CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING AGENDA
City Hall – 1104 Maple Street
October 21, 2024 6:00 PM

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (Council Chambers), or virtually by using the meeting access link below.
Please click the link below to join the webinar:
https://sumnerwa-gov.zoom.us/j/85238355948
Or One tap mobile:
+12532050468,,85238355948# US
+12532158782,,85238355948# US (Tacoma)
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
+1 253 205 0468 US
Webinar ID: 852 3835 5948

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Bowman, Clerget, Cole, Elfers and Reinke

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

CONSENT AGENDA

1. Stewart Road Bridge - Puget Sound Energy (PSE) Property Rights Acquisition
2. Stewart Road Bridge - Construction Management Consultant Agreement
3. Washington Street Preservation - Design Consultant Contract Award
4. Approval of Consultant Contract for Climate Resiliency Grant Project - Parametrix, Inc.
5. Resolution No. 1702 - Interlocal Agreement with the City of Auburn for Partial Funding of the Stewart Road Bridge Replacement Project
6. Approval of the minutes from the September 23, 2024 study session, the October 7, 2024 regular council meeting and the October 14, 2024 study session.
7. Approval of the checks and electronic payments in the amount of $3,649,732.22.

PUBLIC HEARING

1. Resolution No. 1700 - Tax Year 2025 Ad Valorem Property Tax

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
   Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your

public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 4:00pm on the day of the meeting. Any written comments received will be provided to the City Council and attached to the meeting minutes. Please contact the City Clerk at 253-299-5590 with any questions.

3. **New Business**

a. Ordinance No. 2903 - 2025 Compensation Schedule

b. Ordinance No. 2904 - Amending Sumner Municipal Code 2.100 Personnel Policies

c. Stewart Road Bridge - Construction Contract Award

4. **Reports**
   a. Council
   b. City Administrator
   c. Mayor
5. **Executive Session**
6. **Adjournment**

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

CITY COUNCIL MEETING
DATE: October 21, 2024
AGENDA BILL: 23-3668

SUBJECT: Stewart Road Bridge - Puget Sound Energy (PSE) Property Rights 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 or payments 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:

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

Approved as to form:

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
MY COMM. EXP. 02/15/2027
NOTARY
PUBLIC
COMM. #23005791
STATE OF WASHINGTON

_____, FE ALEA-ROQUE
Notary Public in and for the State of Washington, residing at Shoreline WA 98133

My commission expires 2/15/2027

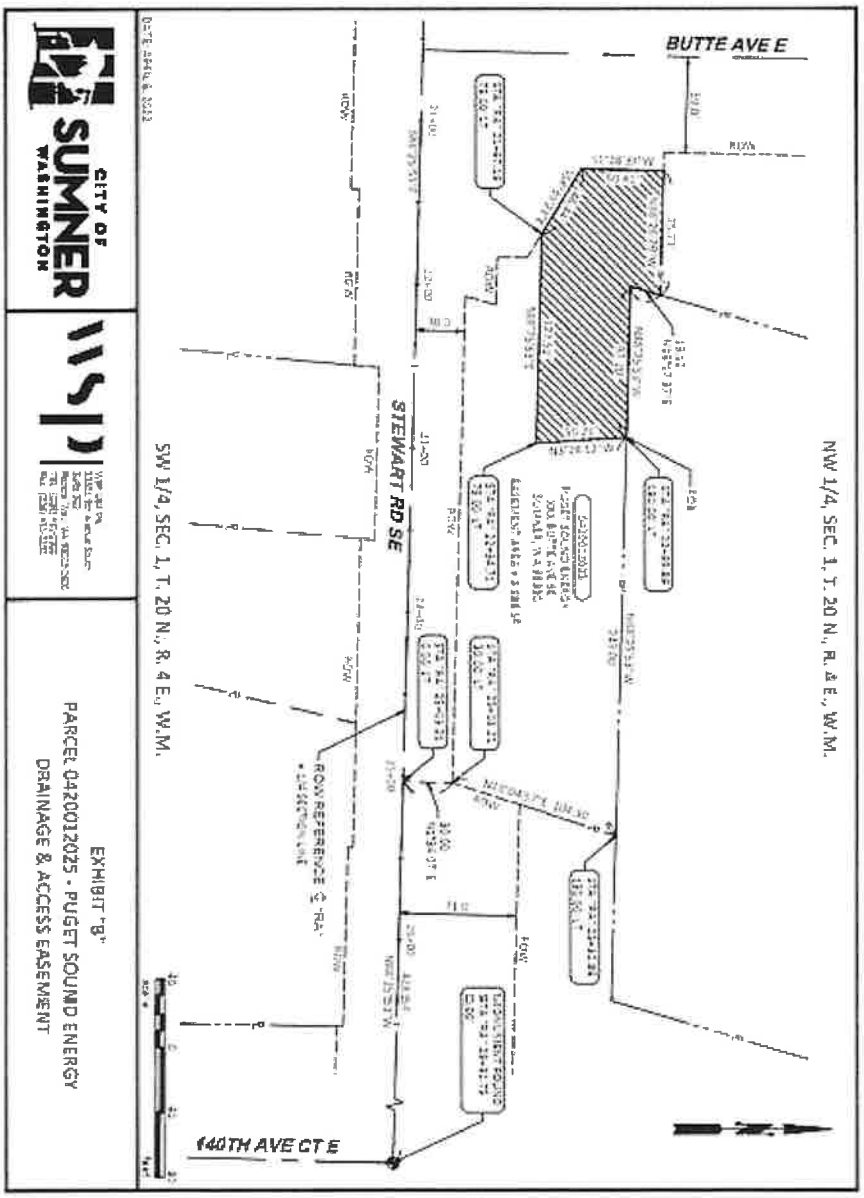
EASEMENT

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


CITY OF
SUMNER
WASHINGTON
EXHIBIT "B"
PARCEL 0420012025 - PUGET SOUND ENERGY
DRAINAGE & ACCESS EASEMENT
BUTTE AVE E
STEWART RD SE
140TH AVE CT E
NW 1/4, SEC. 1, T. 20 N., R. 4 E., W.M.
SW 1/4, SEC. 1, T. 20 N., R. 4 E., W.M.

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:

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

Approved as to form:

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

TEMPORARY 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 ~~(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)

FE ALEA-ROQUE
MY COMM. EXP. 02/15/2027
NOTARY
PUBLIC
COMM. #23005791
STATE OF WASHINGTON

[signature] FE ALEA-ROQUE
Notary Public in and for the State of Washington, residing at Shoreline WA 98155

My commission expires 2/15/2027

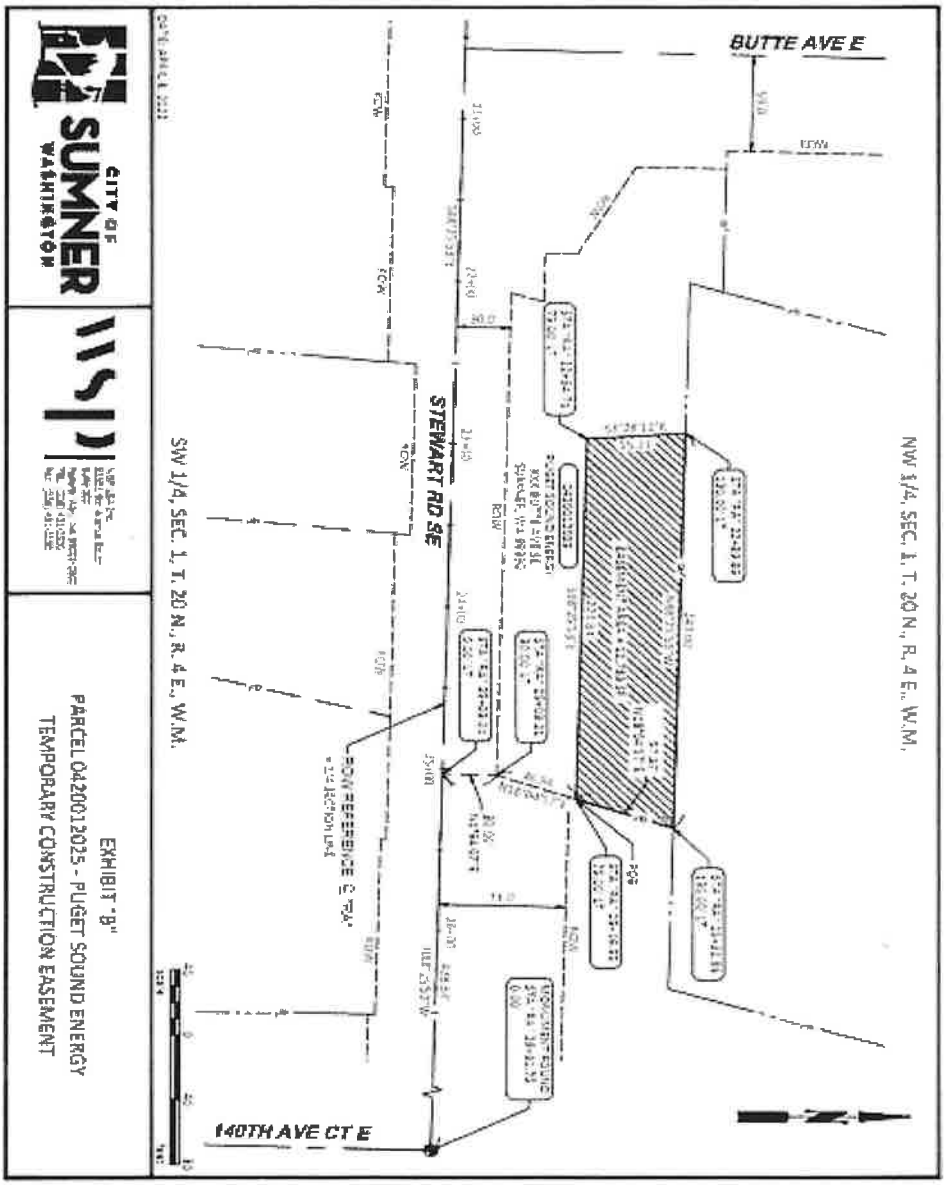
TEMPORARY EASEMENT

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.

