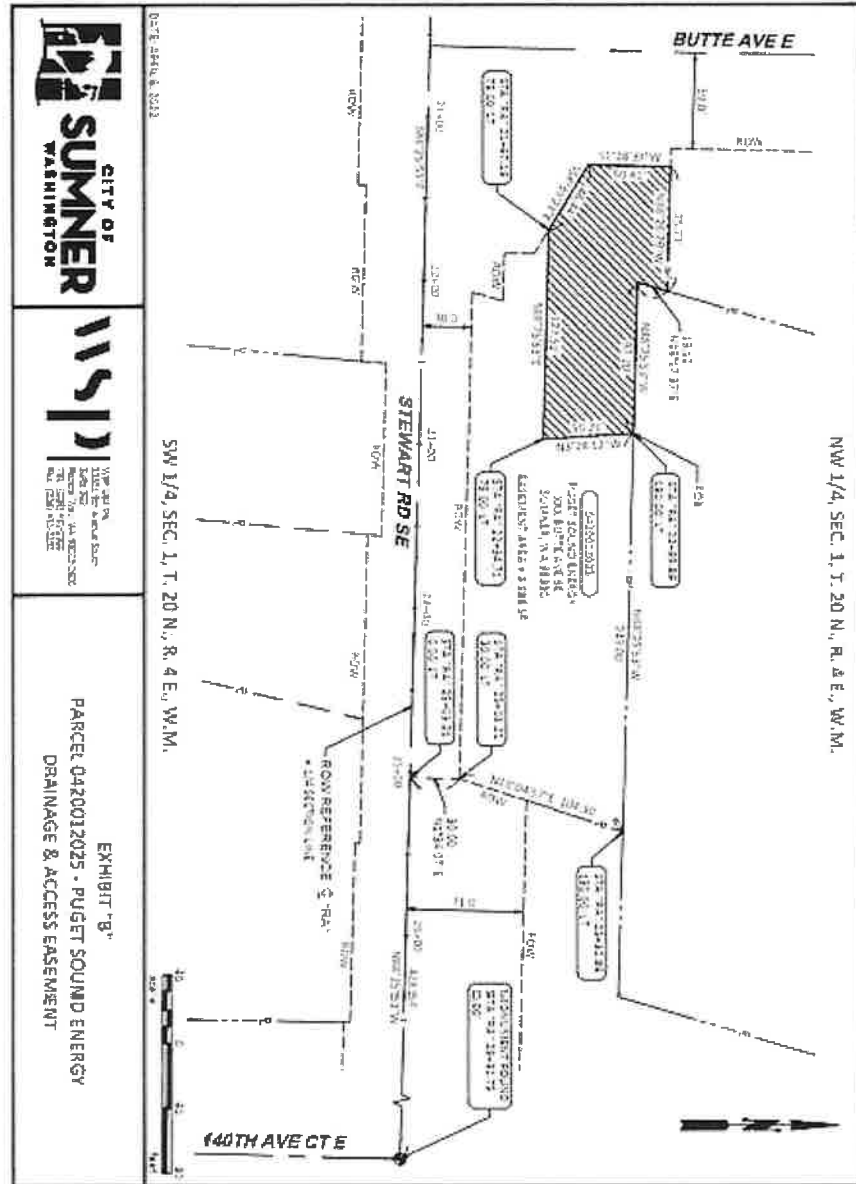
EXHIBIT A
LEGAL DESCRIPTION
PARCEL 0420012025
PUGET SOUND ENERGY
DRAINAGE & ACCESS EASEMENT

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

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 0420012025;
THENCE SOUTH 88°26'29" EAST, ALONG THE NORTH LINE OF SAID PARCEL 0420012025 A DISTANCE OF 75.73 FEET TO AN ANGLE POINT IN SAID NORTH LINE;
THENCE SOUTH 16°17'37" WEST, CONTINUING ON SAID NORTH LINE A DISTANCE OF 19.12 FEET;
THENCE SOUTH 88°25'53" EAST, CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 92.20 FEET;
THENCE SOUTH 03°28'12" EAST, A DISTANCE OF 55.21 FEET;
THENCE NORTH 88°25'53" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF STEWART ROAD SE A DISTANCE OF 127.52 FEET, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 0420012025;
THENCE NORTH 58°39'23" WEST, ALONG SAID WESTERLY PARCEL LINE, A DISTANCE OF 46.44 FEET;
THENCE NORTH 01°28'39" EAST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 50.41 FEET, TO THE POINT OF BEGINNING.



EASEMENT



After recording return
document to:

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

**Document Title: Temporary Easement
Reference Number of Related Document: NA
Grantor: Puget Sound Energy, Inc.
Grantee: City of Sumner
Legal Description: Ptn of Ptn NW ¼ Sec 1, T20N, R4E, W.M.
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 0420012025**

TEMPORARY EASEMENT

Stewart Road Bridge Replacement

THE GRANTOR, Puget Sound Energy, Inc., a Washington corporation, formerly Puget Sound Power and Light Company, which acquired title as Pacific Coast Power Company, for and in consideration of mutual benefits and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to us therefrom, do by these presents grants and conveys to the City of Sumner, a municipal corporation and a political subdivision of the State of Washington, for the use of the public, a temporary easement for the purpose of building an access road to excavate and rebuild an existing levee as part of the Stewart Road Bridge Replacement, project along, across, and upon the following described real property situated in Pierce County, Washington.

Said lands being situated in Pierce County, State of Washington, and described in Exhibit A, attached hereto and made a part hereof.

The subject site will be refurbished to its original condition following the end of the temporary construction easement. The temporary rights herein granted shall terminate on December 31, 2025.

TEMPORARY EASEMENT

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

Dated: 9/11/23 ~~2022~~

Puget Sound Energy, Inc.

By: 

Its: Director, Customer & System Projects

Accepted and Approved City of Sumner:

Approved as to form:

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

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

TEMPORARY EASEMENT

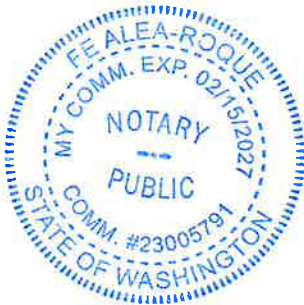
STATE OF WASHINGTON)

County of KING) : ss

On this 11 day of Sept, 2023 before me personally appeared Alia Roque
to me known to be the DIRECTOR ~~(President, Secretary,~~
Treasurer) of the corporation that executed the foregoing instrument, and
acknowledged said instrument to be the free and voluntary act and deed of said
corporation, for the uses and purposes therein mentioned, and on oath stated
that (he/she is) (they are) authorized to execute said instrument.

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

(SEAL)



Alia - Roque to ALEA-ROQUE
Notary Public in and for the State of
Washington, residing at Shoreline WA 98155

My commission expires 2/15/2027

TEMPORARY EASEMENT

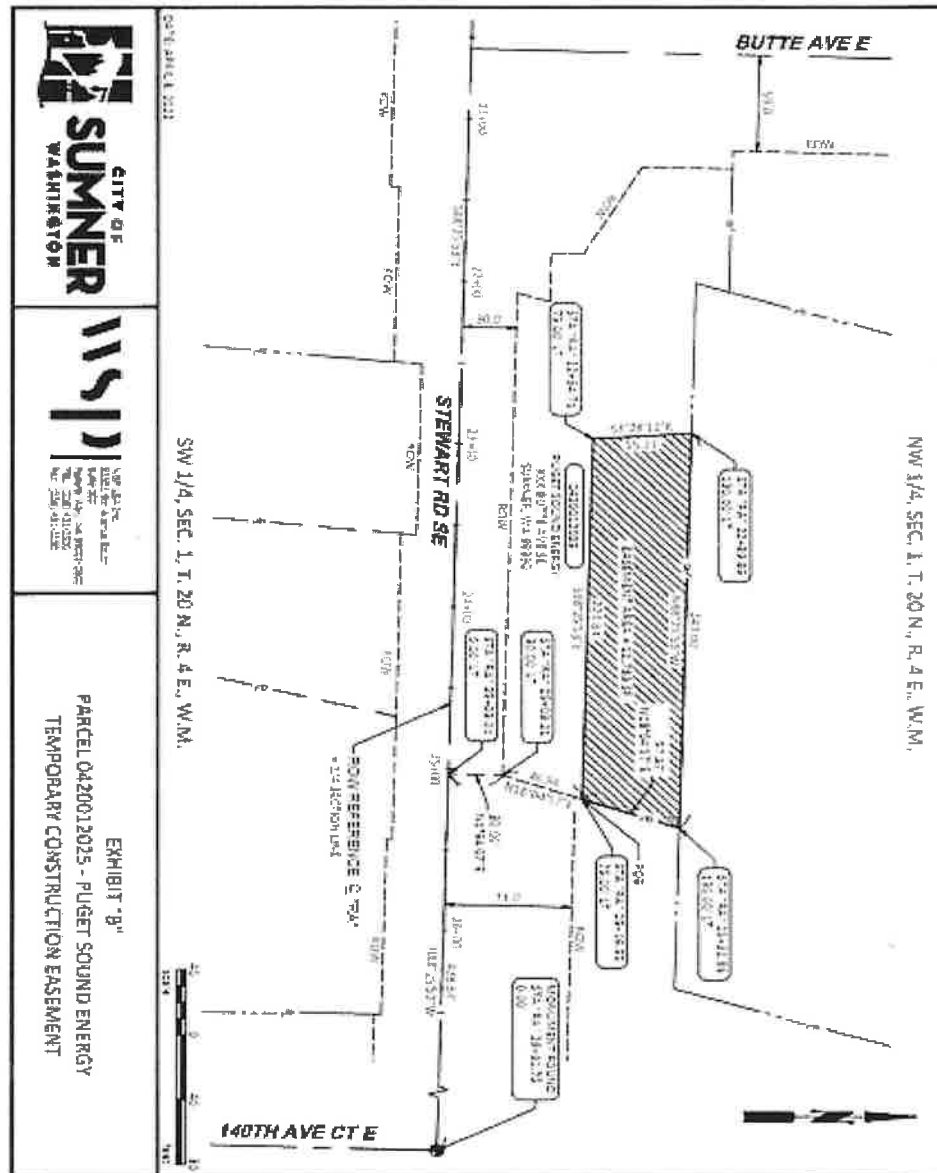
EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420012025
PUGET SOUND ENERGY
TEMPORARY CONSTRUCTION EASEMENT

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

COMMENCING AT THE CENTERLINE INTERSECTION POINT OF STEWART RD SE WITH THE CENTERLINE OF 140TH AVE CT E; THENCE NORTH 88°25'53" WEST, ALONG THE CENTERLINE OF SAID STEWART RD SE, A DISTANCE OF 428.54 FEET; THENCE NORTH 01°34'07" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 18°04'57" EAST, A DISTANCE OF 46.94 FEET TO A POINT ON THE EAST PARCEL LINE OF PARCEL 0420012025 AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°25'53" WEST, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF SAID STEWART RD SE, A DISTANCE OF 221.84 FEET;
THENCE NORTH 03°28'12" WEST, A DISTANCE OF 55.21 FEET, TO A POINT ON THE NORTH LINE OF SAID PARCEL 0420012025;
THENCE SOUTH 88°25'53" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 243.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 0420012025;
THENCE SOUTH 18°04'57" EAST, ALONG THE EAST LINE OF SAID PARCEL 0420012025, A DISTANCE OF 57.37 FEET TO THE TRUE POINT OF BEGINNING.



LPA-325
Rev. 5/2021



After recording return document to:

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

**Document Title: Warranty Deed
Reference Number of Related Document:
Grantor(s): Puget Sound Energy, Inc.
Grantee(s): City of Sumner
Legal Description: Ptn of NW ¼ Sec 1, T20N, R4E, W.M.
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 0420012025**

WARRANTY DEED

City of Sumner, Stewart Road Bridge Replacement Project

The Grantor, Puget Sound Energy, Inc., a Washington corporation, formerly Puget Sound Power and Light Company, which acquired title as Pacific Coast Power Company for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the City of Sumner, a municipal corporation and political subdivision Public Works Department, Grantee, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

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

WARRANTY DEED

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

Date: 9/11/23

Puget Sound Energy, Inc.

By: 

Its: Director Customer & System Projects

Accepted and Approved City of Sumner:

Approved as to form:

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

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

WARRANTY DEED

STATE OF WASHINGTON)

: ss

County of KING)

On this 11 day of Sept. 2023 before me personally appeared _____ to me known to be the DIRECTOR of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that HE authorized to execute said instrument.

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

(SEAL)



Fealea-Roque, Fealea-Roque
Notary Public in and for the State of
Washington, residing at Shoreline WA 98153

My commission expires 2/15/2027

WARRANTY DEED

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL 0420012025
PUGET SOUND ENERGY
RIGHT-OF-WAY ACQUISITION

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

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 0420012025;
THENCE NORTH 88°25'53" WEST, ALONG THE SOUTH LINE OF SAID PARCEL 0420012025, A DISTANCE OF 296.83 FEET TO THE EAST RIGHT-OF-WAY LINE OF BUTTE AVE E;
THENCE NORTH 15°35'00" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 19.14 FEET;
THENCE NORTH 88°25'53" WEST, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 29.06 FEET;
THENCE NORTH 01°28'24" EAST, CONTINUING AONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 18.00 FEET;
THENCE NORTH 58°39'23" WEST, A DISTANCE OF 16.98 FEET;
THENCE SOUTH 88°25'53" EAST, A DISTANCE OF 349.36 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 0420012025;
THENCE SOUTH 18°04'57" WEST, ALONG SAID EAST PARCEL LINE, A DISTANCE OF 46.94 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 0420012025 AND THE POINT OF BEGINNING.



SUBJECT: Stewart Road Bridge - Construction Management Consultant Agreement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$4,993,733.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Consultant Agreement w/ Scope & Fee

STAFF CONTACT: Andrew Leach, Associate Engineer

SUMMARY BACKGROUND:

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

WSP USA, Inc was selected to provide construction management services for this project through a qualification-based selection process completed in Summer 2024. A negotiated-hourly-rate agreement with a maximum amount payable of an additional \$4,993,733.00 was negotiated for the final design phase of this project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/1/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with WSP, Inc, in an amount not-to-exceed \$4,993,733.00 for the Stewart Road Bridge Replacement (CIP13-08), substantially in a form approved by the City Attorney.

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

Agreement Number: _____

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

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

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

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A
Scope of Work

Project No.

Exhibit A – Scope of Work

**City of Sumner
Stewart Road Bridge
Construction Support, Administration, and Inspection Services**

Submitted to

**City of Sumner
Sumner, Washington**

September 2024

Submitted by

**WSP USA
1201 Pacific Ave, Suite 550
Tacoma, WA 98402**

Job No. 201905430

EXHIBIT A – SCOPE OF WORK

**City of Sumner
Stewart Road Bridge
Construction Support, Administration, and Inspection Services**

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EXHIBIT A-1 –SCOPE OF WORK FOR CONSTRUCTION SUPPORT, ADMINISTRATION, AND INSPECTION SERVICES FOR THE STEWART ROAD BRIDGE PROJECT

INTRODUCTION

This scope of work (SOW) document details additional work elements needed for construction support, administration, and inspection services to assist the City of Sumner (CITY) and the Washington State Department of Transportation (WSDOT) during construction of Stewart Road Bridge Project (PROJECT). The effort by WSP USA, herein referred to as the CONSULTANT, for the PROJECT includes Tasks 1 through 3, as outlined below.

PROJECT BACKGROUND AND OBJECTIVES

The contract provides for three types of services during construction of the PROJECT.

- Construction Administration and Inspection (CA&I) Services
- Design Construction Support Services (DCSS)
- Ad, Bid, and Award Support Services (ABASS)

Schedule for CA&I Services

The accompanying fee estimate is based on an estimated calendar for involvement of the below staff as a fraction of available time in accordance with the current estimated Construction Time Estimate for the project. It is recognized by both parties that this schedule is estimated, and that the Contractor's schedule will become the "real" schedule against which staffing plans must be made.

Key assumed milestones used to estimate staffing hours in this estimate are as follows.

CONSULTANT Notice to Proceed (NTP) Date	1 November 2024
Advertisement Date	18 September 2024
Construction Contractor NTP Date	1 November 2024
Initial project suspension until	3 February 2025
Substantial Completion	19 May 2028
Physical Completion	13 October 2028
Contract Completion	December 2028

SCOPE OF WORK

TASK 1 - CONSTRUCTION ADMINISTRATION AND INSPECTION (CA&I) SERVICES

Task 1.1 General CA&I Services

Construction administrative and inspection services (and design construction support services) as described in subsequent sections of this exhibit will be provided up to the contract completion date to facilitate close out of the PROJECT.

The CONSULTANT will also provide start-up services for the construction administration team to review contract plans and specifications for inspection requirements; develop preliminary inspection assignments; establish a project file system; attend meetings with the CITY, WSDOT, utility companies, and others; and establish form/systems for tracking required items. The purpose of these start-up services is to have the construction administration team ready to respond to contract requirements immediately after issuing a NTP for the construction contract. As part of this service, there is additional ABASS tasks for the construction administration team as described in subsequent sections of this exhibit.

The CONSULTANT will develop a Construction Management Plan (CMP). The CITY will be operating under their own Certified Agency Status on this project.

The CONSULTANT will assist the CITY in preparing contract documentation, data, and reports required by WSDOT for receiving Federal Highway Administration (FHWA) funding. The CONSULTANT will ensure that project staff are trained and aware of elements of construction inspection, project documentation, and materials testing in accordance with the WSDOT Construction Manual, WSDOT Standard Specifications, and Local Agency Guidelines.

The CONSULTANT will conduct an initial safety analysis, including potential job site safety hazards for CONSULTANT site personnel; review the Contractor's Health and Safety Plan and ensure CONSULTANT and subconsultants are aware and understand the elements of the plan; And conduct and document monthly safety meetings for CONSULTANT staff.

The CONSULTANT will review and evaluate construction documents.

The CONSULTANT will oversee construction contract administration and field inspections.

The CONSULTANT will establish and maintain the materials documentation filing system. This will include overseeing project staff in updating the records of material (ROMs), at a minimum, of a weekly basis; processing/distributing and filing Qualified Project List (QPLs), ensuring that approval codes are acted upon; using the WSDOT online aggregate source approval database; processing Requests for Approval of Material's (RAMs) for signature and distribution; and final processing and filing of certs, Certification of Material Origin (CMOs), materials inspection reports, field density reports, concrete test reports, Hot Mix Asphalt (HMA) gradation test reports, HMA density reports, approved for shipment documentation, and all other information regarding materials.

The CONSULTANT will facilitate weekly construction meetings and take and distribute meeting notes.

The CONSULTANT will prepare correspondence, records, and change orders during construction of the PROJECT.

The CONSULTANT will work with the CITY to provide documentation during federal and state audits ensuring appropriate contract compliance.

The CONSULTANT will draft serial letters to the Contractor for CITY review.

The CONSULTANT will coordinate field design revisions and/or changes with the design team.

The CONSULTANT will coordinate with the project design team for reviews and/or special inspections.

The CONSULTANT will coordinate with utility staff.

Assumption(s)

The CMP will define roles and responsibilities and develop a communication plan for all involved stakeholders. It will also identify the process for certain administrative items, such as progress pay estimates to the Contractor, submittal and request for information (RFI) review, materials approvals, and change orders. It is assumed that there will be two meetings with the partners of the CMP to review, finalize, and agree on a final CMP.

The construction contract will include the provision of an office facility for the construction administration team with power, heat, air conditioning, suitable furniture (file cabinets, desks, and chairs) for three full-time staff; a conference table and chairs; security alarm system and communications, including high-speed internet; and copier and fax. Therefore, no costs are included in the fee estimate for these items. The CONSULTANT will provide computers, cell phones, and other office supplies required for the CONSULTANT staff.

The CONSULTANT will provide iPads with the construction management software “Headlight” and “AUTODESK Construction Cloud” for field staff to record daily activities and uploading information to a common web-based storage system. The system will be accessible to the CITY, and other identified stakeholders to review field staff’s observations in real time.

The CONSULTANT will provide all on-site materials testing services through HWA GeoSciences Inc.

The CONSULTANT will provide environmental monitoring and reporting services through Cowling and Company. See DCSS services below.

The CONSULTANT will provide surveying services through Furtado and Associates. See DCSS services below.

The CONSULTANT will provide Right of Way (ROW) services through Tierra. See DCSS services below.

The CONSULTANT will provide geotechnical monitoring and reporting services through PanGeo Incorporated. See DCSS services below.

The CITY will take the lead in informing appropriate public interests on the progress of the PROJECT. The CITY will provide all public relations outreach services.

WSDOT will provide the following services.

- WSDOT fabrication inspector will provide all inspections for fabricated items as identified on the project ROM
- Provide the project ROM

No efforts and/or costs are included in this scope to accommodate discovery, testing, and/or disposal of hazardous materials from the site.

PROJECT will have up to 922 working days.

CONSULTANT will produce up to 46 monthly invoices for payment.

CONSULTANT will prepare 44 progress payments, including backup.

CONSULTANT will execute up to 16 change orders.

CONSULTANT will respond or coordinate the responses of up to 60 RFIs.

CONSULTANT will review/respond or coordinate the responses on up to 135 submittals.

Deliverable(s)

- Monthly invoices and project reports for work performed
- Meeting notes
- Inspectors' daily reports
- Monthly pay estimates, including all backup information to support payment
- Project photos
- Change orders, including all backup information and independent estimate
- Reviewed RFIs
- Reviewed submittals
- Log of all project correspondence

Project files in hard copy and electronic versions - CA&I Staffing

Under these services, the CONSULTANT will provide staff for the following positions at the construction site. More detailed descriptions of the duties of these staff are described in the following section.

- **Construction Project Manager** - The Construction Project Manager, who will be part time, will oversee the project financials and staffing.
- **Construction Manager** - The Construction Manager, who will be part time, will oversee all construction management operations for the PROJECT. This includes performing mock audits of the construction documentation files, assisting the Resident Engineer and CITY in resolving Contract issues, and assisting the Resident Engineer with technical expertise for construction elements. The Construction Manager will monitor the CA&I scope, schedule, and budget, and produce monthly invoices and project reports for work performed under this Contract.

- **Resident Engineer** - The Resident Engineer will be full time and will be experienced in CA&I procedures on federally funded road projects to oversee all activities on the project site.
- **Document Control Specialist** - The Document Control Specialist will be half time during peak work and 40% during slower portions of the project and will be experienced in federally funded projects to organize and maintain all project records and materials documentation in accordance with FHWA/WSDOT requirements. This position will also assist with any supplemental inspection needs and facilitate audits with WSDOT, FHWA, and others.
- **Project Inspector** - The Lead Project Inspector will be full time and experienced in aspects of road construction on federally funded projects. This person will monitor and track all daily activities on the PROJECT. They will coordinate with the Resident Engineer in scheduling subconsultant inspections of the work.

Job Descriptions, Duties, and Prospective - CA&I Staff

More detailed job descriptions, duties, and prospective personnel for each of the key positions are described below.

Construction Project Manager (WSP)

Position reports to CITY Project Manager.

Job Description: The Construction Project Manager will monitor project staffing. It will be the responsibility of this position to ensure that project staff are trained and aware of elements of construction inspection, project documentation, and materials testing in accordance with the WSDOT Construction Manual, WSDOT Standard Specifications, and Local Agency Guidelines.

The Construction Project Manager will produce monthly invoices and project reports for all work performed under this Contract.

Construction Manager (WSP)

Position reports to CITY Project Manager and WSP Construction Project Manager.

Job Description: The Construction Manager will monitor the CA&I scope, schedule and budget for work performed under this Contract. This person will also assist the team by conducting mock audits of the construction documentation files, assisting the Resident Engineer and CITY in resolving Contract issues, and assisting the Resident Engineer with technical expertise for construction of miscellaneous construction features and utility conflicts.

Construction manager will assist Construction Project Manager in ensuring that project staff are trained and aware of elements of construction inspection, project documentation, and materials testing in accordance with the WSDOT Construction Manual, WSDOT Standard Specifications, and Local Agency Guidelines.

Resident Engineer (WSP)

Position reports to CITY Project Manager and WSP Construction Manager.

Job Description: The Resident Engineer supervises the inspection team and Document Control Specialist. The resident engineer is responsible for the daily operations and functions of the field and office staff for the PROJECT. The Resident Engineer will work closely with the CITY to keep the CITY informed of the progress of the PROJECT in regard to scope, schedule, and budget. The Resident Engineer will be the main contact for the CITY.

Duties include:

- Conduct an initial safety analysis, including potential job site safety hazards for CONSULTANT site personnel; review the Contractor's Health and Safety Plan and ensure CONSULTANT and subconsultants are aware and understand the elements of the plan; and conduct and document monthly safety meetings for CONSULTANT staff
- Review and evaluate construction documents
- Establish construction administration tasks
- Oversee construction contract administration and field inspections
- Oversee the materials documentation filing system in conjunction with the Document Control Specialist. This will include overseeing project staff in updating the ROM, at a minimum, of a weekly basis; processing/distributing and filing QPLs, ensuring that approval codes are acted upon; using the WSDOT online aggregate source approval database; processing RAMs for signature and distribution; and final processing and filing of certs, CMOs, materials inspection reports, field density reports, concrete test reports, HMA gradation test reports, HMA density reports, approved for shipment documentation, and all other information regarding materials
- Supervise field staff in practices and procedures of codes, regulations, federal, state, and local contract requirements; oversee contract compliance
- Facilitate weekly construction meetings
- Supervise construction project inspection
- Oversee or prepare correspondence, records, and change orders during construction of the PROJECT
- Supervise staff to ensure adequacy of field project notes and monthly estimates for progress payments
- Act as a resource and lead with federal and state auditors ensuring appropriate contract compliance

- Ensure personal protective equipment is available in the job site office
- Draft or delegate drafting of serial letters to the Contractor
- If the Contractor requests additional compensation for any item, the Resident Engineer will determine entitlement. If entitlement is warranted, then the Resident Engineer will evaluate any cost and/or schedule impacts, and review response with CITY staff
- Draft change orders
- Facilitate and/or lead change order negotiations with the Contractor. The negotiations will be done in conjunction with the CITY representative or other CITY officials with signatory authority
- Supervise and guide office staff in initial setup of project files, documentation flow, and computer systems
- Ensure that design team support staff is timely notified of potential field design revisions and/or changes; and supervise and oversee office staff personnel in routing RFIs, shop drawings, and other information to design team support staff
- Provide coordination for materials testing in accordance with WSDOT and FHWA requirements; this will also include coordination with items inspected by WSDOT fabrication inspectors
- Coordinate with the project design team for reviews and/or special inspections

Document Control Specialist (WSP)

Position reports to Resident Engineer.

Job Description: The Document Control Specialist will work under the direction of the Resident Engineer at a construction site field office in the collection, logging, distribution, and processing of incoming and outgoing office correspondence. This position will assist the Resident Engineer in updating and keeping current the project filing system, including materials documentation system. This person will use Autodesk Construction Cloud to track all incoming and outgoing correspondence. The CITY will have access to this system. The position will compute and/or check field note records for payment and enter into the project ledger. The Document Control Specialist will assist the Resident Engineer to ensure that all applicable materials documentation for each bid item within a progress payment is received prior to payment for the individual bid items. All Equal Employment Opportunity (EEO) documentation, including required forms to be submitted by the Contractor, will be processed and tracked by this position; this will also include checking payrolls for compliance to Contract requirements. They will track and report status of disadvantaged business enterprise (DBE) subcontractors and project training.

Duties include:

- Assist the Resident Engineer with elements of the materials documentation system. This includes processing QPLs and RAMs, updating the project ROM, and coordinating with the Lead Project Inspector to ensure all materials delivered to site are approved for incorporation and all documentation is in hand.
- Assist the Resident Engineer in computing and/or checking field note records, collecting/computing and/or checking totals of item quantity tickets, entering pay information into the project ledger or checking information entered into project ledger, and running monthly pay estimates. Check progress estimates for accuracy, completeness, and then submit to the Resident Engineer for review with the Contractor. After review, make revisions and submit to the Resident Engineer for final reviews and processing.
- Assist the Resident Engineer in filing field note records submitted for monthly progress payments into the office field note record books. File and reference item quantity tickets and any backup tickets for neat line items in the office file cabinet or storage boxes. Check to ensure that items paid by neat line that require cross section and end area information and calculations are submitted with such. File and reference backup information in the project files or backup boxes.
- Assist the Resident Engineer in the processing of force account bid items. This includes Contractor and subcontractor personnel weighted wage rates, Contractor and subcontractor equipment rates, and backup information to determine rates. Complete the calculation portion of the Inspector's Daily Report of force account. This will include entering the weighted wage rates and equipment rates, then totaling and applying applicable markups to determine total compensation in accordance with WSDOT Standard Specification 1-09.6. Maintain backup information for payment of force account items.
- Assist the Resident Engineer in collecting, compiling, packaging, distributing, and filing change order backup information, including, but not limited to, serial letters, emails, verbal and/or written approvals to proceed, independent estimates, and other backup to be included in each change order file.
- Assist the Resident Engineer to ensure that required contract forms and/or reports are received from the Contractor in a timely manner, processed, and filed. These include, but are not limited to, Apprentice Utilization Plan, Statement of Apprentice Journeyman Participation, Quarterly Report of Amounts Paid to DBE, Annual EEO Report, monthly Utilization Report, Request to Sublet, and Notice of Intent to Pay Prevailing Wage.
- Process training plan, trainee requests, and payment of training for the PROJECT.
- Check weekly payrolls for prime Contractor and subcontractors to ensure applicable contract prevailing wage rates and benefits are paid. Compare to employee interview reports to ensure Contractor field staff is being paid in accordance with the contract.

- Update and keep the project files, as new correspondence is received, current on a daily basis.
- Assist the Resident Engineer in the processing of incoming and outgoing correspondence, such as serial letters, transmittals, submittals, materials information, shop drawings, catalogue cuts, and miscellaneous documentation. This will include date stamping, logging information into an Excel spreadsheet for tracking, distributing copies for routing, and ensuring copies are placed in the project files.
- Attend preconstruction and weekly construction meetings to record and transcribe meeting minutes and distribute to attendees for comment.
- Attend other meetings as requested by the Resident Engineer.
- Assist field inspectors in conducting or conduct Employee Wage Rate interviews and DBE on-site reviews.
- Distribute office mail, draft and prepare written correspondence, and review routine invoices for payment.
- Make copies of project documentation and/or scan information for distribution and electronic filing.

Project Inspector (WSP)

Position reports to Resident Engineer.

Job Description: This position will assume the day-to-day inspection activities for civil and structural elements on the PROJECT. This person will work with the Resident Engineer in coordinating all subconsultant inspections assigned to the PROJECT.

Duties include:

- Complete Inspectors Daily Reports recording site activities, Contractor and subcontractor workforce, materials delivered, bid items worked on, conversations with the Contractor, and record of daily traffic control operations.
- Complete and/or review field note records for payment. Ensure items for payment have complete documentation prior to payment. This includes materials documentation, such as RAMs, certs, samples, and approved for tags or other. For QPL items, ensure that approval code action is completed.
- Take preconstruction photographs, periodic photo records during construction, and post-construction project photos.
- Provide inspection records, including a record of field changes for use in preparing record drawings.

- Coordinate scheduling of materials testing personnel with the Resident Engineer.
- Coordinate scheduling of geotechnical inspector, as needed, with the Resident Engineer to document activities, such as ground improvement, surcharge placement, wall construction, drilled shaft foundations, subgrade investigations or inspections, and other elements of work as needed.
- Conduct weekly environmental walk-through inspections with the Contractor and Cowling and Company.
- Be first level to resolve field disputes with Contractors.
- Evaluate issues of concern and develop corrective actions based on the Contract.