TEMPORARY EASEMENT



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:

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

Approved as to form:

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)

FE ALEA-ROQUE
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. #23005791
MY COMM. EXP. 02/15/2027

Notary Public in and for the State of Washington, residing at Shoreline WA 98155

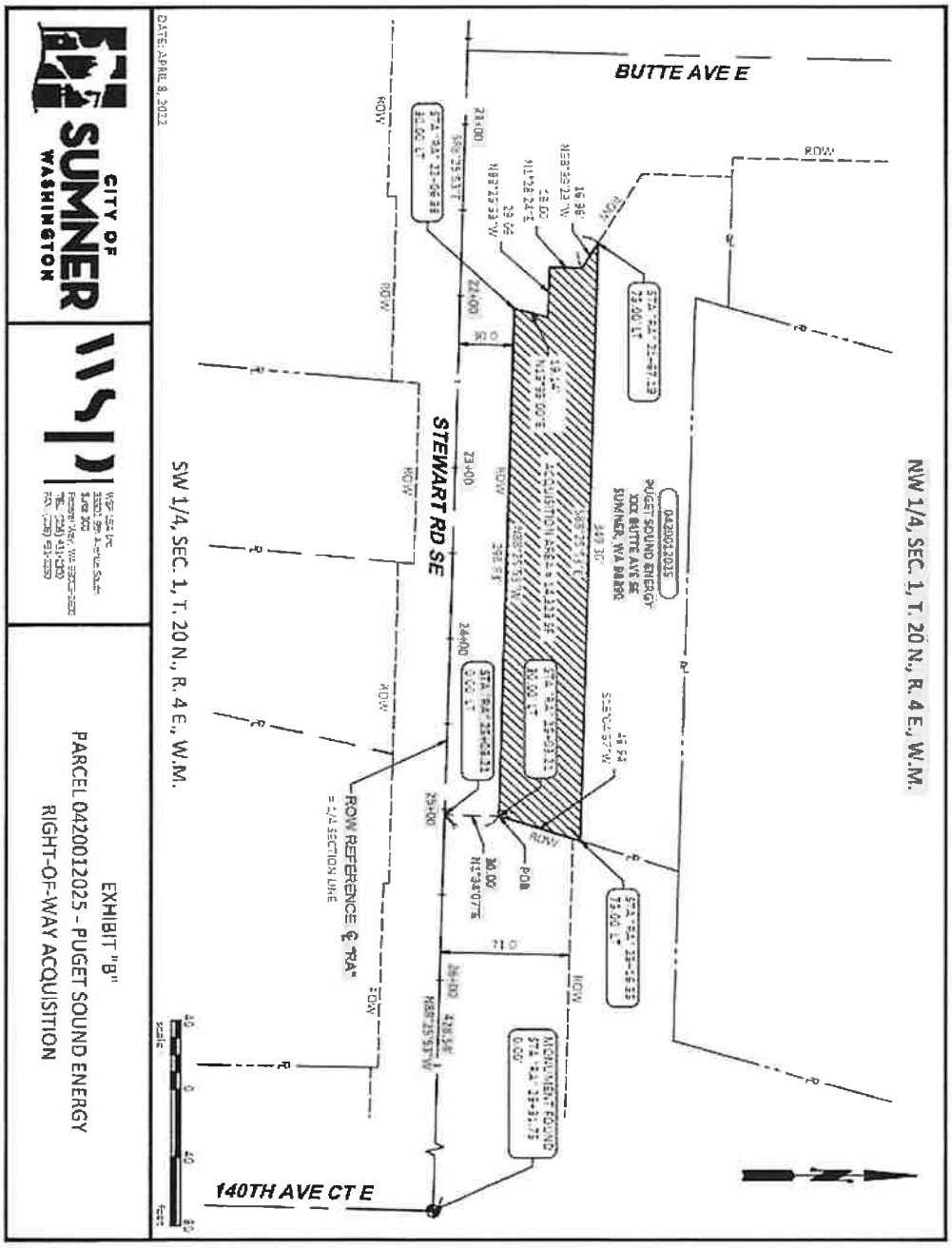
My commission expires 2/15/2027

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.

WARRANTY DEED



CITY COUNCIL MEETING
DATE: October 21, 2024
AGENDA BILL: 24-359

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 Contract Scope and 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 though 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 construction 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 (CIP 13-08), 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): WSP USA Inc.	
Address 1201 Pacific Avenue, Suite 550, Tacoma, WA 98402	Federal Aid Number STPUL-3290(011)
UBI Number 600-275-529	Federal TIN 11-1531569
Execution Date	Completion Date 12/31/2029
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No
Project Title City of Sumner Stewart Road Bridge Construction Management	
Description of Work Work will include Ad Bid and Award Support Services (ABASS), Design Construction Support Services (DCSS), and Construction Administration and Inspection (CA&I) for the two-span bridge replacement over the White River.	
☒ Yes ☐ No DBE Participation ☐ Yes ☐ No MBE Participation ☐ Yes ☐ No WBE Participation ☐ Yes ☐ No SBE Participation	Maximum Amount Payable: 4,993,733.00

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:
Name: Andrew Leach
Agency: City of Sumner
Address: 1104 Maple Street
City: Sumner State: WA Zip: 98390
Email: andrewl@sumnerwa.gov
Phone: 253-299-5711
Facsimile:

If to CONSULTANT:
Name: Michael Niehl
Agency: WSP USA Inc.
Address: 1201 Pacific Avenue, Suite 550
City: Tacoma State: WA Zip: 98402
Email: michael.niehl@wsp.com
Phone: 206-431-2269
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 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.

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 tie , 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: Andrew Leach

Agency: City of Sumner

Address: 1104 Maple Street

City: Sumner State: WA Zip: 98390

Email: andrewl@sumnerwa.gov

Phone: 253-299-5711

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, scribblings, 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.

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

TABLE OF CONTENTS

SECTION **PAGE**

INTRODUCTION 1
PROJECT BACKGROUND AND OBJECTIVES 1
Schedule for CA&I Services 1
SCOPE OF WORK 1
TASK 1 - CONSTRUCTION ADMINSTRATION AND INSPECTION (CA&I) SERVICES 1
General CA&I Services 1
Assumption(s) 3
Project files in hard copy and electronic versions - CA&I Staffing 4
Job Descriptions, Duties, and Prospective - CA&I Staff 5
TASK 2.0 - DESIGN CONSTRUCTION SUPPORT SERVICES (DCSS) 10
Subtask 2.1 – Project Administration, Permitting Support, and Meetings 10
Assumption(s) 10
Subtask 2.2 – Requests for Information and Submittal Review 10
Assumption(s) 10
Subtask 2.3– Change Orders 13
Assumption(s) 13
Subtask 2.4 – Inspections 14
Subtask 2.5 – Record Drawings 15
Subtask 2.6 – Bridge Load Rating (WSP) 15
Assumption(s) ..... **Error! Bookmark not defined.**
SUBCONSULTANTS 16
TASK 3.0 – AD, BID, AND AWARD SUPPORT SERVICES (ABASS) 17
BUDGET FOR CA&I SERVICES AND DCSS 17

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 ADMINSTRATION 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 subconsutlants (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.

Cooper Zietz (DBA AKANA): 6%
HWA Geosciences: 6%
Cowling & Co: 7%

Total: 19%.

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

	Personnel	Hours		Rate		Cost
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 (DNSC)

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

	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**

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 =	**$**	**96,221**
CONTRACT	**$**	**4,993,733**

CA&I STAFFING CALENDAR
Stewart Road Bridge

Calendar year			AGENCY	2025													2026														
Month				JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2025	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2026	JAN	FEB	MAR
Working Days per Month				23	20	21	22	22	21	23	21	22	23	20	23	TOTAL	22	20	22	22	21	22	23	21	22	22	21	23	TOTAL	21	20	23
CA&I SERVICES																																
Construction Project Manager	4		WSP		4	4	4	4	4	4	4	4	4	4	4	44	4	4	4	4	4	4	4	4	4	4	4	4	48	4	4	4
Construction Manager		0.2	WSP		32	34	35	35	84	92	84	35	37	32	37	537	35	32	35	35	34	44	46	42	35	35	34	37	444	34	32	37
Resident Engineer		1	WSP		160	168	176	176	168	184	168	176	184	160	184	1904	176	160	176	176	168	176	184	168	176	176	168	184	2088	168	160	184
Project Inspector		1	WSP		160	168	176	176	168	184	168	176	184	160	184	1904	176	160	176	176	168	176	184	168	176	176	168	184	2088	168	160	184
	Peak	non-peak																														
Document Control	0.5	0.4	WSP		80	84	88	88	84	92	84	88	74	64	74	899	70	64	70	70	84	88	92	84	88	70	67	74	922	67	64	74
Sub Inspector		0	Akana		0	0	0	0	0	184	168	80	0	0	0	432	0	0	0	0	0	0	184	168	80	0	0	0	432	0	0	0
Admin			WSP		4	4	4	4	4	4	4	4	4	4	4	44	4	4	4	4	4	4	4	4	4	4	4	4	48	4	4	4
					--Construction Contractor NTP																											
Totals				0	440	462	483	483	512	744	680	563	486	424	486	5764	466	424	466	466	462	492	698	638	563	466	445	486	6070	445	424	486

Orange: Months staff is reduced

2027										2028													
APR 22	MAY 21	JUN 22	JUL 22	AUG 22	SEP 22	OCT 21	NOV 22	DEC 23	2027 TOTAL	JAN 21	FEB 21	MAR 23	APR 20	MAY 23	JUN 22	JUL 21	AUG 23	SEP 21	OCT 22	NOV 22	DEC 21	2028 TOTAL	TOTAL HOURS
4	4	4	4	4	4	4	4	4	48	4	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				0	1,296
4	4	4	4	4	4	4	4	4	48	4	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 ***CA + DCSS + ABASS Costs***
CITY OF SUMNER - Stewart Road ***9/24/2024***

WSP Inc.