TASK 2.0 - DESIGN CONSTRUCTION SUPPORT SERVICES (DCSS)

DCSS provides continuity of the design team through the construction process. Services to be provided by the CONSULTANT during construction will include shop drawing review, submittal review, and responses to Contractor RFIs. Services may also include adjustments to the project design to work around unforeseen site conditions or other design changes as requested by the CITY. Services will include site visits, attendance at project meetings, design-team inspections, bridge load rating, and preparation of record drawings.

Under DCSS, six basic subtasks will be provided as follows:

Subtask 2.1 – Project Administration and Meetings

The CONSULTANT will attend project site meetings as necessary.

Assumption(s)

- Up to two design CONSULTANT staff and up to three design subconsultant staff will attend the preconstruction meeting.
- Up to two design CONSULTANT staff and up to two design subconsultant staff will attend up to 24 of the weekly meetings as determined to be needed through the course of construction
- This task also includes coordination of design services for both CONSULTANT, subconsultants, and the CA&I staff. Meeting notes are covered under Task 1 above.

Subtask 2.2 – Requests for Information and Submittal Review

The CONSULTANT will respond to questions and RFIs by the Contractor and shall review Contractor submittals as assigned by the CONSULTANT CA&I staff.

Assumption(s)

- CONSULTANT will respond with up to 60 RFIs (subconsultant RFI responses are included in this number).
- Geotechnical subconsultant will respond with up to five RFIs.
- Environmental subconsultant will respond with up to 10 RFIs.

- Traffic/Signals subconsultant will respond with up to 10 RFIs.
- Traffic/Signals subconsultant will respond with up to the number of materials submittal reviews shown in Table 1 below. Multiple reviews of a submittal review will each include as a separate additional review.
- Surveying subconsultant will respond with up to five RFIs.
- Table 1 provides a list of submittals assumed for the PROJECT, who is responsible to review, and the assumed number of revisions.

Table 1. Summary of Assumed Submittals

Submittal	Assumed Revision #s	Submittal Review by Discipline						
		Structures	Civil	Electrical	Geotech	Survey	Enviro	CA&I
Shaft Construction Submittal (est. total of two submittals, with one review each)	4	X			X			X
Existing Bridge Superstructure Removal Submittal	2	X			X			X
Existing Bridge Abutment Removal Submittal	2	X						X
Coffer Dam Submittal	2	X			X		X	X
Existing Bridge Interior Pier Removal Submittal	2	X						X
Existing Concrete Revetment Panel Submittal	1	X	X				X	X
Building Removal Submittal	2		X				X	X
Sheet Pile Wall Submittal	2	X	X		X			X
Geosynthetic Wall Submittal	2	X	X		X			X
Temporary Shoring Submittal (est. total of three submittals, with one review each)	3	X	X		X			X
Flood Barrier Wall Submittal	1	X	X		X		X	X
Woody Debris Maintenance Submittal	1		X				X	X
Work Bridge Submittal (Upstream)	2		X		X		X	X
Work Bridge Submittal (Downstream)	1		X		X		X	X
Structural Earth Wall Submittal (Welded Wire)	1	X	X		X			X
Geosynthetic For Soil Stabilization Submittal	1	X	X		X			X
Structural Earth Wall Submittal (Block Wall)	1	X	X		X			X
Column Submittal	1	X						X
Crossbeam Submittal	2	X						X
Abutment/Curtain Wall Submittal (est. total of two submittals, with two reviews each)	4	X						X
Girder Const. & Hauling submittal	1	X						X
Bearing Submittal	1	X						X
Expansion Joint Submittal	1	X						X
Temporary Girder Stop Submittal	1	X						X
Deck Reinforcement Submittal	2	X						X
Deck Pour Submittal	2	X						X
Concrete Cold/Warm Weather Plan	2	X						X
Ground Settlement Monitoring Submittal (Stage 1)	1		X		X	X		X
Ground Settlement Monitoring Submittal (Stage 2)	1	X			X	X		X
Bridge Railing Submittal (est. total of three submittals, with one review each)	3	X	X					X

SWPPP Plan	2		X				X	X
Haz Mat & FA-Site Cleanup Submittal	2		X				X	X
Waterline Line Submittal	1	X	X					X
Utility/Waterline Bridge Attachments	2	X						X
Utility Platform Access Submittal	2	X	X					X
Bridge Barrier Submittal (est. total of three submittals, with one review each)	3	X						X
Bridge Approach slab Submittal (est. total of four submittals, with one review each)	4	X						X
Backwall Stainless Steel Plate submittal	2	X						X
Levee Construction Submittal	2		X		X		X	X
Steel Levee Gate Submittal	1	X	X		X			X
Drainage Submittal (est. total of three submittals, with one review each)	3		X					X
Signing Submittal (est. total of two submittals, with one review each)	2		X					X
Roadway Illumination Submittal	1		X	X				X
Bridge Illumination Submittal	2	X	X	X				X
Signal Submittal (each intersection)	2		X	X				X
Temporary Traffic Singal Submittal (est. total of three submittals, with one review each)	3	X		X				X
ITS Submittal (est. total of three submittals, with one review each)	3		X					X
Traffic Control Plan (Stage 1)	2		X					X
Traffic Control Plan (Stage 2)	2		X					X
General Materials Submittals	30							X

- A submittal review counts for each request. Multiple submittals by the contractor may add level of effort to the PROJECT.

Deliverable(s)

- Responses to CONSULTANT CA&I staff to support up to 60 RFIs
- Provide review comments to CONSULTANT CA&I staff on up to 135 submittal reviews

Subtask 2.3– Change Orders

The CONSULTANT and subconsultants (as needed) shall provide revised plans and specifications as required to execute change orders. It is assumed that up to 16 change orders will be executed, 12 of which will require DCSS support.

Assumption(s)

- Each change order will assume engineering effort to update two plan sheets, three special provisions, and associated engineer's quantities/estimate.

- Electrical engineer will assist three change orders, independent from CONSULTANT's efforts.
- Geotechnical engineer will assist with up to two updates to geotechnical recommendations (memo format).
- Environmental engineer will assist in reviewing four special provision changes.
- Licensed land surveyor will review changes or update base map for two change orders.
- Right-of-Way Subconsultants will review changes for two change orders that effect ROW changes.
- Independent estimates for proposed change orders (task under CA&I Services).
- Change order form to be in a format approved by the CITY (task under CA&I Services).

Deliverable(s)

- Revised plans, specifications, and quantities will be provided, as required, for each change order.

Subtask 2.4 – Inspections

CONSULTANT design staff, geotechnical engineer, electrical engineer, environmental engineer, and professional land surveyors will provide part-time, special inspections, and survey verification on an as-needed or as-desired basis. Possible specialized inspection services may include the following.

- Geotechnical observations of the drilled shaft operations, during excavation and concrete and CSL testing, including transition pours, preparation of the shaft reinforcement cage, and concrete placement.
- Geotechnical observations for the installation of drilled shafts for luminaires (as requested).
- Geotechnical observation for the installation of the ground stabilizing Geosynthetic layers.
- Geotechnical observation of wall construction weekly during foundation, structural earth wall (block and welded wire), sheet pile wall, and geosynthetic wall construction activities.
- Geotechnical observations and evaluations of surcharge placement and settlement.
- Electrical engineer inspections of temporary and permanent traffic signal and roadway/bridge illumination systems.
- Drainage and Temporary Erosion and Sediment Control (TESC) engineer observations of drainpipe installations, swale construction, and TESC installations.
- Staking verifications performed by a licensed surveyor.
- ROW survey verification performed by a licensed surveyor.
- Environmental assistance to the project team to ensure the Contractor understands all permit requirements. This will include:
 1. Attending a site preconstruction meeting to discuss all elements of the project permits and any unique site conditions.
 2. Accompany the Lead Project Inspector and the Contractor on weekly environmental walk-throughs of the site to ensure all best management practices are installed and operational and if any revisions need to be made.

3. Monitor all permitting conditions, verify noise compliance issues; respond to Contractor RFIs concerning environmental issues and commitments; and update permits, and documentation as needed to address construction issues.
- Utility coordination with utility providers.
 - Landscape architect observation and evaluation of plant material and planting.

Assumption(s)

- Survey subconsultant will provide 40 hours for verification surveys on an on-call basis.

Deliverable(s)

- CONSULTANT staff will provide daily inspection report notes to the project Resident Engineer whenever on site to conduct these inspections.

Subtask 2.5 – Record Drawings

The CONSULTANT shall prepare a record set of drawings for the CITY that reflect field changes (additions, modifications, or deletions) to the bid drawing set during construction. The record drawing set shall include drawings revised or reissued during construction because of change orders and shall include changes resulting from RFI responses. The basis for the record drawings shall be a set of bid drawings redlined with changes provided by the CITY (received from the Construction Contractor) and supplied to the CONSULTANT. These drawings shall be noted as “record drawings” in the drawing revision block, but shall not require seals or signatures of registered professionals. The intent of the record drawing set is to provide the best information available to capture significant field changes, but not necessarily, every minor change that may occur.

Deliverable(s)

- One set of 11x17 in PDF format
- One electronic set in MicroStation format

Subtask 2.6 – Bridge Load Rating

The CONSULTANT shall load rate the bridge in accordance with WSDOT load rating procedures. CONSULTANT will submit a draft report for review by WSDOT and then provide an updated rating with a comment resolution form.

Deliverable(s)

- Draft load rating calculations and copies
- Final load rating calculations and copies

Subtask 2.7 – Right-of-way Support

The CONSULTANT shall respond to any project or public inquiries related to the ROW acquisition process. The Consultant shall provide ROW guidance as requested during and after construction.

Assumption(s)

- Anything beyond this scope would require an amendment.

Deliverable(s)

- Respond to inquiries regarding the ROW process only.
- Provide guidance as needed during and after construction.

Subtask 2.8 – Environmental and Permit Support

The CONSULTANT shall support ongoing environmental compliance reviews of the project during construction. The work will be performed in accordance with FHWA standards. The following tasks identify the work needed:

- To address construction changes, permit modifications may be needed to keep the project moving forward. Cowling will identify the permit modifications required per construction change and work to write modifications to the appropriate agencies as needed.
- Cowling will conduct weekly NPDES site inspections and water sampling to assist in Section 402 oversight with the CM team to assure contractor compliance with the CITY'S NPDES permit. These site inspections will include documentation of findings into a SWPPP report which will be filed on site. Water sampling for turbidity will also be documented to DOE's Water Quality portal under the projects monthly DMR reports.
- Soil sampling and testing may be required if hazardous materials are observed during construction. Cowling will conduct soil and water sampling as required by project permits or regulatory agencies. Once test results come back, Cowling will document findings in a memo and discuss cleanup protocol for samples above MTCA Level A Residential Use Cleanup standards.
- If required by the contractor, Cowling will assist in filling out the application for the sewer discharge permit from the City of Sumner.
- Respond to contractor RFIs concerning environmental issues and commitments.
- A coffer dam will need to be constructed to separate removal and construction of the bridge abutment from the river. Fish Exclusion from the cofferdam will be required for this work. Cowling will coordinate and conduct exclusion of all fish in accordance with WDFW standards, from the cofferdam before it is closed off from the river flow.

Deliverable(s)

- Update permit documents as needed.
- Weekly site inspections and SWPPP reporting and monthly DMR reporting
- Soil and water sampling for MTCA Cleanup
- Sewer Discharge Permit application and compliance testing
- Responding to contractor RFIs concerning environmental issues.
- Fish exclusion from coffer dam structure.

SUBCONSULTANTS

These construction support services include services provided by the following subconsultants.

- PanGeo – Geotechnical Engineer
- DKS Associates – Electrical Engineer (Illumination and Traffic Signals)
- Furtado and Associates – Professional Land Surveyor

- Tierra – Right-of-way team
- Cowling – Environmental Engineer

TASK 3.0 – AD, BID, AND AWARD SUPPORT SERVICES (ABASS)

ABASS finalizes the project for Ad, assists in securing or secures approvals needed for Ad and for construction, and provides services throughout bidding and award of the construction contract.

The scope for these services assumes that:

- This agreement is effective 1 November 2024
- The Ad date for the construction contract is 11 September 2024
- The NTP date for the Construction Contractor is 1 November 2024

Under ABASS, six tasks will be performed as follows.

Subtask 3.1: Vacant

Subtask 3.2: Prepare Response to Bidder Inquiries

The CONSULTANT shall provide formal responses to comments received by the CITY during the bid advertisement period. The responses to the comments will be submitted to the CITY for further distribution and dissemination to the contract plan holders. It is assumed that the CONSULTANT will provide up to 30 formal responses. It is assumed there will be a four-week bid period.

Subconsultants may be asked to help review/respond with up to five requests for information each for DKS, PanGEO, and Cowling, and up to two requests for information for Furtado.

Deliverable(s)

Up to 30 formal responses to bidder inquiries

Subtask 3.3: Prepare Addendums

The CONSULTANT shall prepare addendum packages to the contract bid documents as requested by the CITY. It is assumed that the CONSULTANT will provide up to four addendums. It is assumed there will be a four-week bid period.

Subconsultants may be asked to help review/respond with up to two addendums for DKS and up to one for Cowling.

Deliverable(s)

Up to four addendums

Subtask 3.4: Prepare Conformed Final Contract Documents

After the bid process is complete, the CONSULTANT shall prepare the conformed final contract documents, which will include any information from the addendums that needs to be included in the final contract documents.

Deliverable(s)

- Three sets of corrected final contract documents, including one full-size set and two half-size set of plans, two sets of contract documents, and one disk with all the plans, specifications, and estimates (PS&E) contract documents in PDF format

Subtask 3.5: Prebid Meeting

The CONSULTANT will conduct a prebid meeting in conjunction with the CITY. This includes preparing the meeting agenda, preparing a presentation in PowerPoint format highlighting key PROJECT features that are included in the contract, provide a sign-in sheet, and taking meeting notes.

A site tour will be conducted directly after the prebid meeting. The completed presentation, along with a meeting sign-in sheet, will be transmitted to the CITY for posting on the CITY's website.

The CONSULTANT will participate with up to four staff. One subconsultant each from Cowling and DKS will also participate.

Deliverable(s)

- Meeting agenda (MS Word)
- PowerPoint presentation (MS PowerPoint)
- Meeting sign-in sheet (MS Word)
- Meeting notes (MS Word)

Subtask 3.6: Bid Evaluation Review and Meeting

The CONSULTANT will facilitate a bid review meeting with the CITY and apparent low bidder. The CONSULTANT will evaluate the bid tabulations of all bidders and compare to the engineer's estimate and other bidders. Items that contain discrepancies from the engineer's estimate will be highlighted for review. The CONSULTANT will prepare a list of questions regarding the Contractor's approach to the PROJECT, the conceptual PROJECT schedule, and any bid items with discrepancies from the engineer's estimate. After the meeting, the CONSULTANT will forward documentation of the meeting and recommendations to the CITY.

Deliverable(s)

Review of contractor's bid, meeting minutes, and recommendations to CITY

BUDGET FOR CA&I SERVICES AND DCSS**General**

WSP field staff will be billed on a cost-plus-fixed-fee basis. Hourly rates will be determined based on the WSP-approved salary multiplier for the CA&I and DCSS separately.

It is recognized that the budget for these services needs to fit within the overall budget for the PROJECT, but that the level of services also needs to be sufficient to administer and inspect the PROJECT and to provide adequate records to meet WSDOT standards to pass WSDOT/FHWA audits.