DIRECT SALARY COSTS (DSC)

	Personnel	Hours		Rate			Cost
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	0	X	$36.00	=	$	-
	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 EquipmentEquipment						
Copies					$	-
				TOTAL REIMBURSABLE EXPENSES (DNSC) =	**$**	**670**

TOTAL AUTHORIZED AMOUNT =	**$**	**184,792**

EXHIBIT B - CONSULTANT FEE DETERMINATION *CA + DCSS + ABASS Costs*
CITY OF SUMNER - Stewart Road *9/24/2024*

WSP DCSS Staff TASK DESCRIPTION	Task No.	Project Manager	Project Engineer	Civil Engineer	Structural Engineer	Designer-CADD	Admin, Clerical	WSP Totals
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 raiting 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 **CA + *DCSS + ABASS Costs***
CITY OF SUMNER - Stewart Road ***9/27/2024***

WSP Costs

DIRECT SALARY COSTS (DSC)

Personnel	Hours		Rate		Cost
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 EquipmentEquipment					
Copies				$	62
	TOTAL REIMBURSABLE EXPENSES (DNSC) =			**$**	**330**

TOTAL AUTHORIZED AMOUNT = $ 84,221

WSP ABASS Staff TASK DESCRIPTION	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 Inuiries (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

Washington State Department of Transportation

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

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

August 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

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 — ***CA + DCSS + ABASS Costs***

CITY OF SUMNER - Stewart Road — ***9/24/2024***

AKANA

Akana Staff & Costs

DIRECT SALARY COSTS (DSC)

	Personnel	Hours		Rate		Cost
1	Project Manager	84	X	$137.50	= $	11,550
2	Admin	84	X	$40.00	= $	3,360
3	Inspector	1,296	X	$60.00	= $	77,760
	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

Washington State Department of Transportation

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

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

July 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 **consultantrates@wsdot.wa.gov**.

Regards,

Schatzie Harvey
Schatzie Harvey (Jul 29, 2024 13:48 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

EXHIBIT B - CONSULTANT FEE DETERMINATION — ***CA + DCSS + ABASS Costs***

CITY OF Sumner - Stewart Road Bridge — ***9/24/2024***

Cowling_DCSS

Cowling and Co

DIRECT SALARY COSTS (DSC)

	Personnel	Hours		Rate		Cost
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 DESCRIPTION	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

Washington State Department of Transportation

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

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

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

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

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

EXHIBIT B - CONSULTANT FEE DETERMINATION — ***CA + DCSS + ABASS Costs***

CITY OF Sumner - Stewart Road Bridge — ***9/24/2024***

DKS Cost_DCSS

DKS

DIRECT SALARY COSTS (DSC)

	Personnel	Hours			Rate			Cost
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**

Washington State Department of Transportation

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

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

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 **consultantrates@wsdot.wa.gov**.

Regards,

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

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

EXHIBIT B - CONSULTANT FEE DETERMINATION — ***CA + DCSS + ABASS Costs***
CITY OF Sumner - Stewart Road Bridge — ***9/24/2024***
Furtado Cost_DCSS

DIRECT SALARY COSTS (DSC)

	Personnel	Hours	Rate		Cost
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

Washington State Department of Transportation

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

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

July 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

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

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

EXHIBIT B - CONSULTANT FEE DETERMINATION **CA + *DCSS + ABASS Costs***
CITY OF SUMNER - Stewart Road ***9/24/2024***
HWA

DIRECT SALARY COSTS (DSC)

	Personnel	Hours		Rate		Cost
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	QTY	Cost	
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 *CA + DCSS + ABASS Costs*
CITY OF SUMNER - Stewart Road *9/24/2024*
HWA Hours

HWA Staff TASK DESCRIPTION	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

Washington State Department of Transportation

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

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

July 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
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	$ 2,542,477	$ -		$ 2,542,477	
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	$ 1,906,803	$ (25,860)		$ 1,880,943	73.98%
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	$ 3,260,512	$ (407,131)		$ 2,853,381	112.23%
Total Fringe Benefits and General Overhead	$ 5,167,315	$ (432,991)		$ 4,734,324	186.21%
Facilities Capital Cost of Money (FCCM)				$ 26,264	1.03%

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 **CA + *DCSS + ABASS Costs***

CITY OF Sumner - Stewart Road Bridge ***9/24/2024***

PanGeo Cost_DCSS

DKS

DIRECT SALARY COSTS (DSC)

	Personnel	Hours			Rate			Cost
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) =	**$**	**21,574**
	Overhead (OH)	**133.66%**				of (DSC + SE) =	**$**	**28,836**
	Profit/Fee (P/F)	**30.00%**				0.3	**$**	**6,472**
						TOTAL SALARY COSTS (DSC + SE + OH + FF) =	**$**	**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 DESCRIPTION	Task No.	Principal	Sr Geot	Project Engineer	Admin	Sub Totals
TASK 2.1 - Project Management	**2.1**	**4**	**4**	**-**	**22**	**30**
Project Management/Meetings		4.0	4.0	-	22	
TASK 2.2 - Submittal Review &RFI's	**2.2**	**12.5**	**47.5**	**-**	**-**	**60**
Up to 5 RFIs		1.5	7.5	-	0	
Submittals (Upto 17)		11	40	-	0	
TASK 2.3 - Change Orders	**2.3**	**4**	**16**	**-**	**-**	**20**
Two updates to geotech recommendations (memo format)		4	16	-	-	
Task 2.4 - Inspections	**2.4**	**7**	**18**	**278**	**-**	**303**
Drilled Shafts for Bridge (6 Shafts)		2	10	150	-	
Drilled shafts for Luminars (as requested)		-	1	8	-	
Ground stabilizing geosynthetic layers		1	1	20	-	
Wall construciton (weeklys)| Fnd, SEW (Block & WW), Sheet pile and MSEW		2	4	60	-	
Observation and evaluation of surcharge placement and settlement		2	2	40	-	
TOTAL ESTIMATED HOURS		**27.5**	**85.5**	**278**	**22**	**413**

413

Washington State Department of Transportation

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

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

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 **consultantrates@wsdot.wa.gov**.

Regards,

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

SH:BJO

EXHIBIT B - CONSULTANT FEE DETERMINATION — ***CA + DCSS + ABASS Costs***

CITY OF Sumner - Stewart Road Bridge — ***9/24/2024***

Tierra_DCSS

Tierra ROW

DIRECT SALARY COSTS (DSC)

	Personnel	Hours		Rate		Cost
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

Washington State Department of Transportation

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

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

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

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: sms

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.

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

Exhibit G-1(a) Certification of Consultant

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

WSP USA Inc.

whose address is

1201 Pacific Avenue, Suite 550, Tacoma, WA 98402

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

WSP USA Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

I hereby certify that I am the:

☐

☐ 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 statues 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.

WSP USA Inc.

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.

WSP USA Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Stewart Road Bridge Construction Management* are accurate, complete, and current as of September 27, 2024**.

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

Firm: WSP USA

	District Business Line Leader
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 $ N/A .

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

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: $ N/A.

- 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 met 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 in 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

CITY COUNCIL MEETING
DATE: October 21, 2024
AGENDA BILL: 24-538

SUBJECT: Washington Street Preservation - Design 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 design 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. <u>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.</u>

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:	**CITY OF SUMNER:**
By:_____ *(signature)* Print Name:_____ Title: _____ *(Title)* DATE:_____	By:_____ *(signature)* Print Name: Kathy Hayden Its Mayor *(Title)* DATE:_____ By:_____ *(signature)* Print Name: Jason Wilson Its City Administrator *(Title)* 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)

- 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.

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.

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.

- 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.

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.

- 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.

KPG PSOMAS

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 Computions 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**	**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 con- tract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-l.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 par- ties, 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. 7401-767lq.) 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. 7401-767lq) 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 par- ties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the 0MB 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 at- tempting 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.

CITY COUNCIL MEETING
DATE: October 21, 2024
AGENDA BILL: 24-529

SUBJECT: Approval of Consultant Contract for Climate Resiliency Grant Project - Parametrix, Inc.

CATEGORY: Consent

BUDGET IMPACT:
Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:
1. Consultant Contract w/ Scope & Fee

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:
The City of Sumner received a $500,000 grant from the Department of Commerce to support the implementation of HB 1181 (2023). HB 1181 makes significant changes to the Growth Management Act (GMA) to incorporate a response to climate change into local government comprehensive plans.

Parametrix, Inc. was selected to provide consulting services for this project through a qualification-based selection process. The following climate planning related activities are in the Scope of Work for the City of Sumner:

Deliverable 1: VMT & GHG Reduction Action: $100,000
Deliverable 2: ADA Transition Plan Major Update Document: $150,000
Deliverable 3: Water System Plan Climate Vulnerability Assessment Report: $80,000
Deliverable 4: Tree Canopy Assessment Report: $70,000
Deliverable 5: Policy Updates and Code Development: $100,000
Total: $500,000

COUNCIL COMMITTEE/STUDY SESSION: **Finance & Personnel Committee**
MEETING/STUDY SESSION DATE: 10/10/2024
COMMITTEE RECOMMENDATION: Do pass

STAFF RECOMMENDATIONS/MOTION:
Move to authorize the Mayor and City Administrator to execute all necessary contract documents with Parmetrix, Inc., in an amount not-to-exceed $500,000 for the Climate Change and Resiliency project, substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT
between the CITY OF SUMNER and

Parametrix

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Parametrix, organized under the laws of the State of Washington, located and doing business at 1019 39th Ave SE, Suite 100, Puyallup, Washington, 98374-2115, 253-604-6600, Matt Evoy (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 - 2025 Comprehensive Plan Update – Climate Planning. 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 June 30, 2029.

III. COMPENSATION.

A. The City shall pay the Consultant a fee not to exceed $499,998.37 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:	**CITY OF SUMNER:**
By:_____ *(signature)* Print Name:_____ Title: _____ *(Title)* DATE:_____	By:_____ *(signature)* Print Name: Kathy Hayden Its Mayor *(Title)* DATE:_____ By:_____ *(signature)* Print Name: Jason Wilson Its City Administrator *(Title)* DATE:_____ Approved as to Form: Attest: Approved as to form: _____ _____ City Clerk City Attorney DATE:_____ DATE:_____
NOTICES TO BE SENT TO: **CONSULTANT:** Matty Evoy-Mount Parametrix 1019 39th Ave SE, Suite 100 Puyallup, WA 98373 206-339-9285 MEvoyMount@parametrix.com	**NOTICES TO BE SENT TO:** **CITY OF SUMNER:** Ryan Windish, Community & Economic Development Director City of Sumner 1104 Maple Street Sumner, WA 98390 253.299.5524 ryanw@sumnerwa.gov

City of Sumner
2025 Comprehensive Plan Update – Climate Planning

Introduction

The Parametrix team will work with the City of Sumner (the City) to assist in the implementation of the new legislative climate requirements of House Bill (HB) 1181. HB 1181 added a climate goal to the Growth Management Act and requires all fully planning cities and counties to complete a Climate Resilience Sub-Element.