However, it is also recognized by both parties that efforts to provide services under this Contract can vary considerably from estimates used to develop the additional amount payable for this Contract. Some budget items may cost more, and other items may cost less. Budgets for some subconsultants may not be expended and may be used by CONSULTANT and/or other subconsultants. CONSULTANT will monitor total costs expended under this Contract and will notify CITY when costs have reached 25, 50, and 75 percent of the additional maximum amount payable authorized under this supplemental agreement. At each cost milestone, CONSULTANT will meet with the CITY and will jointly develop an estimated amount to complete the work. If CONSULTANT costs for the remaining work under this agreement are estimated to be higher than the original Contract amount, the remaining work above the amount authorized will not be performed without prior written authorization from the CITY. This paragraph will also be included in Section XIV, EXTRA WORK, of the Agreement.

Field Office Equipment and Supplies

Field office equipment includes computers, laptops, tablets, software specific to construction management, and miscellaneous field supplies.

Computers/tablets and general software are included in the fixed-fee multiplier. Software specific to this project like Headlight and AUTODESK Construction Cloud will be charged on a monthly basis to the PROJECT. WSP will provide a license for each field staff and can provide licenses for CITY staff as requested at no additional cost. Miscellaneous field supplies will only be charged to the PROJECT that are purchased for the sole purpose of being used on this PROJECT.

Vehicles and Mileage

CONSULTANT field staff shall be compensated for vehicle lease and mileage to and from the permanent duty station to the site or from home, whichever is less. CONSULTANT field staff shall be compensated for mileage traveled at the site. Travel expenses for part-time and temporary inspection services, as well as for project meetings attended by engineer support staff of the CONSULTANT and its subconsultants, shall be invoiced on the basis of mileage.

Exhibit B

DBE Participation Plan

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

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

N/A

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

N/A

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

See Scope of Work

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

See Scope of Work

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

See Scope of Work

II. Any Other Electronic Files to Be Provided

See Scope of Work

III. Methods to Electronically Exchange Data

Outlook, AUTODESK Construction Cloud

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

Outlook

C. File Transfers Format

Word, Excel, PDF

Exhibit D
Prime Consultant Cost Computations

Construction Administration and Inspection (CA&I) Task 1.1 and Task 1.2

DIRECT SALARY COSTS (DSC) for WSP

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Construction Project Manager 2025	44	X	\$103.62	= \$	4,559
2026	48		\$107.77	\$	5,173
2027	48		\$112.08	\$	5,380
2028	34		\$116.56	\$	3,963
2 Resident Engineer 2025	537	X	\$98.81	= \$	53,041
2026	444		\$102.76	\$	45,627
2027	444		\$106.87	\$	47,452
2028	295		\$111.15	\$	32,811
2 Office Engineer 2025	1,904	X	\$74.74	= \$	142,303
2026	2,088		\$77.73	\$	162,297
2027	2,088		\$80.84	\$	168,789
2028	1,476		\$84.07	\$	124,089
3 Project Inspector 2025	1,904	X	\$62.42	= \$	118,852
2026	2,088		\$64.92	\$	135,552
2027	2,088		\$67.52	\$	140,974
2028	1,476		\$70.22	\$	103,640
4 Document Control Specialist 2025	899	X	\$45.80	= \$	41,187
2026	922		\$47.64	\$	43,940
2027	922		\$49.54	\$	45,697
2028	382		\$51.52	\$	19,661
WSP Field Hours, TOTAL	20,132		Subtotal Direct Salary Costs (DSC) = \$		1,444,988
			Salary Escalation - Estimated Salary Escalation Costs are included in above rates	\$	-
		Field Overhead (OH) 109.63%	of (DSC + SE) = \$		1,584,140
		Profit/Fee (P/F) 25.00%	of (DSC + SE) =		361,247
			FIELD SALARY COSTS (DSC + SE + OH + FF) = \$		3,390,375
6 Admin 2025	44	X	\$39.33	= \$	1,731
2026	48		\$40.91	\$	1,963
2027	48		\$42.54	\$	2,042
2028	36		\$44.24	\$	1,593
WSP Office Hours, TOTAL	176		Subtotal Direct Salary Costs (DSC) = \$		7,329
			Salary Escalation - Estimated Salary Escalation Costs are included in above rates	\$	-
		Office Overhead (OH) 141.93%	of (DSC + SE) = \$		10,402
		Profit/Fee (P/F) 25.00%	of (DSC + SE) =		1,832
			OFFICE SALARY COSTS (DSC + SE + OH + FF) = \$		19,563
			TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$		3,409,938

SUBCONSULTANTS

Survey	\$	13,851
HWA	\$	288,157
Akana	\$	297,082
TOTAL SUBCONSULTANTS - CA&I =	\$	599,090

DIRECT NONSALARY COSTS (DNCS)

	Months	Users	Monthly Rate	
Headlight Software (Monthly, 4 users x 42 months)	42	4	\$ 200.00	\$ 33,600
Misc Printing			\$	-
Field Supplies			\$	-

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF Sumner - Stewart Road

CA + DCSS + ABASS Costs
9/27/2024

	RT / Mo	Months	RT Miles	Mileage Rate		
CM Mileage	8	42	60	\$	0.670	\$ 13,507
RE Mileage	21	42	60	\$	0.670	\$ 35,456
Inspector Mileage	21	42	60	\$	0.670	\$ 35,456
PM Mileage	4	42	24	\$	0.670	\$ 2,701
Doc Control Mileage	8	42	24	\$	0.670	\$ 5,403
TOTAL REIMBURSABLE EXPENSES (DNSC) = \$						126,124
TOTAL CA&I FEE (DSC + SE + OH + FF + DNSC) = \$						4,135,152

DESIGN CONSTRUCTION SUPPORT SERVICES (DCSS) COSTS Task 2.1 thru 2.24

WSP	\$	184,792
SUBCONSULTANTS		
Cowling & Co	\$	426,935.91
DKS	\$	85,113.36
PanGeo	\$	58,518.68
Tierra ROW	\$	6,999.97

TOTAL ESTIMATED DESIGN CONSTRUCTION SUPPORT FEES = \$	762,360
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AD, BID, AND AWARD SUPPORT SERVICES (ABASS) COSTS Task 3.1 thru 3.3

WSP	\$	84,221
Cowling & Co	\$	4,000
DKS	\$	8,000

SUBCONSULTANTS

TOTAL ESTIMATED ABASS CONSTRUCTION SUPPORT FEES = \$	96,221
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CONTRACT \$	4,993,733
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EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF SUMNER - Stewart Road

CA + DCSS + ABASS Costs
9/27/2024

CA&I STAFFING CALENDAR
Stewart Road Bridge

Calendar year Month Working Days per Month				AGENCY																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF SUMNER - Stewart Road

CA + DCSS + ABASS Costs
9/27/2024

2027										2027 TOTAL	2028										2028 TOTAL	TOTAL HOURS			
APR 22	MAY 21	JUN 22	JUL 22	AUG 22	SEP 22	OCT 21	NOV 22	DEC 23	JAN 21		FEB 21	MAR 23	APR 20	MAY 23	JUN 22	JUL 21	AUG 23	SEP 21	OCT 22	NOV 22			DEC 21		
4	4	4	4	4	4	4	4	4	4	48	4	4	4	4	4	4	4	2			34	174			
35	34	44	46	42	35	34	35	37		444	34	34	37	32	37	35	34	37	17			295	1,720		
176	168	176	176	176	176	168	176	184		2088	168	168	184	160	184	176	168	184	84			1476	7,556		
176	168	176	176	176	176	168	176	184		2088	168	168	184	160	184	176	168	184	84			1476	7,556		
70	84	88	88	88	88	67	70	74		922	42	42	46	40	46	44	42	46	34			382	3,126		
0	0	0	184	168	80	0	0	0		432	0	0	0	0	0	0	0	0				0	1,296		
4	4	4	4	4	4	4	4	4		48	4	4	4	4	4	4	4	4				36	176		
										Contract Substantial Completion--															
										Contract Physical Completion--															
										Contract Final Completion--															
466	462	492	678	658	563	445	466	486		6070	420	420	459	400	459	439	420	459	224	0	0	0	3699	21,604	

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF SUMNER - Stewart Road

CA + DCSS + ABASS Costs
9/24/2024

WSP Inc.

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Project Manager	88	X	\$105.00	=	\$ 9,240
2 Project Engineer	202	X	\$95.00	=	\$ 19,190
3 Civil Engineer	188	X	\$75.00	=	\$ 14,100
4 Structural Engineer	219	X	\$65.00	=	\$ 14,235
5 Designer-CADD	140	X	\$55.00	=	\$ 7,700
6 Admin, Clerical	<u>0</u>	X	\$36.00	=	<u>\$ -</u>
Total Hours	837	Subtotal Direct Salary Costs (DSC) =			\$ 64,465
		Salary Escalation (SE) = 7% of DSC =			\$ 4,513
		Subtotal (DSC + SE) =			\$ 68,978
Overhead (OH)	141.93%	of (DSC + SE) =			\$ 97,900
Profit/Fee (P/F)	25.00%	of (DSC + SE) =			\$ 17,244
TOTAL SALARY COSTS (DSC + SE + OH + FF) =					\$ 184,122

DIRECT NONSALARY COSTS (DNSC)

Mileage	1000	miles @ \$ 0.670	\$ 670
Inspection Equipment	Equipment		
Copies			\$ -
TOTAL REIMBURSABLE EXPENSES (DNSC) = \$			670

TOTAL AUTHORIZED AMOUNT = \$ 184,792

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF SUMNER - Stewart Road

CA + DCSS + ABASS Costs
9/24/2024

WSP DCSS Staff	Task No.	Project Manager	Project Engineer	Civil Engineer	Structural Engineer	Designer-CADD	Admin, Clerical	WSP Totals
TASK DESCRIPTION								
MANAGE DESIGN CONSTRUCTION SUPPORT SERVICES								
TASK 2.1 - Manage DCSS	2.1	6	26	12	8	-	-	52
Up to 2 Staff to attend preconstruction meeting		2	2	-	-	-	-	
Up to 2 Staff to attend 24 weekly meetings		4	24	12	8	-	-	
Task 2.2 - RFI and Submittal Review	2.2	32	88	120	95	-	-	335
Respond to up to 60 RFIs		8	20	60	20	-	-	
Respond to up to 135 Submittals		24	68	60	75	-	-	
Task 2.3 - Change Orders	2.3	16	64	24	32	96	-	232
Respond to up to 12 Change Orders		16	64	24	32	96	-	
Task 2.4 - Inspections	2.4	20	-	20	20	-	-	60
Field visits (Assume 10 2 hour visits by 2 Designers)		20	-	20	20	-	-	
Task 2.5 - Record Drawings	2.5	4	16	8	8	40	-	76
1 set of 11x17 PDF Record Drawings		4	16	8	8	40	-	
Task 2.6 - Bridge Load Rating	2.6	6	-	-	56	-	-	62
Draft Load rating and calc		4	-	-	40	-	-	
Final Load rating and calc		2	-	-	16	-	-	
Task 2.7 - ROW Support	2.7	4	8	4	-	4	-	20
TOTAL ESTIMATED HOURS FOR DCSS		88	202	188	219	140	-	837

837

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF SUMNER - Stewart Road

CA + DCSS + ABASS Costs
9/27/2024

WSP Costs

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
Project Manager	15	X	\$103.62	=	\$ 1,554
Resident Engineer	32	X	\$98.81	=	\$ 3,162
Office Engineer	67	X	\$74.74	=	\$ 5,008
Inspector	0	X	\$62.42	=	\$ -
Doc Control	55	X	\$45.80	=	\$ 2,519
Project Manager (Office)	18	X	\$105.00	=	\$ 1,890
Project Engineer (Office)	60	X	\$95.00	=	\$ 5,700
Civil Engineer (Office)	92	X	\$75.00	=	\$ 6,900
Structural Engineer (Office)	48	X	\$65.00	=	\$ 3,120
Designer-CADD (Office)	52	X	\$55.00	=	\$ 2,860
Admin (Office)	5	X	\$39.33	=	\$ 197
Total Hours	444	Subtotal Direct Salary Costs (DSC) =			\$ 32,910
		Salary Escalation (SE) = 0% of DSC =			\$ -
		Subtotal (DSC + SE) =			\$ 32,910
Overhead (OH Field)	109.63%	of (DSC + SE) =			\$ 13,422
Overhead (OH Office)	141.93%	of (DSC + SE) =			\$ 29,332
Profit/Fee (P/F)	25.00%	of (DSC + SE) =			\$ 8,227

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 83,891

DIRECT NONSALARY COSTS (DNSC)

Mileage	400	miles @ \$ 0.670	\$ 268
Inspection Equipment			
Copies			\$ 62
TOTAL REIMBURSABLE EXPENSES (DNSC) = \$			330

TOTAL AUTHORIZED AMOUNT = \$ 84,221

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF SUMNER - Stewart Road

CA + DCSS + ABASS Costs
9/27/2024

WSP ABASS Staff	Task No.	Project Manager	Resident Engineer	Office Engineer	Inspector	Doc Control	Project Manager (Office)	Project Engineer (Office)	Civil Engineer (Office)	Structural Engineer (Office)	Designer-CADD (Office)	Admin (Office)	WSP Totals
AD, BID AND AWARD SUPPORT SERVICES													
TASK 3.1 - Vacant	3.1	-	-	-	-	-	-	-	-	-	-	-	-
TASK 3.2 - Prepare Response to Bidder Inquiries (up to 30 responses)	3.2	4	8	8	-	4	4	8	16	16	4	1	73
TASK 3.3 - Prepare Addendums (up to 4 addendums)	3.3	-	-	-	-	-	8	32	64	32	48	1	185
TASK 3.4 - Prepare Conformed Final Contract Documents	3.4	-	-	-	-	-		8	12			1	21
TASK 3.5 - Prebid Meeting	3.5	3	8	3	-	3	6	12	-	-	-	1	36
TASK 3.6 - Bid Evaluation Review and Meeting	3.6	8	16	56	-	48	-	-	-	-	-	1	129
TOTAL ESTIMATED HOURS FOR ABASS		15	32	67	-	55	18	60	92	48	52	5	444

444

August 5, 2024

WSP USA, Inc.
One Penn Plaza
250 West 34th Street
New York, NY 10119

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Christopher Kidd:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) based on the "Independent CPA Report" prepared by Deloitte & Touche, LLP of the following:

- Home Office: 141.93% of direct labor (rate includes 0.48% Facilities Capital Cost of Money).
- Field Office: 109.63% of direct labor (rate includes 0.43% Facilities Capital Cost of Money).