The Washington State Department of Commerce has an Interagency Agreement with the City of Sumner for the 2023-2025 Climate Planning Grant for $500,000. However, the current contract (Contract Number 24-63610-226) scope includes only Deliverable 1, the VMT and GHG Reduction Action (Task 01), to be completed by June 30th, of 2025 (Contract Number 24-63610-226, Attachment A: Scope of Work). Detailed scopes for the remaining deliverables (Tasks 02, 03, 04, and 05) will be developed at a later date, prior to the completion of Task 01. Work on Tasks 02, 03, 04, and 05 is anticipated to take place Q3 2025 through Q1 2029. The tasks, anticipated outcomes, and deliverables for Task 01 are outlined below. Anticipated approaches are provided for Tasks 02, 03, 04, and 05.

Task 01 – VMT & GHG Reduction Action

Objectives

As more cars on the road become electric, the relationship between VMT and GHG is increasingly dissociated. The Consultant will look at policies to decrease GHG emissions while also allowing VMT reduction to stand on its own merits (livability, safety, decrease cost, community cohesion).

Subtask 01-01 – Project Coordination

Approach

Parametrix will provide overall project management for the consultant team. Parametrix and Transpo will also each conduct project coordination activities such as preparing invoices and progress updates.

The approach to Subtask 1.01 includes the following:

- Project Planning – Document and communicate the SOW, budget, and schedule as a road map for the project team.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Monthly Progress Reports – Prepare a monthly invoice and progress report for services performed by Parametrix.

- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.
- Prepare and facilitate a project kickoff meeting with the City and key staff to review the scope and project timeline, introduce the project team, and discuss deliverables.
- Meet with the City over video conference calls as follows:
    - Bi-weekly check-in meeting between the City, Parametrix Project Manager, and 1-2 technical staff (as needed).

Deliverables

Deliverables for this task include:

- Monthly progress reports enclosed with invoices (8)
- Detailed task schedule; updated as needed
- Meeting agendas and decision lists for each bi-weekly check-in meeting (16)

Assumptions

Assumptions for this task include:

- Task duration is 8 months.
- Budget assumes 16 bi-weekly 30-minute check-in meetings with the City.
- The bi-weekly check-in meetings will be held virtually and attended by the Parametrix Project Manager and 1-2 technical staff as needed.

Subtask 01-02 – GHG Analysis

Approach

The carbon wedge analysis is a way of presenting the effects various policy actions have toward meeting the regional greenhouse gas emission targets. Different policy actions help fill the 'wedge' between the 'no action – baseline' trajectory, and the targets. Each slice of the wedge represents the emissions saved by taking a specific policy action. Some policy actions are discrete, such as the updated Washington State Energy Code. Others are more broadly defined. For example, the Pierce County 2022 GHG Community Wide Inventory examined a "deep decarbonization pathway" for Washington's electricity sector that could result from a range of state, regional, and/or national policy actions. It also examined the effects of increased adoption of electric vehicles (EVs), which could be achieved through a similarly broad set of local, state, and national policies and incentives.

Parametrix will perform a wedge analysis based on Pierce County 2022 GHG Community wide Inventory by Puget Sound Regional Council. Each source of emissions (built environment, land use, refrigerants, solid waste, transportation) will be downscaled to the City of Sumner based on the city's population in 2019 (baseline year for the report). When possible, direct information will be used relative to the county such as number of industries and industry type within the city boundaries. A GHG emissions wedge will be created and projected based on a population growth between now and 2050.

The wedge analysis will include three scenarios, no action; federal state and regional policies; and additional policies identified in City of Sumner's 2024 Draft Comprehensive Plan. Methodology, findings and results will be summarized in a VMT and GHG Reduction Plan under Subtask 01-04.

Deliverables

Deliverables for this task include:

- Consumption emission inventory
- Draft Wedge Analysis (PowerPoint Slide)
- Response to City comments
- Final Wedge Analysis (PowerPoint Slide)

Assumptions

Assumptions for this task include:

- Parametrix will only use data derived for the Pierce County 2022 GHG Community wide Inventory. No additional analysis will be performed.
- Parametrix will work with Transpo to include any GHG reduction from vehicle miles traveled (VMT) report being provided by Transpo under Subtask 01-03.
- Relative contribution of emissions will be calculated using City of Sumner's population and jobs from the 2022 report and derived from Puget Sound Regional Council and Pierce County data.
- Future emissions will be based on projections in the 2022 report for 2030, 2040 and 2050.
- Emissions reductions will be based on state of the knowledge reductions and scaling estimates for future actions.
- Consultant will perform a consumption based (Scope 3) inventory for a full picture of possible GHG reductions.
- Up to two (2) rounds of comments on the reduction strategies total including feedback from the City.
- City of Sumner will provide any additional or latest information as requested:
  - → Population projections, actions identified in the Draft 2024 Comprehensive Plan.
  - → To evaluate fleet electrification: City of Sumner owned fleet vehicle miles traveled and fleet composition and fuel use
  - → To evaluate telework for City of Sumner employees: Number of employees and full-time/part time status and employee zip codes to calculate distances

Subtask 01-03 – VMT Analysis

Approach

Overall, City of Sumner VMT was determined as part of the 2024 Comprehensive Plan and Transportation Master Plan for the land use alternatives. Transpo will build on this VMT work completed as well as use the travel demand model built as part of the 2024 Comprehensive Plan for this VMT analysis. The travel demand model has a 2023 base year (existing) and a 2044 horizon year. VMT projections will be based on the 2023 and 2044 horizon years, or a scaling factor will be used to adjust for a different existing year and future horizon year, if necessary, to be consistent with the GHG analysis. Transpo will work with City staff and Parametrix to determine the analysis years at the outset of the project. In addition, if necessary, VMT for up to one (1) additional future horizon year will be evaluated (for a total of three (3) scenarios: existing and two (2) future years). The projections for the additional future horizon year will be based on a scaling factor. As described previously, Transpo will use the 2024 Comprehensive Plan travel demand model as the foundation of this work, and this model will **not** be updated with new land use scenarios. Transpo will also identify Sumner-related VMT versus cut-through traffic related VMT within the City. A VMT per capita will be determined consistent with the HB1181 requirements.

Transpo will work with City staff and Parametrix to identify a VMT per capita target for Sumner. The target will be based on industry information, guidance from PSRC as well as consideration of the overall GHG target. We will develop a matrix of near- and long-term strategies or opportunities for reducing VMT and quantify the potential effectiveness. The PSRC Climate Change and Resilience Guidance, 2024 Comprehensive Plan and Pierce County's Sustainability 2030 (2023 Update) will be used as the initial resource for identifying the VMT reduction strategies. This includes policies that are included in the 2024 Climate Change Element. Transpo will also leverage industry information to determine other potential strategies for the City to consider. Transpo will review the matrix of near- and long-term strategies with the City and work together to develop the final list of strategies. Up to two (2) rounds of review by the are assumed for developing the final list of strategies. Transpo will provide an understanding of how the final list of strategies is projected to impact/reduce VMT per capita for the future horizon years (two (2) future years). Methodology, findings and results will be summarized in a VMT and GHG Reduction Plan under task 01-04.

Deliverables

Deliverables for this task include:

- VMT per capita for existing and up to two (2) future years
- Draft and Final Matrix of near- and long-term strategies and/or opportunities and an identification of the level of effectiveness in reducing VMT
- Estimation of VMT per capita with implementation of strategies

Assumptions

Assumptions for this task include:

- The primary VMT analysis will be based on the 2024 Comprehensive Plan and the travel demand model developed for this effort. The travel demand model will not be updated for new land use scenarios.
- Existing and up to two (2) future horizon years will be evaluated for a total of three (3) years.

- The PSRC Climate Change and Resilience Guidance, 2024 Comprehensive Plan, and Pierce County's Sustainability 2030 2023 Update will be used as a starting point for identifying contributing factors to VMT and potential VMT reduction strategies.
- Up to two (2) rounds of comments on the reduction strategies total including feedback from the City and Parametrix.

Subtask 01-04 – VMT and GHG Reduction Plan

Approach

We will work with the City planners to develop plans that will support the transition to lower transportation emissions and will work to decrease or at least minimize growth in VMT, such as policies around public transit, active transit, and parking to reduce VMTs along with transportation emissions. Parametrix and Transpo will document the methodology, findings and analysis of the GHG and VMT analysis. We will develop an actionable plan that outlined the steps the City will take to implement the plan and clearly shows the strategies/policies for reducing VMT and GHG.

Deliverables

Deliverables for this task include:

- Draft VMT and GHG Reduction Plan (Word)
- Responses to City comments
- Final VMT and GHG Reduction Plan
- Draft and Final presentation for Council Action

Assumptions

- The VMT and GHG Reduction Plan will be up to 15 pages.
- The VMT and GHG Reduction Plan will evaluate all actions identified in the City of Sumner Draft Climate Element.
- A feasibility assessment for each action will be included, limited to identifying the best scale (local, county, regional or state).
- City staff will provide comments in word in track changes. The Consultant will respond to each comment and revise the document for the final version. There will be only one round of review.
- The council presentation will include a PowerPoint slide. The city will provide a template as needed.
- Two consultant staff will be available for the Council presentation.

Task 02 – ADA Transition Plan Major Update

Approach

The update to the Sumner ADA Transition Plan will start by reviewing the current plan, understanding work that has been completed, and coordinating with City staff to determine what worked well and what challenges they have with the plan and how the new plan can be improved.

We will assess policy options, data needs, technical processes, and administrative requirements to identify any barriers to successful implementation. We will develop a tailored approach for the Sumner plan based on our coordination with staff, understanding of the current plan, and our experience with ADA transition plans throughout the Puget Sound. Data collection is the foundation of the ADA project, providing a clear understanding of what accessibility barriers exist and what needs to be done to remove them. Our approach is to collect data using mobile tablets and store it on a real-time cloud-based GIS database and interactive web viewer, for immediate review. Stakeholder engagement, especially with people who have disabilities, is a required element of ADA transition plans. Transpo will work with Sumner on the most effective way to engage with the community, which could include Transpo leading the engagement, or engagement conducted by City staff with support from Transpo. With either stakeholder engagement approach, Transpo recommends using an online map platform where people can identify specific locations and provide comments on accessibility and barriers, as this is one of the most effective ways for agencies to learn about barriers in the community. Other key elements of the approach will be identifying methods in which barriers within the public right-of-way will be addressed and developing an implementation schedule. The work completed for the ADA Transition Plan will be consistent with the requirements of Title II and a documentation will be structured to clearly demonstrate how Sumner meets the requirements.