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

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

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

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

Regards,



[Schatzie Harvey \(Aug 5, 2024 14:27 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: sms

Cc: Noelani Triggs

Exhibit E

Sub-consultant Cost Computations

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

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF SUMNER - Stewart Road

CA + DCSS + ABASS Costs
9/24/2024
AKANA

Akana Staff & Costs

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Project Manager	84	X	\$137.50	= \$	11,550
2 Admin	84	X	\$40.00	= \$	3,360
3 Inspector	<u>1,296</u>	X	\$60.00	= \$	<u>77,760</u>
Total Hours		1,464	Subtotal Direct Salary Costs (DSC) = \$		92,670
			Salary Escalation (SE) = 6% of DSC = \$		5,560
			Subtotal (DSC + SE) = \$		98,230
Overhead (OH)	131.51%		of (DSC + SE) = \$		129,183
Profit/Fee (P/F)	30.00%		of (DSC + SE) = \$		29,469

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 256,882

DIRECT NONSALARY COSTS (DNSC)

Mileage	60000	miles @ \$ 0.670	\$	40,200
Photo & Graphic Supplies			\$	-

TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ 40,200

TOTAL AUTHORIZED AMOUNT = \$ 297,082

July 29, 2024

Cooper Zietz Engineers, Inc
6400 SE Lake Road, Suite 200
Portland, Oregon 97222

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Bernie Egan:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 146.22% and 131.51% of direct labor for Home office and Field office. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


[Schatzie Harvey \(Jul 29, 2024 13:48 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF Sumner - Stewart Road Bridge

CA + DCSS + ABASS Costs
9/24/2024
Cowling_DCSS

Cowling and Co

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Enviromental Manager	393	X	\$80.00	= \$	31,440
2 Senior Biologist	1,350	X	\$65.00	= \$	87,750
3 Project Bioloigst	566	X	\$42.00	= \$	23,772

Total Hours	2,309	Subtotal Direct Salary Costs (DSC) =	\$ 142,962
		Salary Escalation (SE) = 7% of DSC =	\$ 10,007
		Subtotal (DSC + SE) =	\$ 152,969
Overhead (OH)	137.62%	of (DSC + SE) =	\$ 210,516
Profit/Fee (P/F)	30.00%	of (DSC + SE) =	\$ 45,891

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 409,377

DIRECT NONSALARY COSTS (DNSC)

Mileage	26208	miles @ \$ 0.670	\$ 17,559
Miscellaneous Expendables (photographs, equip rental, etc)			\$ -

TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ 17,559

TOTAL AUTHORIZED AMOUNT = \$ 426,936

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF Sumner - Stewart Road

CA + DCSS + ABASS Costs
9/24/2024
Cowling Hours DCSS

Cowling & Co	Task No.	Enviromental Manager	Senior Biologist	Project Bioloigst	Sub Totals
TASK 2.8 - Environmental and Permit Support	2.8	393	1350	566	2309
Permit Modifications		84	84	168	
NPDES Permit Inspections & Reporting		42	728	168	
Soil and Groundwater Testing & Reporting		84	140	-	
Sewer Discharge Permit Application & Testing		84	168	182	
Responding to Contractor RFIs		91	182	-	
Fish Exclusion		8	48	48	
TOTAL ESTIMATED HOURS		393	1,350	566	2,309

2309

June 14, 2024

Cowling & Co., LLC dba Widener & Associates
1902 120th Pl SE, Suite 202
Everett, WA 982058

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Jeanette Widener:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 137.62%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (Jun 17, 2024 04:51 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF Sumner - Stewart Road Bridge

CA + DCSS + ABASS Costs
9/24/2024
DKS Cost_DCSS

DKS

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Principal Engineer	0	X	\$ 109.41	= \$	-
2 Project Manager	120	X	\$ 109.41	= \$	13,129
3 Project Engineer	0	X	\$ 59.91	= \$	-
4 Assistant Engineer	159	X	\$ 50.85	= \$	8,085
5 CAD Technician	76	X	\$ 42.32	= \$	3,216
6 Admin	20	X	\$ 41.63	= \$	833
7		X	\$0.00	= \$	-
8		X	\$0.00	= \$	-

Total Hours	375	Subtotal Direct Salary Costs (DSC) = \$	25,263
	Salary Escalation (SE) =	7% of DSC = \$	1,768
		Subtotal (DSC + SE) = \$	27,032
Overhead (OH)	183.13%	of (DSC + SE) = \$	49,503
Profit/Fee (P/F)	30.00%	of (DSC + SE) = \$	8,110

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 84,644

DIRECT NONSALARY COSTS (DNSC)

Mileage	700	miles @ \$ 0.670	\$ 469
Miscellaneous Expendables (photographs, equip rental, etc)			\$ -

TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ 469

TOTAL AUTHORIZED AMOUNT = \$ 85,113

HOUR AND FEE ESTIMATE

EXHIBIT D

Project: City of Sumner
 Stewart Road Construction Support & Administration

9-Sep-24

DKS Associates

Task		Description	Labor Hour Estimate						Total Fee				
			Principal Engineer \$ 109.41	Project Manager \$109.41	Project Engineer \$ 59.91	Assistant Engineer \$ 50.85	CAD Technician \$ 42.32	Admin \$ 41.63	Hours	Direct Labor	Overhead 183.13%	Profit 30%	Effective multiplier 313.13%
Task 1 - Construction Administration			0	18	0	24	0	0	42	\$ 3,190	\$ 5,841	\$ 957	\$ 9,988
	Monthly project team meetings		18		24								
Task 2 - Design Construction Support and meetings			0	102	0	135	76	20	333	\$ 22,073	\$ 40,423	\$ 6,622	\$ 69,119
2.1	Project Administration and meetings												
	Meetings -												
	Review of Invoicing (up to 24 monthly invoices)		12				12						
2.2	RFI and Submittal Review												
	RFI		30		24	16							
	Submittal Review - Illumination (includes ped lighting)		8		16								
	Submittal Review - Signals		6		15								
	Submittal Review - ITS (up to 30 review items)		18		24								
2.3	Change Orders												
	Up to 4 change Orders		12		32	24	8						
2.4	Inspections (not included in scope)												
2.5	Record Drawings		16		24	36							
Task 3. Ad, Bid and Award Support Services			0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
SUM			0	120	0	159	76	20	375	25,263	46,265	7,579	\$ 79,107
Sub Consultants:													
ODC:													
Mileage/Print											\$ 450.00		
												Grand Total	\$ 79,557

November 6, 2023

DKS Associates
720 SW Washington Street, Suite 500
Portland, OR 97205

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Mike Thomas:

We have accepted your firms FYE 2023 Indirect Cost Rate (ICR) of 183.13% of direct labor (rate includes .33% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Moss Adams, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,



Schatzie Harvey (Nov 7, 2023 14:11 PST)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF Sumner - Stewart Road Bridge

CA + DCSS + ABASS Costs
9/24/2024
Furtado Cost_DCSS

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>	<u>Rate</u>		<u>Cost</u>
1 Department Manager	22	\$82.96	= \$	1,825
2 Survey Manager III	4	\$74.63	= \$	299
3 Project Manager II	8	\$56.06	= \$	448
4 Civil Engineer III	0	\$58.97	= \$	-
5 Engineering Technician V	0	\$40.36	= \$	-
6 Field Team Lead	24	\$50.58	= \$	1,214
7 Surveyor III	20	\$34.05	= \$	681
8 Senior Projects Administrator	4	\$55.16	= \$	221

Total Hours	82	Subtotal Direct Salary Costs (DSC) = \$	4,688
		Salary Escalation (SE) = 7% of DSC = \$	328
		Subtotal (DSC + SE) = \$	5,016
Overhead (OH)	131.51%	of (DSC + SE) = \$	6,596
Profit/Fee (P/F)	30.00%	of (DSC + SE) = \$	1,505

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 13,117

DIRECT NONSALARY COSTS (DNSC)

Mileage	200	miles @ \$ 0.670	\$ 134
Survey Vehicle Usage (\$60/day)	10	60	\$ 600

TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ 734

TOTAL AUTHORIZED AMOUNT = \$ 13,851

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF Sumner - Stewart Road

CA + DCSS + ABASS Costs
9/24/2024
Furtado Hours_DCSS

TASK DESCRIPTION	Task No.	Department Manager	Survey Manager III	Project Manager II	Civil Engineer III	Engineering Technician V	Field Team Lead	Surveyor III	Senior Projects Administrator	Sub Totals
TASK X.1 - TASK NAME		22	4	8	-	-	24	20	4	82
Invoice and Billing		4							4	8
RFI		10								10
Submittals		4								4
CO Basemap		4		8						12
Additional Survey Verification Checks			4				24	20		48
TOTAL ESTIMATED HOURS		22	4	8	-	-	24	20	4	82

82

July 15, 2024

Furtado & Associates, Inc.
1325 4th Ave, Suite 1900
Seattle, WA 98101

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Jessica Goldsberry:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 165.60% for Home Office and 131.51% for Field Office. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (Jul 16, 2024 06:45 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF SUMNER - Stewart Road

CA + DCSS + ABASS Costs
9/24/2024
HWA

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 GeoEng VIII	102	X	\$92.00	= \$	9,384
2 GeoEng II	2	X	\$43.50	= \$	87
3 Geol VI	102	X	\$60.00	= \$	6,120
4 Geol II	1,504	X	\$35.00	= \$	52,640
5 Contracts	40	X	\$35.00	= \$	1,400

Total Hours	1,750	Subtotal Direct Salary Costs (DSC) = \$	69,631
	Salary Escalation (SE) =	0% of DSC = \$	-
		Subtotal (DSC + SE) = \$	69,631
Overhead (OH)	187.24%	of (DSC + SE) = \$	130,377
Fixed Fee (FF)	30.00%	of (DSC + SE) = \$	20,889

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 220,897

Laboratory Testing

	<u>QTY</u>	<u>Cost</u>	
Acceptance Testing for CSBC and CSTC (GS, SE, Fractu	8	\$375	\$3,000
Acceptance Testing for Gravel Borrow, GB for Walls Core	25	\$310	\$7,750
Acceptance Testing for Gravel Backfill for SEW (GS, SE,	3	\$475	\$1,425
Acceptance Testing for JUT Sand Bedding (GS) - 2 sourc	2	\$195	\$390
Native Soils to be used as backfill (GS)	4	\$195	\$780
Proctor Tests on all Materials to be Compacted	40	\$285	\$11,400
Concrete Aggregate Testing (GS) - 6 mixes x 2 aggregate	24	\$195	\$4,680
Concrete Compressive Strength Cylinders (assume 99 se	396	\$35	\$13,860
HMA Aggregate Acceptance (FF, SE, Unc. Voids)	3	\$330	\$990
HMA Oven Correction Factor (1 mix x 1 source x 3 burns)	3	\$160	\$480
HMA: Rice Density, Extraction/Gradation	3	\$385	\$1,155
	Total		\$45,910

DIRECT NONSALARY COSTS (DNSC)

Mileage to Job Site IRS Rate 0.67/mile, assume 248 trips	22940	\$0.67	\$15,370
Mileage for Sampling Aggregates and HMA at Sources			\$1,780
Nuclear Gauge Rental (Thin Lift or Soil): 84 days @ \$50/c	84	\$50	\$4,200
	Total		\$21,350

TOTAL EXPENSES = \$ 67,260

TOTAL AUTHORIZED AMOUNT = \$ 288,157

PAYMENT

Services will be paid on a DSC multiplier equal to 3.1724

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF SUMNER - Stewart Road

CA + DCSS + ABASS Costs
9/24/2024
HWA Hours

HWA Staff	Task No.	GeoEng VIII	GeoEng II	Geol VI	Geol II	Contracts	HWA Totals
Aggregate Inspection/Testing:		0	0	0	572	0	572
Sampling of aggregates at WSDOT intervals (assume 2 sources)					60		
Inspection and Testing of Storm and Sewer Trench Backfill (10 visits)					60		
Inspection and Testing of Water Main Trench Backfill (8 visits)					48		
Inspection and Testing of JUT Backfill (6 visits)					36		
Inspection and Testing of Surcharge Backfill (6 visits)					36		
Inspection and Testing of Wall Backfill (12 visits)					96		
Inspection and Testing of Levee Backfill (12 visits)					96		
Inspection and Testing of Roadway Prism Backfill (10 visits)					80		
Inspection and Testing of compacted aggregates for roadway/sidewalk construction (10 visits)					60		
Asphalt Inspection/Testing:		0	0	0	136	0	136
Inspection and Testing during HMA permanent trench patching					32		
Inspection and Testing during HMA Roadway/Overlay					60		
HMA Acceptance/Oven Ignition Correction Sampling of Aggregate and Oil (1 mix x 3 samples)					12		
HMA Sampling at Batch Plant (8 trips)					32		
Concrete Inspection/Testing:		0	0	0	796	0	796
Drilled Shafts (6 long visits plus pickups)					96		
Piers above ground (6 visits, plus pickups)					60		
Shaft Caps (6 visits, plus pickups)					60		
Curtain Walls (4 visits, plus pickups)					40		
Pier Walls (6 visits, plus pickups)					60		
Wing Walls (4 visits, plus pickups)					40		
Grout for Bearing Pads (3 visits, plus pickups)					30		
Bridge Deck (8 visits, plus pickups)					80		
Approach Slabs (4 visits, plus pickups)					40		
Concrete Barriers (6 visits, plus pickups)					60		
Flood Barrier Wall (4 visits, plus pickups)					40		
Curb & Gutter (10 visits plus pickups)					100		
Sidewalks (on request) (4 visits, plus pickups)					40		
ADA Ramps (2 visits, plus pickups)					20		
Driveway (2 visits, plus pickups)					20		
Luminaire Foundation (1 visit plus pickups)					10		
Geotechnical Observation/Project Management		102	2	102	0	40	246
Preconstruction Meeting		2	2	2			
QA Review, PM, Reporting, Submittal Reviews, and Report Distribution		100		100		40	
TOTAL ESTIMATED HOURS FOR ABASS		102	2	102	1,504	40	1750

1750

July 16, 2024

HWA GeoSciences, Inc.
21312 30th Dr SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Tracy Brodahl:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 187.24% (rate includes 1.03% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by T-Max CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (Jul 17, 2024 06:47 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: sms

HWA GEOSCIENCES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2023

Description	GL Account Balance	Unallowable Costs	FAR Ref	Total Proposed	% of Direct Labor
Direct Labor	<u>\$ 2,542,477</u>	<u>\$ -</u>		<u>\$ 2,542,477</u>	
Fringe Benefits:					
Bonuses	\$ 676,312	\$ -		\$ 676,312	
PTO	415,033	-		415,033	
401 k	122,129	-		122,129	
Employee group insurance	311,561	(5,190)	(1)	306,371	
Workers' comp	11,381	-		11,381	
Payroll taxes	346,233	(2,698)	(2)	343,535	
Other employee benefits	24,154	(17,972)	(3)(4)	6,182	
Total Fringe Benefits	<u>\$ 1,906,803</u>	<u>\$ (25,860)</u>		<u>\$ 1,880,943</u>	<u>73.98%</u>
General Overhead:					
Indirect labor	\$ 1,124,560	\$ (49,222)	(5)(6)	\$ 1,075,338	
Bid and proposals	91,966	(136)	(4)(7)	91,830	
Automobile expense	22,346	-		22,346	
Advertising and marketing	47,602	(47,602)	(6)	-	
Bank service charges	3,576	-		3,576	
Contributions	2,161	(2,161)	(8)(9)	-	
Computer and software expenses	231,875	-		231,875	
Depreciation and amortization	143,987	-		143,987	
Dues and subscriptions	5,478	-		5,478	
Insurance	262,396	-		262,396	
Interest	30,239	(30,239)	(10)(11)	-	
Maintenance and repairs	5,774	-		5,774	
Meals and entertainment	9,288	(1,200)	(3)	8,088	
Office supplies and postage	40,685	(1,520)	(12)(13)	39,165	
Printing	25,839	-		25,839	
Professional fees	122,081	(288)	(14)	121,793	
Seminars and professional education	61,854	(222)	(15)	61,632	
Supplies	71,843	-		71,843	
Rent and utilities	502,396	-		502,396	
Taxes and licenses	423,238	(238,098)	(2)(10)(11)(16)	185,140	
Telecommunications	63,027	-		63,027	
Travel	5,326	-		5,326	
Recovery	(37,025)	(36,443)	(17)	(73,468)	
Total General Overhead	<u>\$ 3,260,512</u>	<u>\$ (407,131)</u>		<u>\$ 2,853,381</u>	<u>112.23%</u>
Total Fringe Benefits and General Overhead	<u>\$ 5,167,315</u>	<u>\$ (432,991)</u>		<u>\$ 4,734,324</u>	<u>186.21%</u>
Facilities Capital Cost of Money (FCCM)				<u>\$ 26,264</u>	<u>1.03%</u>

See notes to the indirect cost statement.