Task 03 – Water System Plan Climate Vulnerability Assessment

Approach

Parametrix has developed climate vulnerability assessments at the state, county, and city level. Our approach to assessing how climate change risks are considered involves understanding the future projections of climate and how it relates to key considerations of maintaining and operating the City's water system.

Using current best available science, Parametrix will work with the City to conduct a climate change vulnerability and risk assessment for the City's water system plan to identify and mitigate risks associated with climate change by identifying and describing climate-related trends and current and anticipated climate change impacts based on 20, 50, and 100-year or early, mid, and late century projections. It will identify vulnerable water assets and infrastructure related to current and anticipated climate change impacts, characterize the risks for water assets and infrastructure from current and anticipated impacts of climate change. The risk assessment will provide a suite of potential adaptation (risk mitigation) strategies and policy responses to address the areas of high risk for water assets. The climate vulnerability assessment team will identify and consider which variables, if any, are exacerbating the identified risks and opportunities and identify a clear and logical climate evaluation rationale. This comes with our experience using different climate variables for different projects, such as storage, distribution, and treatment.

Task 04 – Tree Canopy Assessment

Approach

Parametrix will develop GIS tree canopy layers using Lidar and aerial imagery, leveraging complete Lidar coverage from 2011 and 2020 to perform visual and statistical comparisons of canopy changes. These layers will be displayed as canopy overlays, continuous canopy height coverage, and canopy height groups. Following this, we will conduct a detailed tree canopy coverage of the urban growth area using the GIS layers. This analysis will include statistical breakouts of acreage and

percent canopy coverage, comparing the changes between 2011 and 2020. The analysis will be segmented by various criteria such as citywide areas, neighborhoods, zoning, parks, public vs. private land, road right-of-way, sensitive lands, and census block groups. Special attention will be given to historically disadvantaged and climate-sensitive areas. Finally, Parametrix will compile a comprehensive report summarizing the findings and offering recommendations for climate-related compensatory actions. This report will highlight key analysis takeaways, summarize the environmental, social, and economic benefits of the urban forest, and address threats such as insects, disease, and wildfire. It will also review current city tree codes, staff recommendations, and existing community programs, providing recommendations for future improvements and engagement strategies.

Task 05 – Policy Updates and Code Development

Approach

The team will begin with a review of the City's existing policy and codes as well as recommended policy changes from the project deliverables. Working closely with the City, we will provide a memo of recommended and required changes that are consistent with the findings of the VMT and GHG Reduction Analysis, ADA Transition Plan, Climate Vulnerability Assessment Report, and Tree Canopy Analysis as well as HB1181.

The team will use the project deliverables to inform revisions to the 2024 Comprehensive Plan Update Climate Element. The assessments will provide a suite of potential adaptation strategies and policy responses.

					Parametrix										Transpo				
					Sr Planner Matilda Evoy-Mount	**Sr Consultant** John Phillips	**QC** Josh Proudfoot	**GHG Analyst** Stephen Greenslade	**GHG Analyst** Beth Miller	**Project Accountant** Jordanna Lebow	**Project Coordinator** Bobby Golembiewski II	**Sr Contract Administrator** Jean Johnson	**Technical Editor** Susan Swift	**Publications Supervisor** Debra Fetherston	**Principal** Stefanie Herzstein	**Senior Technical Manager** Brent Turley	**Travel Demand Modeller** Jessica Lambert	**VMT/Emissions Expert** John Lewis	**Multimodal Planner / Project Admin** Jewell Hamilton
		Billing Rates			$200.54	$274.69	$313.16	$137.11	$140.34	$97.19	$102.67	$193.41	$127.88	$170.50	$275.00	$260.00	$190.00	$300.00	$145.00
Task	**Subtask**	**Description**	**Labor Dollars**	**Labor Hours**															
01		**VMT and GHG Reduction Action**	**$99,998.37**	**533**	**36**	**34**	**14**	**94**	**102**	**10**	**10**	**4**	**8**	**4**	**47**	**32**	**74**	**18**	**46**
01	01	Project Coordination	$17,239.94	89	28	12			4	10	10	4			15				6
1	02	GHG Analysis	$23,054.64	144		10	10	70	54										
1	03	VMT Analysis	$32,030.72	148	4	4		4	4						16	24	50	18	24
1	04	VMT and GHG Reduction Plan	$27,673.07	152	4	8	4	20	40				8	4	16	8	24		16
02		**ADA Transition Plan Major Update**	**$150,000.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
02	01	ADA Transition Plan Major Update	$150,000.00	0															
03		**Water System Plan Climate Vulnerability Assessment**	**$80,000.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
03	01	Water System Plan Climate Vulnerability Assessment	$80,000.00	0															
04		**Tree Canopy Assessment**	**$70,000.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
04	01	Tree Canopy Assessment	$70,000.00	0															
05		**Policy Updates and Code Development**	**$100,000.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
05	01	Policy Updates and Code Development	$100,000.00	0															
		Labor Totals:		**533**	**36**	**34**	**14**	**94**	**102**	**10**	**10**	**4**	**8**	**4**	**47**	**32**	**74**	**18**	**46**
		Totals:	**$499,998.37**		**$7,219.40**	**$9,339.49**	**$4,384.27**	**$12,888.62**	**$14,314.37**	**$971.85**	**$1,026.72**	**$773.64**	**$1,023.00**	**$682.00**	**$12,925.00**	**$8,320.00**	**$14,060.00**	**$5,400.00**	**$6,670.00**
		Labor and Expense Total:	**$499,998.37**																

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

_____,
PARAMETRIX

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 con- tract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-l.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 par- ties, 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. 7401-767lq.) 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. 7401-767lq) 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 par- ties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the 0MB 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 at- tempting 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.

CITY COUNCIL MEETING
DATE: October 21, 2024
AGENDA BILL: 24-564

SUBJECT: Resolution No. 1702 - Interlocal Agreement with the City of Auburn for Partial Funding of the Stewart Road Bridge Replacement Project

CATEGORY: Consent

BUDGET IMPACT:
Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:
1. Resolution No. 1702 - ILA with City of Auburn for Stewart Bridge Funding

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:
Due to the regional use of the Stewart Road bridge, the City of Auburn has committed $150,000.00 in funds to contribute to Sumner's replacement of the bridge. This agreement provides for that payment to Sumner.

COUNCIL COMMITTEE/STUDY SESSION: Public Safety
MEETING/STUDY SESSION DATE: 10/16/2024
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:
Move to adopt Resolution 1702 entering into an ILA with the City of Auburn related to partial funding for the Stewart Road Bridge Project.

RESOLUTION NO. 1702

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF AUBURN FOR PAYMENT OF $150,000.00 TOWARDS SUMNER'S CONSTRUCTION OF THE STEWART ROAD BRIDGE.

WHEREAS, the City of Sumner and the City of Auburn seek to enter into an intergovernmental agreement enabling the City of Sumner to accept a $150,000.00 contribution from the City of Auburn for the removal and replacement of the Stewart Road Bridge; and

WHEREAS, the City Council has determined it to be in the best interest of the City of Sumner to enter into said intergovernmental agreement; and

WHEREAS, the City of Sumner is authorized, pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, to enter into such agreement.

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

Section 1. **Authorization.** That the City Council hereby approves the Interlocal Agreement between the City of Sumner and the City of Auburn for the purpose of a $150,000.000 payment by the City of Auburn toward the cost for Sumner to remove and replace the Stewart Road Bridge, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

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

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

ADOPTED AND APPROVED this _____ day of ____, 2024.

_____

Attest: Kathy Hayden, Mayor

_____

Michelle Converse, City Clerk

Approved as to form:

_____

Andrea Marquez, City Attorney

Return to:

City of Sumner City Clerk
1104 Maple Street
Sumner, WA 98390

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SUMNER AND THE CITY OF AUBURN
FOR FUNDING SUPPORT FOR CONSTRUCTION
OF THE STEWART ROAD BRIDGE

THIS AGREEMENT, made pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act, is entered into by and between the City of Sumner ("Sumner") and the City of Auburn ("Auburn"), both municipal corporations of the State of Washington (together referred to as the "Parties"), for the purpose of replacing and widening the Stewart Road Bridge ("Agreement").

WHEREAS, The Stewart Road corridor provides an important transportation link between Sumner, Bonney Lake, Auburn, and three highways: West Valley, East Valley, and SR 167; and

WHEREAS, Pierce County and the cities of Auburn, Sumner, and Pacific have agreed to forge a cooperative approach to the development and improvement of the Stewart Road corridor due to its importance to each jurisdiction; and

WHEREAS. The existing Stewart Road bridge over the White River is the final portion of unimproved roadway in the middle of the three-mile-long corridor. The bridge is considered "functionally obsolete" and is operating at overcapacity due to the increasing traffic volumes using the corridor. Replacing this bridge is vital to providing the transportation infrastructure needed by residents and serves the public's interest to commute and travel; and

WHEREAS, the City of Auburn pledged and budgeted a $150,000.00 contribution to Sumner's bridge replacement project (the "Funds") in recognition that the Stewart Road Bridge is a crucial piece of infrastructure for Auburn's Lakeland Hills neighborhoods; and

WHEREAS, the City of Sumner has acquired the right of way and has secured funding commitments from various state, county, and local sources for the Project but is relying upon Auburn's funding pledge as part of the necessary construction funds; and

WHEREAS, the Interlocal Cooperation Act, Chapter RCW 39.34, authorizes the Parties to enter into this Agreement for the purposes set forth herein.

W I T N E S S E T H

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

AGREEMENT

SECTION 1. SUMNER RESPONSIBILITIES

The scope of work for this Agreement is the construction of a new Stewart Road Bridge. The Stewart Road Bridge lies completely within the City of Sumner. As such, Sumner shall be solely responsible for the removal and

replacement of the existing 2-lane bridge over the White River at Stewart Road. 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 (collectively, the "Project"). Sumner shall retain sole decision-making, permitting authority, supervision, and inspection authority over all aspects and management of the Project.