HWA GEOSCIENCES, INC.
DESCRIPTION OF FAR REFERENCES
FOR THE YEAR ENDED DECEMBER 31, 2023

- (1) 31.205-19 (e) (2) (v) Insurance and indemnification - Costs of insurance on the lives of officers, partners, proprietors, or employees that does not represent additional compensation and the company is the beneficiary of the policy is unallowable.
- (2) 31.201-6 (a) Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (3) 31.205-14 Entertainment costs – Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable.
- (4) 31.205-51 Costs of alcoholic beverages - Costs of alcoholic beverages are unallowable.
- (5) 31.205-6 Compensation for personal services (b) (2) - Compensation is reasonable if the aggregate of each measurable and allowable element sums to a reasonable total. Any amount in excess of reasonableness is unallowable.
- (6) 31.205-1 (f) (1) Public relations and advertising costs - All public relations and advertising costs whose primary purpose is to promote the sale of products or services by stimulating interest in a product or product line, or by disseminating messages calling favorable attention to the contractor for purposes of enhancing the company image to sell the company's products or services are unallowable.
- (7) 31.205-46 (a) (2) Travel costs - Costs incurred for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel.
- (8) 31.205-8 Contributions or donations - Contributions or donations, including cash, property and services, regardless of recipient, are unallowable.
- (9) 31.205-22 (a) (1) Lobbying and political activity costs - Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activities are unallowable.
- (10) 31.205-20 - Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (11) 31.205-15 (a) Fines, penalties, and mischarging costs - Costs of fines and penalties resulting from violations of, or failure of the contractor to comply with, Federal, State, local, or foreign laws and regulations, are unallowable.
- (12) 31.205-13 (b) Employee morale, health, welfare, food service, and dormitory costs and credits - Costs of gifts are unallowable.
- (13) 31.201-2 (c) Determining allowability - Costs for other accounting periods are unallowable.
- (14) 31.202 (a) Direct costs - Direct costs of the contract shall be charged directly to the contract.
- (15) 31.201-2 (d) Determining allowability - Costs not supported with documentation are unallowable.
- (16) 31.205-41 (b) (7) Taxes - Income tax accruals designed to account for the tax effects of differences between taxable income and pretax income as reflected by the books of account and financial statements are unallowable.
- (17) 31.201-5 Credits - The applicable portion of any income, rebate, allowance, or other credit relating to any allowable cost and received by or accruing to the contractor shall be credited to the Government either as a cost reduction or by cash refund.

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF Sumner - Stewart Road Bridge

CA + DCSS + ABASS Costs
9/24/2024
PanGeo Cost_DCSS

DKS

DIRECT SALARY COSTS (DSC)

	<u>Personnel</u>	<u>Hours</u>			<u>Rate</u>		<u>Cost</u>
1	Principal	27.5	X	\$	93.39	= \$	2,568
2	Sr Geot	85.5	X	\$	63.00	= \$	5,387
3	Project Engineer	278	X	\$	40.39	= \$	11,228
4	Admin	22.0	X	\$	44.53	= \$	980
		Total Hours	413				
						413 \$	20,163
						7% of DSC =	\$ 1,411
						Subtotal (DSC + SE) =	\$ 21,574
						of (DSC + SE) =	\$ 28,836
						0.3	\$ 6,472

Overhead (OH) **133.66%**
Profit/Fee (P/F) **30.00%**

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 56,883

DIRECT NONSALARY COSTS (DNSC)

Mileage	2442	miles @	\$ 0.670	\$	1,636
Miscellaneous Expendables (photographs, equip rental, etc)					\$ -

TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ 1,636

TOTAL AUTHORIZED AMOUNT = \$ 58,519

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF Sumner - Stewart Road

CA + DCSS + ABASS Costs
9/24/2024
PanGeo Hours_DCSS

PanGeo	Task No.	Principal	Sr Geot	Project Engineer	Admin	Sub Totals
TASK DESCRIPTION						
TASK 2.1 - Project Management Project Management/Meetings	2.1	4 4.0	4 4.0	- -	22 22	30
TASK 2.2 - Submittal Review &RFI's Up to 5 RFIs Submittals (Upto 17)	2.2	12.5 1.5 11	47.5 7.5 40	- - -	- 0 0	60
TASK 2.3 - Change Orders Two updates to geotech recommendations (memo format)	2.3	4 4	16 16	- -	- -	20
Task 2.4 - Inspections Drilled Shafts for Bridge (6 Shafts) Drilled shafts for Luminars (as requested) Ground stabilizing geosynthetic layers Wall construcion (weeklys) Fnd, SEW (Block & WW), Sheet pile and MSEW Observation and evaluation of surcharge placement and settlement	2.4	7 2 - 1 2 2	18 10 1 1 4 2	278 150 8 20 60 40	- - - - - -	303
TOTAL ESTIMATED HOURS		27.5	85.5	278	22	413

413

June 13, 2024

PanGeo, Inc.
3213 Eastlake Avenue East, Suite B
Seattle, WA 98102

Subject: Acceptance FYE 2023 ICR - Risk Assessment Review - Local Agency ONLY

Dear Irene Jaeger:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 133.66 %. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (Jun 13, 2024 15:02 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF Sumner - Stewart Road Bridge

CA + DCSS + ABASS Costs
9/24/2024
Tierra_DCSS

Tierra ROW

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Director of ROW	5	X	\$70.00	= \$	350
2 Project Manager	20	X	\$57.69	= \$	1,154
3 Senior ROW Agent	15	X	\$48.56	= \$	728
4 Project Coordinator	5	X	\$32.21	= \$	161

Total Hours	45	Subtotal Direct Salary Costs (DSC) = \$	2,393
		Salary Escalation (SE) = 7% of DSC = \$	168
		Subtotal (DSC + SE) = \$	2,561
Overhead (OH)	129.51%	of (DSC + SE) = \$	3,316
Profit/Fee (P/F)	30.00%	of (DSC + SE) = \$	768

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 6,645

DIRECT NONSALARY COSTS (DNSC)

Mileage	350	miles @ \$ 0.670	\$ 235
Miscellaneous Expendables (photographs, equip rental, etc)			\$ 120

TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ 355

TOTAL AUTHORIZED AMOUNT = \$ 7,000

EXHIBIT B - CONSULTANT FEE DETERMINATION
CITY OF Sumner - Stewart Road

CA + DCSS + ABASS Costs
9/24/2024
Tierra Hours DCSS

DKS TASK DESCRIPTION	Task No.	Director of ROW	Project Manager	Senior ROW Agent	Project Coordinator	Sub
						Totals
TASK 2.7 - Right-of-Way Support	2.7	5	20	15	5	45 - -
TOTAL ESTIMATED HOURS		5	20	15	5	- 45

45

June 18, 2024

Tierra Right of Way Services, Ltd
1575 E River Road, Ste 201
Tucson, AZ 85718

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Yvonne Diaz:

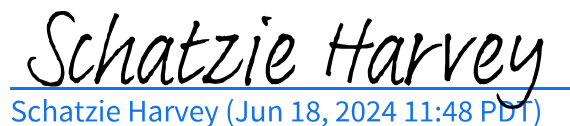
We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 129.51% based on the "Independent CPA Report" prepared by Wilke CPAs & Advisors. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,



Schatzie Harvey (Jun 18, 2024 11:48 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: sms

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G ***Certification Document***

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

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

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

SUBJECT: Washington Street Preservation - Consultant Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$219,900

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract w/ Scope & Fee
-

STAFF CONTACT: Gursimran Singh, Engineering Specialist

SUMMARY BACKGROUND:

Project will include full roadway reconstruction, curb, gutter and sidewalks, replacement of sanitary sewer water distribution and storm drainage, as well as completing any work to conform to current ADA requirements. Three Statement of Qualifications were received on July 19, 2024 for this project. KPG Psomas, Inc. was selected to provide consulting services for this project through a qualification-based selection process. An agreement with a maximum amount payable of \$219,900 was negotiated for the design of the project.

COUNCIL COMMITTEE/STUDY SESSION: Public works Committee

MEETING/STUDY SESSION DATE: 10/1/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with KPG Psomas, Inc., in an amount not-to-exceed \$219,900 for the Washington St Preservation (CIP 24-04), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

KPG Psomas, Inc.

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and KPG Psomas, Inc., organized under the laws of the State of Washington, located and doing business at 3131 Elliot Avenue, Suite 400, Seattle, WA 98121, 253-320-8904, Sam Lawrence (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

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

See Exhibit A - Washington St Preservation (CIP 24-04). Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

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

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2025.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$219,900.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT: By: _____ <i>(signature)</i> Print Name: _____ Title: _____ <i>(Title)</i> DATE: _____	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> <i>(Title)</i> DATE: _____ By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____ Approved as to Form: Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Sam Lawrence KPG Psomas, Inc. 3131 Elliot Avenue, Suite 400 Seattle, WA 98121 253-320-8904 sam.lawrence@psomas.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Gursimran Singh, Engineering Specialist City of Sumner 1104 Maple Street Sumner, WA 98390 (253) 299-5712 gursimrans@sumnerwa.gov

EXHIBIT A
City of Sumner
Washington Street Preservation
(CIP 24-04)

KPG
Scope of Work
September 2024

INTRODUCTION

A. PROJECT UNDERSTANDING

The following Scope of Work outlines the effort to develop Bid Ready Plans, Specification, and Estimate for full width reconstruction of Washington Street from Wood Ave to approximately 75 feet beyond McMillan Ave and approximately 75 feet north of McMillan Ave. Improvements will generally consist of the following:

- Roadway
 - Parking lanes with curb bulbs at the intersections east side of Wood Ave and Washington St. and McMillan Ave and Washington St.
 - Existing roadway widths shall be maintained, 40-foot paved surface curb to curb, with a 4-foot planter strip, and 5-foot sidewalks using City of Sumner standard details, where applicable.
 - A half street grind and overlay will be provided within the intersection of Wood Ave that encompasses utility tie ins.
 - A pavement section will be designed based on geotechnical analysis.
 - Curb ramps will be designed at the following corners
 - 2 corners at the intersection of Wood Ave and Washington St (NE, SE)
 - 4 corners at the intersection of Washington St and McMillan (NE, NW, SE, SW)
- Utilities
 - Replacement of an existing 6-inch asbestos concrete watermain with a new ductile iron watermain and new water services meeting City of Sumner standards.
 - Replacement of an 8-inch sanitary sewer main with a new PVC sewer main and side sewers meeting City of Sumner standards.
 - New storm system within the project limits.

B. ASSUMPTIONS

The following general assumptions were made to establish a scope and fee estimate for this project. Task specific assumptions are provided in the Scope of Work below:

- The project design is locally funded, there are no federal funds associated with this project.
- Stakeholder or Public facilitation is not included in this Scope of Work. The City will be responsible for all public involvement and coordination. Work is limited to coordinating project details with City Communications Director and providing one PDF roll plot for public communication of the project.
- Temporary Construction Easements/Permits, if necessary, will be acquired by the City.
- Curb bulbs and curb ramp configuration will be designed consistent with the scroll plot provided to the City in May of 2024 (see attached Exhibit C)

EXHIBIT A

- All existing sidewalk, driveways, curb, and pavement within the project limits will be removed and replaced.
- No major grade revisions will occur within the roadway. Roadway centerline elevations will be established as needed to match existing grades at back of walk while maintaining a typical 2% cross slope and a 0.5% longitudinal slope (or greater) on the roadway section. The new sidewalk will be designed at approximately the existing sidewalk horizontal and vertical location.
- The City will be responsible for all permits and fees.
- Sewer design will be per the Department of Ecology Criteria for Sewage Works Design and City of Sumner standards.
- Potable water design will be per City of Sumner standards.
- Neither right of way nor easement acquisition will be required.
- Applicable WSDOT Standard Plans and Sumner Standard Details will be provided in an appendix to the specifications.
- Project-specific Traffic Control Plans will not be developed under this Scope of Work. Contractor will be responsible for developing project-specific traffic control plans.
- Irrigation Plans will not be developed under this Scope of Work.
- Restoration within the proposed planter strips will be sod.
- A Stormwater Pollution Prevention Plan (SWPPP) will not be developed under the Scope. The Contractor will develop the project SWPPP.
- City of Sumner is currently using the 2019 Stormwater Management Manual for Western Washington and the project will be held to this edition's requirements.
- Neither stormwater quality nor quantity treatment will be required. A drainage report will not be developed. A stormwater memo will be developed for justification of requirements.
- Field survey will be completed by KPG Psomas staff. KPG Psomas will develop the base map and TIN per KPG Psomas Standards.
- Plans will be developed utilizing AutoCAD® Civil 3D® 2022 using KPG Psomas drafting standards.

C. INFORMATION PROVIDED BY THE CITY

City of Sumner staff will provide the following in aid of design:

- Sanitary sewer pipe inspection videos and reports (if available).
- Side sewer record drawings.
- Existing water service size at addresses (if available).
- Proposed water, sewer, and storm main sizing.
- Existing City utility record drawings or GIS.
- Traffic counts and data for pavement design.
- Submittal reviews, comments and approvals.

EXHIBIT A

SCOPE OF WORK

Task 1 – Project Management

This task covers the effort required to manage the contract and to assure that the project meets the City's expectations for schedule, budget, and quality of product. Effort included under this task is as follows:

- 1.1 KPG Psomas will provide continuous project coordination and internal management for the project duration (estimate 7 months).
- 1.2 KPG Psomas will prepare monthly progress reports identifying work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs.
- 1.3 KPG Psomas will provide a Project Schedule and updates at regular intervals to keep City staff informed of progress and submittal dates.

Products:

- Monthly progress reports.
- Project meeting minutes.
- Project Schedule and up to two (2) updates
- Miscellaneous project coordination documentation.

Assumptions:

- All stakeholder / public coordination will be provided by City staff.

Task 2 – Survey & Base Map

This task covers the effort required to provide a base map to be used for design, and includes the following:

- 2.1 Survey Control: Existing monuments will be located, and horizontal and vertical control will be set.
- 2.2 Utility Locates: KPG Psomas will utilize a utility locate company to field locate and mark all public and private utilities within the project areas.
- 2.3 Detailed Topographic Mapping: Conduct topographic survey, picking up key elevations needed for design, surface features, individual trees, utilities marked by the utility locates company, faces of buildings, and other elements as pertinent to the design. Detailed survey will be conducted to a minimum of five feet beyond back of walk or to building face as applicable. Field survey will be conducted as needed to develop 1-foot contours.

The survey limits will be approximately as depicted on Exhibit C.

- 2.4 Gravity Utilities: Complete DIPs on gravity utilities, including storm and sewer structures within project limits and next downstream structure.
- 2.5 Right of Way & Lot Lines: Establish right of way lines along the project corridor within the detailed mapping limits. Right of way will be defined using existing street monuments and their relationship to public records.

Lot lines will be based on existing GIS data based, Tax Parcel maps, plat maps, and field survey and will not be adequate for right of way acquisition.

- 2.6 Develop Base Map: A survey base map file will be compiled in AutoCAD® Civil 3D® 2022 for the basis of design. This file will show the site's existing features listed above. Notes, control, and other observations (prepared for 1"=20' plans) will be included in this file to aid in the design going forward. Contours will be shown at 1-foot contour interval.

EXHIBIT A

Products:

- Electronic base map showing surface features and including a TIN.

Assumptions:

- Private and public underground utilities will be marked by a private locating firm and City staff and surveyed in the field.
- Right of Entry will be acquired by the City.
- Title reports will not be required.
- Neither right of way nor easement acquisition will be required.
- Temporary Construction Easements/Permits will be acquired by the City if needed.
- Neither property corners nor right of way will be staked in the field.

Task 3 – Utility Coordination

To avoid project delays and utility conflicts, KPG Psomas will take an active role in coordinating with private utilities which may be affected by the proposed improvements. Effort included under this task is as follows:

- 3.1 Prepare Utility Notification Letters: KPG Psomas will prepare letters requesting utility record information and send in an email to each purveyor. Letters will be sent prior to starting design and just prior to Advertising the project. Effort includes logging utility responses and filing received record drawings.
- 3.2 Utility Coordination with Plans: KPG Psomas will submit 30% Plans to private utilities and coordinate with them to determine if there are conflicts. Utilities thought to be in conflict will be potholed.
- 3.3 Basemap Update: KPG Psomas will cross-check franchise utility-provided maps with field survey information and resolve conflicts between utility maps and field conditions.
- 3.4 Utility Pothole Coordination: KPG Psomas will coordinate utility appurtenance potholing, relocation, and/or adjustment as needed to accommodate proposed improvements.

Products:

- Up to six (6) project summary letter with request for records to all 3rd party utility purveyors expected to own facilities within the project.
- Pothole Plans
- Submit 30% Plans to private utilities and coordinate with them to determine if there are conflicts. Utilities thought to be in conflict will be potholed.
- Ongoing coordination and meeting notes from utility coordination meetings.

Assumptions:

- Potholes will be completed by a private firm and each utility provider will be billed directly for potholing efforts related to their systems. Potholes on City-owned utilities will be billed to KPG Psomas and subsequently invoiced to the City. Up to five (5) potholes will be conducted on City-owned utilities.
- It appears that the majority of utilities are aerial on utility poles and will not need to be relocated as they exist within the planter strip.
- Pothole/Relocation Plans will be redlined 30% Plans and will not be a formal submittal.

EXHIBIT A

Task 4 – Preliminary Design (30% Design)

Effort under this task includes the anticipated work necessary to complete the preliminary design for the Washington St Preservation Project utilizing the cross section identified in this Scope. The goal of this task is to formalize improvements as shown in the attached exhibit. As part of this effort KPG Psomas shall:

- 4.1 Prepare 30% plans: The 30% plans are anticipated to show the following information and will be based on the attached exhibit
- Horizontal alignment of curbs, sidewalks, and planter strips.
 - Horizontal alignment new and replaced City-owned utilities.
 - Horizontal locations and type of curb ramps.
 - Locations of driveway approaches.
 - Private utility impacts and pothole locations.
 - Impacts to private improvements inside and outside of existing right of way.

It is anticipated that the 30% Design Submittal will include the following sheets:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Key Map & Survey Control	1
Typical Sections and Details	1
Site Preparation and TESC (Plan/Plan) 20 scale	1
Sewer Plan & Profile (Plan/Profile) 20 scale	2
Water Plan & Profile (Plan/Profile) 20 scale	2
Roadway & Stormwater (Plan/ Profile) 20 scale	2
Curb Ramp (Plan) 10 scale	4
TOTAL	15

- 4.2 30% Cost Estimate: KPG Psomas will develop a construction Cost Estimate Based on 30% Design quantities.
- 4.3 Draft stormwater memorandum: KPG Psomas will develop a draft stormwater memo to define stormwater requirements.
- 4.4 30% QA/QC Review: KPG Psomas will provide internal Quality Assurance/Quality Control (QA/QC) reviews of the 30% Submittal prior to submittal for City Review.
- 4.5 30% Design Review Meeting: The purpose of this meeting is to confirm design elements shown in the 30% design plans prior to proceeding with design development.

Products:

- 30% Design Plans (11x17; PDF)
- 30% Construction Cost Estimate (PDF)
- Draft stormwater memorandum
- Internal QA/QC of submittal
- Minutes of Review Meeting

Assumptions:

- Vertical Design of roadway and utilities will not be completed as part of this task, except to confirm tie-in elevations are sufficient.
- Curb ramp elevations will not be completed as part of this task. Curb return information will be limited to horizontal layout.

EXHIBIT A

- Once the design decisions have been made at the 30% design review meeting, changes to these decisions will be considered out of scope work.
- The 30% Contract Documents will be reviewed in a single meeting with the City. Plans and Specifications will be submitted to the City 1 week before the review meeting. City Comments and redlines obtained during the review meetings will be incorporated to develop the 90% PS&E package.
- City staff present at project design review meetings will have the authority to make decisions and provide direction regarding critical project elements.

Task 5 – Final Design (90% Design and Bid Documents)

This task covers the effort required to prepare 90% Design Submittal Package and Final Bid Documents.

- 5.1 Prepare 90% Design Plans: Incorporate all comments received during the 30% design plan review meeting. It is anticipated that the 90% design submittal will contain the following sheets:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Key Map & Survey Control	1
Typical Sections and Details	3
Site Preparation and TESC (Plan/Plan) 20 scale	1
Sewer Plan & Profile (Plan/Profile) 20 scale	3
Water Plan & Profile (Plan/Profile) 20 scale	3
Roadway & Stormwater (Plan/ Profile) 20 scale	4
Stormwater Crossing Profiles (Profile) 20 scale	1
Curb Ramp (Plan) 10 scale	4
Channelization and Signing Plan (Plan/Plan) 20 scale	1
Existing Conditions & Pothole Plan (Plan/Plan, 20 scale)	1
TOTAL	24

- Plans will be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, City and WSDOT standards.
- Typical sections and details shall be provided, except for items available such as standard details from the City, State or APWA drawings which will be included as an appendix in the specifications.
- The Consultant will prepare specifications and submit for review at the 90% stage and submit final specifications with the Bid Documents.
- The Consultant shall calculate quantities and prepare a construction cost estimate with each submittal and the bid documents.
- The Consultant shall field review the project corridor to ensure plans are showing an accurate representation of the proposed improvements.

EXHIBIT A

- 5.2 90% Project Specifications: KPG Psomas will develop 90% Contract Documents including Bid Proposal, Contract Forms, and Special Provisions. Special Provisions will be based on WSDOT 2025 Standard Specifications.
- 5.3 90% Cost Estimate: KPG Psomas will develop a construction cost estimate based on the 90% design.
- 5.4 Final Stormwater Memo: KPG Psomas will revise the draft stormwater memorandum based on 90% Design and City comment detailing stormwater requirements for the project.
- 5.5 90% QA/QC Review: KPG Psomas will provide internal Quality Assurance/Quality Control (QA/QC) reviews of the 90% Submittal prior to submittal for City Review.
- 5.6 90% Design Review Meeting: The purpose of this meeting is to conduct a working review of the 90% PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the PS&E package to develop Bid Documents.
- 5.7 Bid Ready Plans: KPG Psomas will revise the Plans based on comments from the City after the 90% Design Review meeting.
- 5.8 Bid Ready Specifications: The specifications will be revised based on City comments.
- 5.9 Bid Ready Cost estimate: The Cost estimate will be revised to reflect changes requested from the 90% Plans and Specifications.
- 5.10 Bid Package QA/QC: KPG Psomas will provide internal Quality Assurance/Quality Control (QA/QC) reviews of the Bid Submittal prior to submittal for Bidding.

Products:

- **90% Review Submittal**
 - 90% Plans (11x17; PDF)
 - Construction Cost Estimate based on 90% PS&E (PDF)
 - 90% Specifications (PDF and Word)
 - Response to the City's 30% Review Comments
 - Final stormwater technical memorandum
 - Internal QA/QC
 - Minutes of Review Meeting
- **Bid Documents**
 - ½ size Plans (PDF)
 - Full size Plans (PDF)
 - Construction Cost Estimate (PDF).
 - Specifications (PDF)
 - Bid Package QA/QC
 - Project CADD as AutoCAD® Civil 3D® 2022 files

Assumptions:

- City will provide bidding services and reproduction of Contract Documents.
- The City will not make changes to improvements approved during the 30% design review meeting.
- Project-specific Traffic Control plans will not be provided. Applicable WSDOT Traffic Control Plans will be provided in the Contract Documents as an appendix.

EXHIBIT A

- The Contract Legal, General, and Technical Specifications will be based on the 2025 WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
- The 90% Contract Documents will be reviewed in a single meeting with the City. Plans and Specifications will be submitted to the City 1-week before the review meeting. City Comments and redlines obtained during the review meetings will be incorporated to develop the Final Bid Ready PS&E.
- City staff present at project design review meetings will have the authority to make decisions and provide direction regarding critical project elements.

Task 6 – Geotechnical Engineering & Pavement Design

Effort under this task includes the anticipated work necessary to perform testing in support of the roadway and utility design:

- 6.1 Geotechnical Report Assistance: Geotechnical Services will be provided by Sage Geotechnical for utility foundation and trenching design, and recommendations for dewatering. The Proposal from Sage Geotechnical outlining the Scope of Work and Fee estimate is attached for reference. KPG Psomas effort under this task is limited to reviewing and providing comment on the geotechnical reports and assisting Sage Geotechnical with project figures.
- 6.2 Pavement Design Assistance: Pavement design will be provided by Sage Geotechnical for the roadway. The Proposal from Sage Geotechnical outlining the Scope of Work and Fee estimate is attached for reference. KPG Psomas effort under this task is limited to reviewing and providing comment on the pavement design.

Task 7 – Engineering Support During Bidding & Construction

Efforts under this task includes the anticipated work to support the City during Bidding and Construction.

- 7.1 Engineering Support During Bidding & Construction: This task includes providing engineering support during bidding and construction as requested by the City PM. Effort under this task could include:
 - Developing change order designs.
 - Responding to RFIs (Up to 6 RFIs assumed).
 - Developing independent estimates for change orders.
 - Providing clarification on design and specifications.

The actual assisting that will be needed during bidding and construction is unknown at this time, and therefore hours have been added to the Fee Estimate to reach an approximate \$5,000 target. Effort beyond this amount will be scoped under a separate contract, or an amendment to this contract, if deemed necessary by the City.

Task 8 – Management Reserve

- 8.1 A Management Reserve has been established for this project to provide flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or reimbursing KPG Psomas for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing, prior to KPG Psomas expending any effort on such services, and shall not exceed \$10,000.

EXHIBIT A

ADDITIONAL SERVICES

It may be necessary for KPG Psomas to provide services in addition to those outlined above as requested and approved by the City. It is assumed that additional services could include tasks such as survey, utility locates, additional design elements, additional construction engineering support, construction survey, developing Record Drawings, and other work tasks not included in the Scope of Work. At the time these services are required, the Consultant shall provide the City with a detailed Scope of Work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a Notice to Proceed.

EXHIBIT B
PRIME CONSULTANT COST COMPUTATIONS

Client: City of Sumner
Project Name: Washington Ave Street Preservation
KPG Psomas Inc. Project Number: 9XXX0X0X00
Date: 9/17/2024

Task No.	Task Description	Labor Hour Estimate										Total Hours and Labor Cost Computations by Task		
		Senior Engineer II	Design Engineer II	Design Engineer III	Senior Project Manager Survey	Survey Crew II (W/Equip)	Field Surveyor III	Project Surveyor II	Senior CAD Technician	Senior Admin	Office Admin			
		\$207.00	\$140.00	\$152.00	\$252.00	\$272.00	\$152.00	\$173.00	\$140.00	\$140.00	\$111.00	Hours	Totals	
Task 1 - Project Management														
1.1	Project Coordination	14		6						4	24	\$	4,254.00	
1.2	Monthly Progress reports	6		6					4		16	\$	2,714.00	
1.3	Project Schedule and updates			4							4	\$	608.00	
Task Total		20	0	16	0	0	0	0	0	4	4	44	\$ 7,576.00	
Task 2 - Survey and Basemap														
2.1	Survey Control				1	4		1			6	\$	1,513.00	
2.2	Utility Locates							1			1	\$	173.00	
2.3	Topographic Mapping				1	20		1			22	\$	5,865.00	
2.4	Gravity Dips					4					4	\$	1,088.00	
2.5	Right of Way & Lot Lines							6			6	\$	1,038.00	
2.6	Develop Basemap						24				24	\$	3,648.00	
Task Total		0	0	0	2	28	24	9	0	0	0	63	\$ 13,325.00	
Task 3 - Utility Coordination														
3.1	Initial utility letters		8	2							10	\$	1,424.00	
3.2	30% Plans to Utilities		8	4							12	\$	1,728.00	
3.3	Basemap Update		8	2							10	\$	1,424.00	
3.4	Utility Potholing and Relocation	2	16	8							26	\$	3,870.00	
Task Total		2	40	16	0	0	0	0	0	0	58	\$	8,446.00	
Task 4 - Preliminary Design (30%)														
4.1	Prepare 30% Plans	16	72	64	0	0	0	0	48	0	0	200	\$	29,840.00
4.2	Cost Estimate	2	8	8							18	\$	2,750.00	
4.3	Draft Stormwater Memo	2	28								30	\$	4,334.00	
4.4	QA/QC	8		4							12	\$	2,264.00	
4.5	30% Design Review Meeting	2		2							4	\$	718.00	
Task Total		30	108	78	0	0	0	0	48	0	0	264	\$	39,906.00
Task 5 - Final Design (90% Design and Bid Documents)														
5.1	Prepare 90% Plans	20	212	130	0	0	0	0	28	0	0	390	\$	57,500.00
5.2	90% Specifications	16		40						4		60	\$	9,952.00
5.3	90% Cost Estimate	2	8	6								16	\$	2,446.00
5.4	Finalize Stormwater Memo	2	8									10	\$	1,534.00
5.5	QA/QC	8		4								12	\$	2,264.00
5.6	90% Design Review Meeting	2		2								4	\$	718.00
5.7	Bid Plans	8	32	24								64	\$	9,784.00
5.8	Bid Estimate		6	2								8	\$	1,144.00
5.9	Bid Specifications	8		24						8		40	\$	6,424.00
5.1	Bid Package QA/QC	8		8								16	\$	2,872.00
Task Total		74	266	240	0	0	0	0	28	12	0	620	\$	94,638.00
Task 6 - Geotechnical Engineering and Pavement Design														
6.1	Geotechnical Assistance, Report	2	8	4								14	\$	2,142.00
6.2	Geotechnical Assistance, Roadw Section	2	4	4								10	\$	1,582.00
Task Total		4	12	8	0	0	0	0	0	0	0	24	\$	3,724.00
Task 7 - Engineering Assistance During Bidding														
7.1	Engineering Support During Bid and Award	4	16	12								32	\$	4,892.00
Task Total		4	16	12	0	0	0	0	0	0	0	32	\$	4,892.00
Total Labor Hours and Fee		134	442	370	2	28	24	9	76	16	4	1,105	\$	172,507.00
Subconsultants														
Sage Geotechnical - Geotechnical												\$	27,574.00	
Private Utility Locates												\$	2,000.00	
Utility Potholing (assumed 5 at \$1500)												\$	7,500.00	
												Subtotal	\$	37,074.00
Total Subconsultant Expense												\$	37,074.00	
Reimbursable Direct Non-Salary Costs														
Mileage at current IRS rate												\$	279.00	
Reproduction Allowance												\$	40.00	
Total Reimbursable Expense												\$	319.00	
Management Reserve												\$	10,000.00	
Total Estimated Budget												\$	219,900.00	

EXHIBIT B
CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

KPG Psomas, Inc.

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

SUBJECT: TIF Rate Discussion

CATEGORY: Presentation

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Michael Kosa, Public Works Director

SUMMARY BACKGROUND:

Since May 2024, the amount of trips used in the previous Transportation Impact Fee (TIF) recalculation was reduced. This presentation discusses the impact of that change and options for moving forward.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/1/2024

COMMITTEE RECOMMENDATION: Information Only

STAFF RECOMMENDATIONS/MOTION:

Information Only

SUBJECT: WWTF Parking Lot

CATEGORY: Presentation

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. WWTF Parking Lot
-

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

SUMMARY BACKGROUND:

The parking lot located at the WWTF is located on property owned by the City of Sumner Sewer Utility. It has been used by Sumner Link Trail users, people fishing, and up until May 2024, users of the RV Dump Station. With the closure of that facility, use of the parking lot is infrequent, with the highest use occurring seasonally when salmon fishing on the White River is open. There is a detached bathroom located on this parking lot that, in the past, has been available for the public. However, this bathroom has been closed for an extended duration due to vandalism and it being used as a place to sleep. Due to this infrequent and illegal use, Public Works would like to consider using the parking lot for other uses.

Other uses include using the parking lot for contractor space for the Biosolids Modernization Project or use by the Parks Department. Further into the future, this parking lot will be needed for staff parking as current staff parking on the WWTF site is located where a future aeration basin is proposed for construction.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/1/2024

COMMITTEE RECOMMENDATION: Information Only

STAFF RECOMMENDATIONS/MOTION:

Information Only

WWTF PARKING LOT

- Looking forward, can this parking lot be used in a different manner?
- Area for the Parks Department?
- Contractor space and lay down area for Biosolids Equipment Modernization Project? (Used in this manner in the past for previous WWTF upgrade efforts)
- Either effort will require new fencing and gated access for vehicular traffic.