SECTION 2. PROJECT SCHEDULE

- Bid Opening: October 2024
- Estimated Construction Start: 2025
- Estimate Construction Completion: 2028

SECTION 3. AUBURN'S RESPONSIBILITIES

Subject to the terms and conditions of the Agreement set forth herein, Auburn agrees to make a one-time payment to the City of Sumner of $150,000.00 for the White River Bridge Replacement Project (the "Funds"). Payment of the Funds will be made pursuant to this signed Agreement, and within 45 days of the execution of this Agreement by the Parties, the execution of which is contingent upon final approval of the terms and conditions of this Agreement by Resolution of the Auburn City Council. At Auburn's discretion, payment of the Funds shall be made by check, ACH transfer, or by wire. If paying by check, it should be to "City of Sumner" and sent by post mail to the following address:

Michael Kosa, Director
Public Works Department
City of Sumner
104 Maple Street
Sumner, WA 98930

Instructions for ACH and wire payments are attached as Exhibit A. Sumner shall have full discretion on use of the Funds for the Stewart Bridge Replacement Project. Upon payment of the Funds, Auburn will have no further responsibilities regarding the Project or for any future maintenance and/or operation of the Stewart Road Bridge because of this Agreement. The Agreement does not create any lien rights or any interest in property or equipment. Auburn makes no commitment to and is not obligated by this Agreement for any future support of the Project.

SECTION 4. SUMNER ASSURANCES AND FUNDING CONFIRMATION

As of 2024, the total cost for the Project is estimated to be greater than $33 Million. As consideration for Auburn's payment of the Funds, Sumner warrants that it has the resources and the funding commitments necessary to complete the Project. Sumner further warrants and promises that it will not redirect the Funds for any other purpose than completion of the Project. If Sumner abandons the Project or does not expend all the Funds obligated, it shall refund to Auburn the portion of Funds unexpended.

Sumner will construct the Project in accordance with public works laws and regulations including those related to competitive bidding, prevailing wage, retainage, and bonding, and with the currently adopted Stormwater Design Manual; the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter, Standard Specifications for Road, Bridge, and Municipal Construction, and Standard Plans (M21-01) for Road, Bridge and Municipal Construction and the Washington State Department of Transportation Construction Manual.

SECTION 5. ASSIGNMENT.

Neither Party to this Agreement shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions and interests under this Agreement, without the prior written approval of the other.

SECTION 6. LEGAL RELATIONS.

A. Independent Governments. The Parties hereto are independent governmental entities, and nothing herein shall be construed to limit the powers, authority or discretion of the governing bodies of each. Moreover, nothing herein contained shall be construed as creating a partnership or joint venture or the relationships of employer and employee, or principal and agent between the Parties. Sumner shall retain all authority for rendition of services, permitting requirements, standards of performance, control of personnel, and other matters incident to performance of this Agreement by Sumner.

B. Third Party Beneficiaries. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and, other than the benefit to the public provided by completion of the Project, gives no right or cause of action to any other party. No joint venture or partnership is formed as a result of this Agreement.

SECTION 7. DURATION AND TERMINATION

This Agreement is effective upon execution by both Parties and will automatically terminate when the terms of this Agreement are complete or upon mutual consent by the Parties.

SECTION 8. INDEMNIFICATION AND DEFENSE

Sumner shall defend, indemnify and save harmless Auburn, its officers, employees, agents and assigns from any and all costs, claims, judgments, or awards of damages resulting or allegedly resulting from the acts or omissions of Sumner, its officers, employees, agents or assigns associated with this Agreement.

Sumner specifically assumes liability for actions brought by its own employees against Auburn and for that purpose Sumner specifically waives, as respects to Auburn only, any immunity under the Worker's Compensation Act, RCW Title 51. The parties acknowledge that this waiver was the subject of mutual negotiation.

SECTION 9. INSURANCE

Summer shall maintain in full force throughout the duration of this Agreement membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions, and limits of liability satisfactory to Auburn.

SECTION 10. WAIVER

No waiver by either of the Parties to this Agreement of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 11. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements between the Parties shall be effective for any purpose.

SECTION 12. AMENDMENT

Provisions within this Agreement may be amended with the mutual consent of the Parties hereto. No waiver, additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both Parties.

SECTION 13. SEVERABILITY

If any one or more of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 14. FILING

Copies of this Agreement shall be filed with the Pierce County Auditor after execution of the Agreement by both Parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this _____ day of _____, 2024.

CITY OF SUMNER

By: _____
Kathy Hayden, Mayor

Approved as to Form:

_____
Andrea Marquez
SUMNER CITYATTORNEY

CITY OF AUBURN

By: _____
Nancy Backus, Mayor

Approved as to Form:

_____
Jason Whalen
AUBURN CITY ATTORNEY

CITY COUNCIL MEETING
DATE: October 21, 2024
AGENDA BILL: 24-566

SUBJECT: Approval of the minutes from the September 23, 2024 study session, the October 7, 2024 regular council meeting and the October 14, 2024 study session.

CATEGORY: Consent

BUDGET IMPACT:
Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:
1. Minutes - September 23, 2024
2. Minutes - October 7, 2024
3. Minutes - October 14, 2024

STAFF CONTACT: Michelle Converse

SUMMARY BACKGROUND:

COUNCIL COMMITTEE/STUDY SESSION:
MEETING/STUDY SESSION DATE:
COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:
Move to approve the meeting minutes from September 23, 2024, October 7, 2024 and October 14, 2024.

CITY OF SUMNER WASHINGTON

STUDY SESSION MINUTES
City Hall – 1104 Maple Street
September 23, 2024 6:15PM

Staff present: Wilson, Marquez, Windish, Kosa, Barry, Moericke, Steffens, Raymond

Councilmembers present: Bitetto, Bowman, Clerget, Cole, Elfers and Reinke
Mayor Hayden was absent.

DEPUTY MAYOR COLE CALLED THE MEETING TO ORDER AT 6:00 PM.

SPECIAL STUDY SESSION BUSINESS

1. 2025 / 2026 Budget Review

CITY ADMINISTRATOR REPORT

1. Lt. Houselog, Sgt. Watson swearing in at 5 PM
2. October 30, 2024 Special Study Session at 3 PM

AGENDA SETTING

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

EXECUTIVE SESSION

ADJOURNMENT

With no additional business, Deputy Mayor Cole adjourned the meeting at 7:19 PM.

Attest:

_____
Pat Cole, Deputy Mayor

_____
Maria Parisot
Records Management Specialist

DRAFT

CITY OF SUMNER WASHINGTON

REGULAR COUNCIL MEETING
City Hall – 1104 Maple Street
October 7, 2024 6:00 PM

Staff present: Wilson, Marquez, Steffens, Barry, Raymond, Windish, Kosa, Moericke, Hannegan, and Parisot

CALL TO ORDER

Pledge of Allegiance
Invocation- Steve Starr,Retired
Roll Call: Bitetto, Bowman, Clerget, Cole, Elfers, and Reinke

PROCLAMATION

DV Proclamation- Andrea Marquez, City Attorney

PRESENTATION

Sumner Bonney Lake School District Update, Dr. Lauri Dent, Sumner Bonney Lake School District Superintendent
Discussion ensued with comments from Councilmembers Bitetto and Elfers.

CONSENT AGENDA

MOVED BY DEPUTY MAYOR COLE SECONDED BY BITTETO TO APPROVE THE CONSENT AGENDA CONSISTING OF:

1. Approval of the meeting minutes from the September 16, 2024 regular council meeting and special study session, and September 18th, 2024 special study session.
2. Resolution No. 1701 Pretrial Reform Task Force Grant Acceptance

PASSED BY VOICE VOTE.

PUBLIC HEARING
There was none tonight.

REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment-** No public comments
3. **New Business**
   a. **<u>Ordinance No, 2897- Amending 2023/2024 Biennial Budget</u>**
      MOVED BY BITTETO SECONDED BY ELFERS TO APPROVE ORDINANCE NO. 2897 AMENDING 2023/2024 BIENNIAL BUDGET

      Chief Financial Officer Kassandra Raymond addressed the council.

      Public comment-

DRAFT

1 member of the public spoke to the item.

Discussion ensued-

Councilmember Elfers commented.

Community Operations Manager Derek Barry and Chief Financial Officer Kassandra Raymond commented.

PASSED BY ROLL CALL VOTE.

b. Ordinance 2898 - Amending SMC 12.60 City Parks, Trails, and Facilities

MOVED BY BOWMAN SECONDED BY CLERGET TO APPROVE ORDINANCE NO. 2897 AMENDING 2023/2024 BIENNIAL BUDGET
Community Services Manager Derek Barry addressed the council
No comments from public.
Discussion ensued-
Councilmember Elfers commented.
PASSED BY ROLL CALL VOTE.

c. Ordinance No. 2895 - Amending Sumner Municipal Code - Pretreatment Regulations

MOVED BY CLERGET SECONDED BY ELFERS TO APPROVE ORDINANCE NO. 2897 AMENDING 2023/2024 BIENNIAL BUDGET
Pretreatment Coordinator Andria Hannegan addressed the council.
Public comment-
1 member of the public spoke to the item
Discussion ensued-
Pretreatment Coordinator Andria Hannegan spoke to the item.
PASSED BY ROLL CALL VOTE.

4. **Reports**

a. **Council**

Councilmember Bitetto- Reminded everyone to register to vote at PierceCountyWA.gov, that Nov 5th is the registration deadline, and where to drop off ballots. She advised she is impressed with city staff, especially Public Works on their work with the 2025 budget.

Councilmember Bowman- Thanked Dr. Dent for her presentation and advised that she has spoken to students at events and that the issues addressed concern students as well. She agreed with Councilmember Bitetto regarding staff and budget work. She advised she is a member of Rainier Communication Division and advised that they appreciate Pierce County TV, and that that body is running into budget issues. She commented that several great community members are applying for the empty council position.

Councilmember Clerget- Thanked Dr. Dent and encouraged people to vote.

Deputy Mayor Cole- Attended high school summit and praised school programs in the district. Advised that Sounder train stations are missing clocks, which she said are coming in a few weeks.

Councilmember Elfers- Appreciated the collaboration of council and staff on budget. He encouraged people to apply for council and called for community involvement. Expressed appreciation for SBLSD, and discussed a recent trip to Port district.

Councilmember Reinke- Thanked school district, and advised of past family connections to the school district. He also encouraged people to vote. He advised that people need to drive slower and pay attention at the high school.

DRAFT

b. City Administrator Jason Wilson

Upcoming Policy Issues:

- October 14th – Study Session
  - 2025 Budget Review- Property Tax Rate
  - Miscellaneous Funds
  - ARPA
  - Debt Service
  - Impact Fees
  - LED Guarantee
- October 16th -Special Study Session
  - Comp Plan Review elements 1-10
- October 21st – Regular Council Meeting
  - Public Hearing on 2025 Tax Ad Valorem Rate
  - Climate Planning Contract Award
  - Stewart Road Bridge Construction Management Consultant Agreement
  - Washington St Reconstruction Design Consultant Agreement
  - Stewart Road Bridge PSE Easement Acquisition
  - Ordinance Adopting 2025 Compensation Schedule
  - Ordinance Amending the Personnel Policies
- October 21st – Special Study Session
  - 2025 Utility Rates
  - 2025 Utility Billing Changes

Significant Development Activity:

- Planning Commission
  - Public Hearing
    - Code Amendment BESS
    - Code Amendment Permit Timelines
    - Code Amendment Commercial Redevelopment
    - Code Amendment Group Homes

Miscellaneous:

- Close on council vacancy October 8th at 5 PM
- Fall Open House in Council Chambers October 22nd 5-7 PM
- Public Safety Committee Meeting will be on 10/16 at 5 PM after study session.

c. **Mayor**

Mayor Hayden had no comments.

5. **Executive Session**

Executive Session on RCW 42.30.110(1)(i)(i) and RCW 42.30.140(4)(a).

We expect the Executive Session to last 25 minutes with no action to follow.

6. **Adjournment**

With no additional business before the council, Mayor Hayden adjourned the meeting at PM. Councilmembers concurred.

ATTEST:

DRAFT

_____
Kathy Hayden, Mayor

_____
Maria Parisot, Records Management Specialist

DRAFT

CITY OF SUMNER WASHINGTON

STUDY SESSION MINUTES
City Hall – 1104 Maple Street
September 23, 2024 6:15PM

Staff present: Wilson, Marquez, Windish, Kosa, Barry, Moericke, Steffens, Raymond

Councilmembers present: Bitetto, Bowman, Clerget, Cole, Elfers and Reinke

Mayor Hayden was absent.

DEPUTY MAYOR COLE CALLED THE MEETING TO ORDER AT 6:00 PM.

SPECIAL STUDY SESSION BUSINESS

1. 2025 / 2026 Budget Review

CITY ADMINISTRATOR REPORT
1. Lt. Houselog, Sgt. Watson swearing in at 5 PM
2. October 30- Special Study Session at 3 PM

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

EXECUTIVE SESSION

ADJOURNMENT
With no additional business, Deputy Mayor Cole adjourned the meeting at 7:19 PM.

Attest:

_____

Kathy Hayden, Mayor

_____

DRAFT

CITY OF SUMNER WASHINGTON

CITY COUNCIL MEETING
DATE: October 21, 2024
AGENDA BILL: 24-567

SUBJECT: Approval of the checks and electronic payments in the amount of $3,649,732.22.

CATEGORY: Consent

BUDGET IMPACT:
Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:
1. Signature Page

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:
Payments since the last meeting.

COUNCIL COMMITTEE/STUDY SESSION:
MEETING/STUDY SESSION DATE:
COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:
Approve as presented.

CITY OF SUMNER WASHINGTON

CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From:	34704 *	To:	34838	$1,373,006.24
Use Tax (paid to WA State Department of Revenue)		9/13/2024	To:	10/2/2024	$1,573.43
Voided Check(s)		34596	And:	34704 *	-$695.14
Voided EFT(s)		-		-	-
Voided Wire(s)		-		-	-
AP Electronic (EFTs) Payments:	From:	830	To:	836	$739,062.10
AP Wire(s):	From:	15387	And:	15389 ⌘	$7,889.02
Payroll & Benefits Electronic Payments	From:	9/6/2024	To:	10/3/2024 ^	$1,517,351.57
Payroll & Benefits Checks	From:	10048	To:	10049	11,545.00
				TOTAL	$3,649,732.22

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the service rendered, or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Sumner and I am authorized to authenticate and certify to said claim.

DocuSigned by:
Kassandra Raymond
9A5D5E5EBAEC4A5...

10/7/2024 | 3:17 PM PDT

Chief Financial Officer — Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of: $3,649,732.22

Signed by:
Patricia Cole
[illegible]614FF4684BF...

10/9/2024 | 9:19 AM PDT

Chair — Date

Signed by:
Carla Bowman
E6088B65DAAB400...

10/7/2024 | 4:21 PM PDT

Committee Member — Date

Signed by:
Barbara Bitetto
74E2EC62EDD845C...

10/10/2024 | 7:47 AM PDT

Committee Member — Date

* Check #34704 was voided so doesn't show on the Voucher Listing.
⌘ Wire #15388 was not used in this check run.
^ Payroll numbers are from two Pay Periods (Bi-Weekly payroll).

CITY COUNCIL MEETING
DATE: October 21, 2024
AGENDA BILL: 24-562

SUBJECT: Resolution No. 1700 - Tax Year 2025 Ad Valorem Property Tax **CATEGORY:** Public Hearings

BUDGET IMPACT:
Expenditure Required: None Within Budget Allocation: N/A

ATTACHMENTS:
1. Presentation
2. Resolution No 1700 - Tax Year 2025 Ad Valorem Property Tax Levy

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND: RCW 84.55.120 mandates a public hearing on revenue sources for the upcoming year's budget, including consideration of any potential increases in property tax revenues. The hearing process provides Sumner residents with the opportunity to voice their opinions prior to the adoption of the property tax levy.

In accordance with RCW 84.55.120, the Mayor of the City of Sumner must certify to the Pierce County Assessor-Treasurer and the Pierce County Council that the City of Sumner requests the following property tax amounts to be collected in 2025:

A total levy of $5,006,222, which includes a 1.0% increase over the prior year's collections as authorized by RCW, plus revenues resulting from new construction and improvements ($32,793), annexations ($4,445), and administrative refunds ($2,088). The combined amount to be levied, inclusive of new revenues, is $5,045,547.

In authorizing this action, it is the Council's intent that:

1. Of the effective levy rate, $0.058741 per $1,000 of assessed valuation shall be committed to leveraging funding opportunities (e.g. grants) for street/transportation projects, in an amount equal to $330,000.
2. Of the effective levy rate, $0.062301 per $1,000 of assessed valuation, in an amount equal to $350,000, shall be reserved for Council appropriation in a future biennial budget cycle.

The 2024 levy rate of $0.92 (rounded) per $1,000 of assessed valuation was based on an overall City assessed valuation of $5,380,225,788. Based on the 2024 preliminary certification from Pierce County for tax year 2025, the 2024 assessed valuation for 2025 taxes is estimated at $5,617,917,467 , resulting in a preliminary levy rate for tax year 2025 of $0.8981 (rounded) per $1,000 of assessed valuation.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee
City Council Study Session
MEETING/STUDY SESSION DATE: 10/21/2024
COMMITTEE RECOMMENDATION: Forward to City Council Study Session

STAFF RECOMMENDATIONS/MOTION:
Hold required Public Hearing for the tax year 2025 Ad Valorem Property Tax Levy.

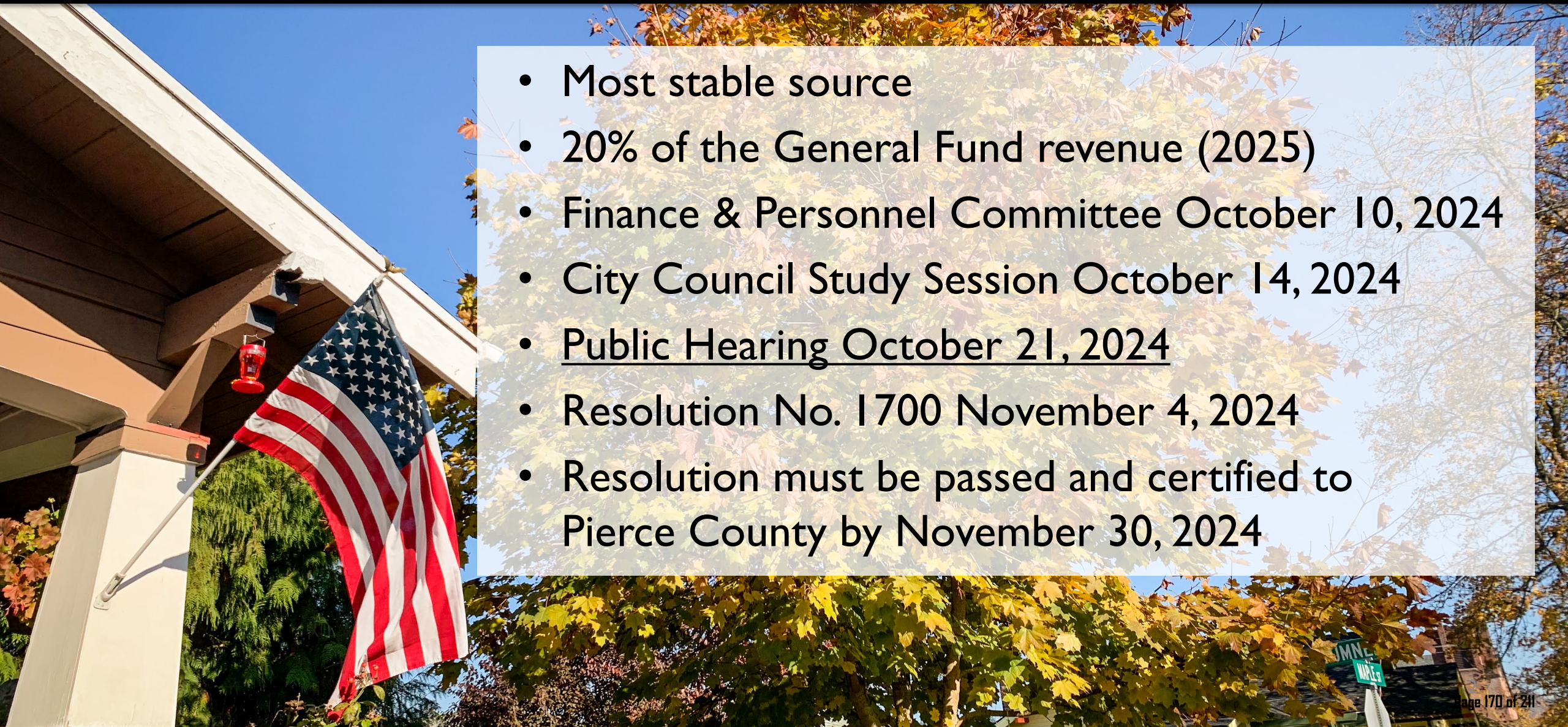
2025 Property Tax Levy

CITY OF SUMNER WASHINGTON

City Council

October 21, 2024

About Property Taxes



- Most stable source
- 20% of the General Fund revenue (2025)
- Finance & Personnel Committee October 10, 2024
- City Council Study Session October 14, 2024
- Public Hearing October 21, 2024
- Resolution No. 1700 November 4, 2024
- Resolution must be passed and certified to Pierce County by November 30, 2024

State Law

RCW 84.55 authorizes taxing districts with a population of 10,000 or more to increase its levy up to 1.0% <u>from the highest lawful levy since 1985</u>.