2005



2024



SUBJECT: ADA Transition Plan Update

CATEGORY: Presentation

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Courtney Littrell, Engineering Specialist

SUMMARY BACKGROUND:

2024 ADA UPDATE

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

ADA Project Accomplishments

The City finished the following projects:

CIP 23-02 Elm Street Sidewalks. Project design started in 2023 and was completed in 2024. This project added approximately 400 linear feet of sidewalk and replaced two ADA curb ramps and installed one new ADA curb ramp.

CIP 19-02 Main and Wood Intersection Improvements. This project started in 2023 and finished in 2024. This project added approximately 332 linear feet of new sidewalks, replaced about 373 linear feet of sidewalk, replaced three ADA curb ramps, and added one new ADA curb ramp.

CIP 18-04 Rainier View Covered Court. This project started in 2023 and was finished in 2024. This project replaced two ADA curb ramps and about 45 linear feet of sidewalk.

CIP 23-03 Sidewalk Repair Program. This project repaired approximately 2,838 linear feet of damaged sidewalks, built approximately 78 linear feet of new sidewalks, replaced 15 ADA curb ramps, and replaced 15 driveway approaches.

Future Projects

CIP 21-11 Maple St & Traffic Avenue Pedestrian Signal & Citywide Traffic Signal Backplate. Project design is completed and construction will begin in 2025. The project will replace five ADA curb ramps and approximately 46 linear feet of sidewalk.

CIP 24-04 Washington Street Preservation. This project will begin design in the fall of 2024 and will begin construction in spring of 2025. This project will replace curb ramps that are out of ADA compliance and non-complaint sidewalks.

Anticipated Challenges

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

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/1/2024

COMMITTEE RECOMMENDATION: Information Only

STAFF RECOMMENDATIONS/MOTION:

Information Only



Monthly Project Management Report

October 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 (8/24) ■ Design Complete (9/23) □ Construction Contract Award (10/24) □ Construction Complete (12/28)		Status: 9/2024 - The City has received an approved Cert 3 ROW approval from WSDOT. Staff went through the SOQ interview process of 4 different firms and selected WSP for CM Services. 8/2024 - City Staff working to get construction obligated with WSDOT and ROW Certified. Construction Management (CM) SOQs are due 8/1/2024 and staff will be going through the process of reviewing proposals and conducting interviews with CM teams. 7/2024 - The last PSE easement with Pierce County is wrapping up & prepping to advertise for CM RFQ 6/2024 - Currently working through the PSE easement with pierce county and to include letter from Puyallup Tribes. 5/2024 - Currently working through the PSE easement with pierce county and to include letter from Puyallup Tribes. 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. 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)	
Next Critical Activities (dates): Construction Ad – September 2024			
Next Council Actions (dates): CM Services Contract approval – October 2024 Construction Contract approval – October 2024			
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: Courtney Littrell	Budget: \$16 Million (30% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP), \$500,000 State Leg Appropriation, \$2.249M (Federal – ROW)			
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 (2/27) ☐ Construction Complete (12/29)		Status: Design Development underway for preliminary roadway and culvert/creek design, environmental reports at Federal Services for ESA Review 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 (2/27)			
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 (7/24) ☐ Begin Construction Phase (7/25) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: The City has selected Commonstreet as the ROW consultant. ROW Phase has begun. 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.	
Next Critical Activities (dates): Design Complete (12/24)		The design on this project is on hold until FEMA discussions allow for the trail to be constructed in the floodway.	
Next Council Actions (dates):		Berger ABAM is proceeding with the design.	
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 (TBD)	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 as well and Parks, Facilities, and Custodial staff and equipment.		
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 3: Operations Facility Contract Award (12/09/24) □ Phase 2: North Parcel Construction Complete (Q1-2025) □ Construction Complete (Q1 2026)	Status: The Contractor achieved Physical Completion on the Early Works project. The North Parcel work was started in June and continues. The Pre-Construction meeting for the North Parcel was held on 5/14 and the Contractor is expecting to mobilize by the end of May. The final phase of the preload on the main site is in place and is expected to be complete in August. 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 4th (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. The Early Work Package was awarded to Rodarte Construction The City was successful in getting the Public Works Trust Fund Loan for the construction of the decant facility. 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.	
Next Critical Activities (dates):		
Next Council Actions (dates): Phase 3: Operations Facility Contract Award (12/09/24)		

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	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 (10/24)		Status: Signal poles and signal mast arms are installed. Signal wiring and remaining site work to be completed in the coming weeks. Signal pole work is scheduled to take place beginning of September. Remaining work to be scheduled. Signal poles have been delivered. Waiting on a schedule from the contractor for the signal installation. 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. 4th. PSE has completed their power line relocation. All utility work has been completed besides relocation of power and communication lines. Sidewalks are being poured, and intersection will be closed for one month starting Wednesday July 5th. The closure will last approximately 4 weeks, and the intersection will be graded and paved during the closure. Project construction started on May 1st. Construction is currently ongoing with night work. Sewer and storm main replacements are nearing completion, and the water main work has started. The Joint Utility Trench (JUT) will begin in the next week to relocate the overhead power and communication lines underground through the intersection. Project is currently suspended due to material procurement. Construction is anticipated to being in May. Project is out for bid and the Construction Management Services Consultant has been selected. Project to be advertised for construction in October Additional federal funding acquired. WSDOT Review set being developed, 2 of 4 ROW acquisitions complete 90% Design at City for Review Beginning 90% design, ROW acquisition, City funding Construction phase in 2022 Internal review of 30% Design. Additional funding acquired for right-of-way acquisition phase. Project progressing toward 30% design. Project survey complete in November. Consultant agreement award at Council. Consultant selection completed. Developing consultant agreement. Staff is completing federal obligation paperwork.	
Next Critical Activities (dates):			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Alder & Kincaid Utility Improvements (19-05)		Project Manager: Alisa O’Haver-Ayala	Budget: \$7,002,990
Description: Replacement of utilities in the Alder and Kincaid Right-of-Way in the vicinity of the Red Apple property. Necessary to replace aging infrastructure and support the town center plan redevelopment.			
Schedule/Milestones: ■ Select Design Consultant (10/19) ■ Award Final Design Contract (7/20) ■ Bid Award (06/22) ■ Construction Complete (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.	
Next Critical Activities (Dates):		Construction at the Main St. intersection is expected to start on 4/3.	
Next Council Actions (dates): Project Acceptance (TBD)		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	
Next Public Actions (dates):		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.	

Project: Ryan House Historic Rehabilitation (19-07)		Project Manager: Drew McCarty	Budget: \$825,000 + \$750,000 = \$1,575,000 (Grants)
Description: Rehabilitation of the Ryan house Phase 1 to include structural upgrades, structural repairs and ADA accessibility.			
Schedule/Milestones: ■ Design Consultant (11/22) □ Select Contractor (XX/XX) □ Construction Complete (XX/XX)		Status: September 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			
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 (TBD)			
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: \$1,681,600
Description: Design and installation of replacement control panels at lift stations #2 and #6			
Schedule/Milestones: ☒ Select Design Consultant (10/20) ☒ Bid Award (06/2024) ☐ Construction Complete (2/25)		Status: September2024 – The contractor has been submitting submittals and will mobilize on 9/2. Control panels for both stations have been built and delivered to the WWTF for storage until needed for install. July 2024 – Bids were received on 6/25/2024 and staff attended the factory testing of panels on 6/26. Due to long lead times of PLC hardware and procurement, project will be advertised in 6/2024. 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 Construction Start 09/2024			
Next Council Actions (dates): N/A			
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 (8/24)			
Next Council Actions (dates): Consultant Design Supplement (8/24)			
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 (TBD)			
Next Council Actions (dates): Project Acceptance (TBD)			

Project: Treatment Facility Access Platforms (21-04)		Project Manager: Drew McCarty	Budget: \$135,000
Description: Installation of access platforms at the headworks screens.			
Schedule/Milestones: ■ Select Design Consultant (5/2021) ■ Bid Award (2/2023) ■ Construction Complete (5/2024)	Status: 6/2024 - Contractor has completed the project 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 (TBD)			
Next Council Actions (dates): Project Acceptance (TBD)			

Project: Maple St Ped Signal, Citywide Backplates (21-11)		Project Manager: Alisa O'Haver-Ayala	Budget: \$1.1M (99% federal, 1% 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 (11/24) ☐ Construction Complete (04/26)		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): 11/24 Construction Contract Award			

Project: 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: Awaiting funding award announcement from the Public Works Trust Fund board on September 6, 2024. Have completed multiple revisions to dryer procurement contract and am waiting on Komline to sign. Received 50% design plans from Gray and Osborne. Staff is currently reviewing. Dryer Procurement Contract approved by City council on June 17. Contract going to Dryer supplier week of July 1st for signature. PWTF Loan application successfully submitted prior to June 28th application deadline. Completing application for PWTF Loan — Deadline is June 28th for application submission. Contract for dryer procurement scheduled for June 4th Public Works Committee. 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.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

	A Request for Qualifications to solicit interest from firms in the development, design, and implementation of this project has been published. Project may include the Dryer, Dissolved Air Flotation Thickener, Polymer Feed Systems, and Waste Gas Burner.
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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 (08/24)	Status: 9/2024 - Contractor has received substantial completion and is working through final punch list items. 8/2024 - PSE to set pole and energize the building on 8/06, Contractor will be working through commissioning and punch list items this month. 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. 1/2023 - Contractor is ready to pour the slab and working on pre building the framed walls 11/2023 - Contractor is working on foundation and utility work 10/2023 - Contractor is working on foundation and utility work 10/2023 - Begin Construction 08/2023 - Award Construction Contract 08/01/2023 - Construction Bids Due 07/2023 - Advertise for Construction 03/27/2023 - Cemetery Facility Update at Council Study Session 90% Civil plans in review & Septic plans in review	
Next Critical Activities (dates): Ribbon Cutting - 8/12/2024		
Next Council Actions (dates): Ribbon Cutting - 8/12/2024		

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) ■ Project Advertisement (5/24) ■ Bid Award (6/24) □ Construction Complete (10/24)		Status: Site prep is completed with curb and gutter, and storm line work is complete. Sidewalk to be poured in the coming weeks. PSE and comm work are completed. Contractor has completed excavation along the north side of Elm St and is set to pour curb and gutter. Construction has begun with demolition and tree removal. PSE has relocated their pole, and the comms are working on relocating their lines.	
Next Critical Activities (dates):		Construction contract was awarded to C. Denney Construction, LLC. Waiting to set pre-construction meeting to discuss the project schedule.	
Next Council Actions (dates): N/A		Project is currently out for bid. Bid opening is June 4th. 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.	

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 (6/24) ☐ Construction Complete (12/24)		Status: Contractor is scheduled to begin work week of September 30 th with work wrapping up at the end of December. Notifications have been mailed to the affected residents. Working with contractor to get a schedule for the upcoming work. Construction is anticipated to being in mid-September. Working to mail out post cards to the affected residents. Construction contract was awarded to Asphalt Patch Systems, Inc. Waiting to set pre-construction meeting to discuss the project schedule.	
Next Critical Activities (dates):		Project is out for bid. Bid opening is June 11 th .	
Next Council Actions (dates):		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.	

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.	
Next Critical Activities (dates):		Project requirements are being compiled in advance of design consultant selection.	
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 Project planned for 2025	
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 (02/25) ☐ 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 (TBD) □ Construction Complete (TBD)		Status: September – PRSC following up on Project change of Scope, City providing all the answers and working on updating LAA document to match project description as written on STIP. August – City PM to submit STIP amendment to PSRC to revise project description from a signalized intersection to a roundabout. July – Moving forward with Roundabout option at the intersection, Design Consultant to provide updated scope and fee 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):			

Project: Washington St Restoration (24-04)		Project Manager: Gursimran Singh	Budget: \$2,854,000 (City Funds)
Description: Project will include full Roadway reconstruction, including overlaying the roadway, curb, gutter and sidewalks, replacement of sanitary sewer water distribution and storm drainage, completing any work to conform to current ADA requirements.			
Schedule/Milestones: ■ Project Advertisement (07/24) ■ Select Design Consultant (08/24)		Status: July - Project Advertisement, RFQ in July 2024 August - City reviewing SOQ's received for design consultant selection. September – Negotiating project Scope and fee with KPG October – Project consultant award for design services to KPG.	
Next Critical Activities (10/01/24) Design Consultant contract award			
Next Council Actions (dates): N/A			

Small Works Projects

Project: Stewart Road Pond Repair (21-15)		Project Manager: Robby Wright	Budget: \$120,000 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (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. Project pushed to 2023 after shops requested a change in treatment system. Project under re-design Project being set up. Work areas being identified. Project may be pushed back to 2022.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: West Well Watermain and Cemetery Irrigation (23-04)		Project Manager: Andrew Leach	Budget: \$350,000
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) ☐ Select Contractor (TBD) ☐ Construction Complete (TBD)		Status: Project received no bids. The City is reviewing options for moving the project forward. Design is complete and the project is out for bid advertisement. 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): Construction Contract Award (TBD)			
Next Council Actions (dates): Construction Contract Award (TBD)			

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 – August – Working with Pierce County to verify pavement paint line schedule. September – All the planned Roadway paint lines have been refreshed	
Next Critical Activities (dates): N/A			

Project: Sound Transit Sewer Repair		Project Manager: Gursimran Singh	Budget:
Description: Replace failing sewer line on West of Cherry Ave between Academy St and Harrison St			
Schedule/Milestones: ☐ Project Advertisement (09/2024) ☐ Select Contractor (09/2024) ☐ Construction Complete (TBD)		Status: August – Project in the final stage of design September – Finishing up 100% plans and bid documents, and easement paperwork with property owners as sewer line was never deeded in Bill of Sale	
Next Critical Activities (dates): Design complete 08/2024			
Next Council Actions (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) (08/2024)		Status: Project request for bids in May 2024 March/April - Preparing Plans, Specifications and estimates for bid package July – Project Completed August – Project in closeout phase, issuing Substantial completion and executing final pay estimate September – Final pay estimate executed, Project Completed	
Next Critical Activities (dates):			
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 Building 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: 9/2024 - City Staff has received 30% plans for the Park and Building & 60% plans for the Alley for review. CUP and SEPA have been submitted. 8/2024 – Project team is scheduled to receive 30% plans on 8/30 for review. CUP has been submitted and SEPA will be submitted within the next week. 7/2024 – Project team is working through CUP/SEPA application and building programing. 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 Heritage 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 July/August – Project constructions tentatively scheduled for late July/early August July – Lowest bidder voluntarily withdraw his bid due to not able to perform the work at the prices quoted in the Bid. August – Working with next lowest bidder to schedule the work and get them under contract. September – Contractor performing pavement patchwork as planned on Langdon St and Parker Rd	
Next Critical Activities (dates): Project Construction 07/2024			
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 (11/24)		Status: Final draft included in Draft Comprehensive Plan for adoption, final revisions being completed currently 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): □ Council Adoption (10/24)			
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: GIS mapping of problematic trees completed and exhibits created for contractors to bid the work. Contractor solicitation to begin in early September. Watershed walkthrough completed. Working with consultant to complete technical memo to document findings. Watershed walkthrough with geotechnical engineer scheduled for June 4. Collecting data on hazard trees that require removal and assembling map for contractor bids. 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 (TBD)			
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: City staff collecting remaining field data for one problematic main. Consultant finishing draft report and cost estimates. Work ongoing. Met with consultant week of June 24th to review draft findings of pipe survey. Some additional fieldwork at several pipe locations still necessary. Consultant is beginning work on draft solutions and cost estimates. Consultant is collecting sewer main data. Public Works staff is video inspecting sewer mains. 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			