EXAMPLE OF ORDINANCE/RESOLTUION
REQUESTING HIGHEST LAWFUL LEVY

Ordinance/Resolution No._____
RCW 84.55.120

WHEREAS, the _____ of **SUMNER** has met and considered
(Governing body of the taxing district) (Name of the taxing district)
its budget for the calendar year 2025 ; and,

WHEREAS, the districts actual levy amount from the previous year was $ **4,956,654.98** and,
(Previous Year's Levy Amount)

WHEREAS, the population of this district is □ more than or □ less than 10,000; and now, therefore,
(Check One)

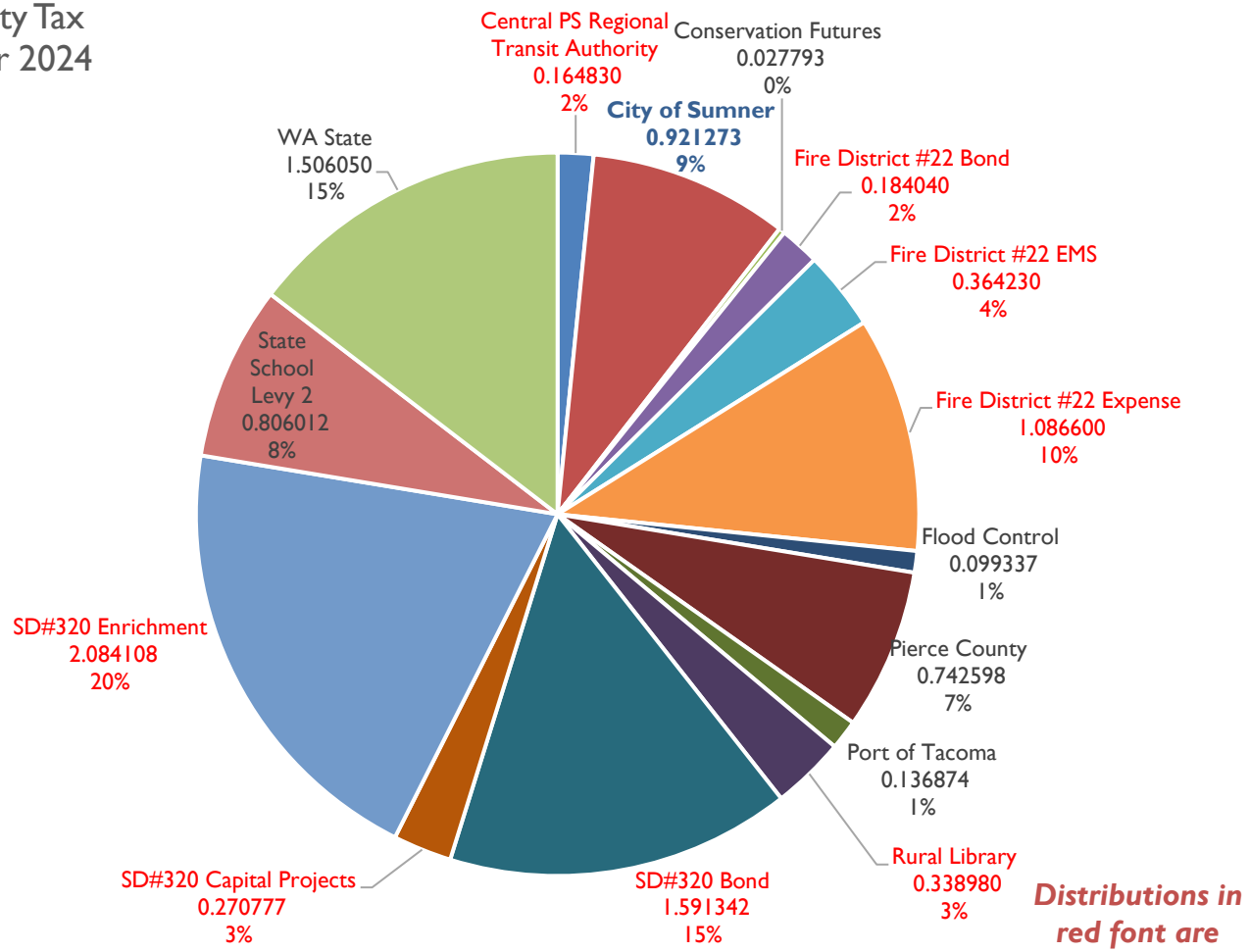
BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the **2025** tax year.
(Year of Collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be $ **49,401.91** which is a percentage increase of **1.0%** from the previous year. This increase is exclusive of
(Percentage Increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Property Tax Distribution

Property Tax
Tax Year 2024



Distributions in red font are voter approved

Property tax is the 2nd largest revenue source in the General Fund;

The City receives 9% of Sumner's overall property tax assessment.

SBLSD = 46%

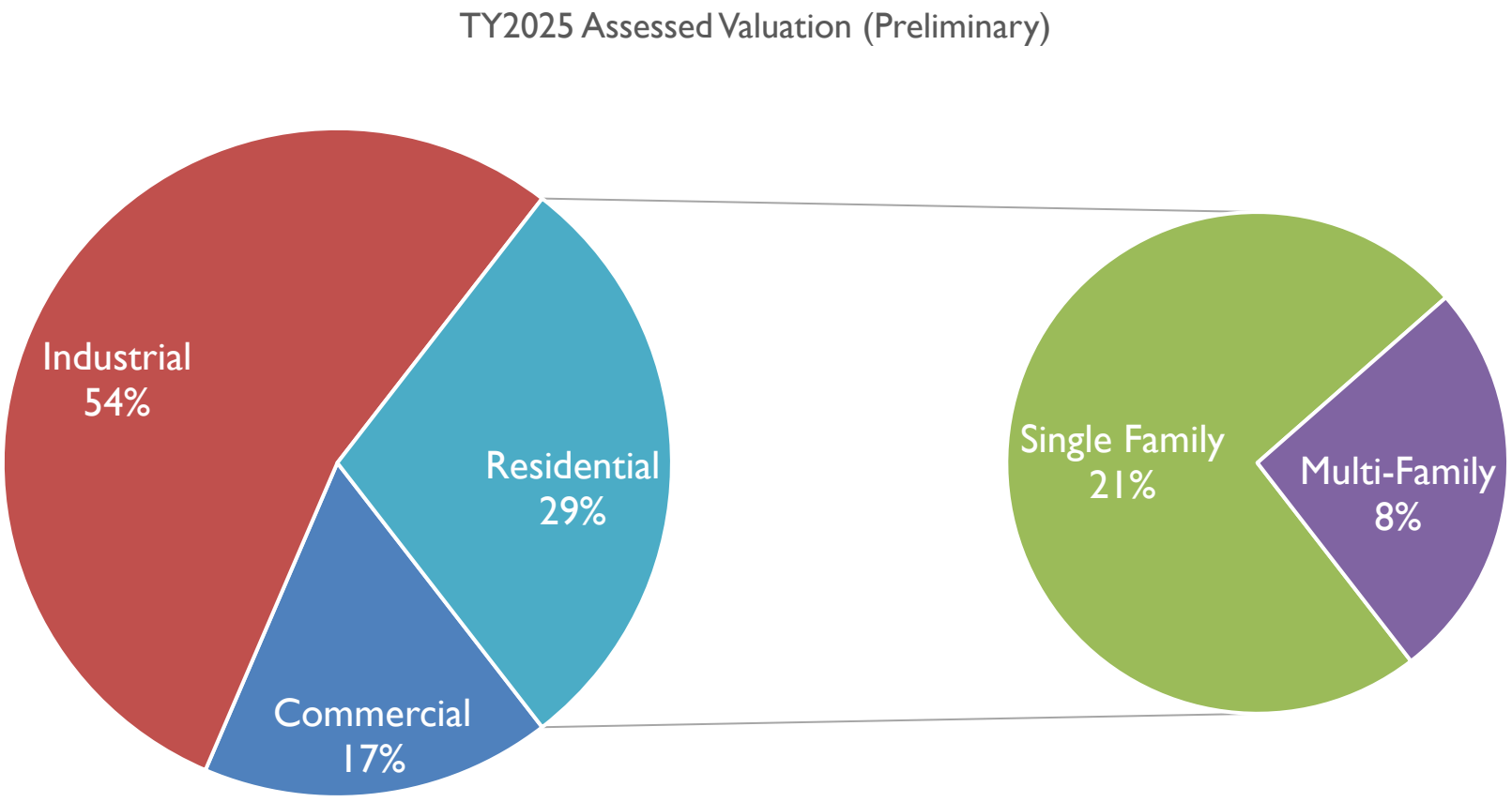
EPFR = 16%

Preliminary Certification

	TY 2024	TY 2025	Change
Assessed Valuation	$5,380,225,788	$5,617,917,467	4.4%
A/V Single Family Residence	$507,345	$542,866	7.0%

The dollar amount levied is calculated by the Assessed Valuation, divided by $1,000, multiplied by the levy rate.

Assessed Valuation



Source: Pierce County preliminary assessed valuation for tax year 2025.

Levy Rates

CPI in August 2024 was 3.1%	1.0% increase
TY2024 Levy	$4,956,655
Change over TY2024 Levy	$49,567
+ Additional revenue from NC&I	$32,793
+Additional revenue from annexations	$4,544
+ Additional revenue from administrative refunds	$2,088
Total TY2025 Levy	$5,045,547
Levy per $1,000	$0.8981
Monthly change from 2024 *Average single family residence*	*$1.68*

**Based on Pierce County's preliminary values. Final values will be released in late November and may update these numbers.*

TY2025 Levy

For Tax Year 2025	1.0% Increase
General Fund	$4,365,547
City Council Strategic Reserve	$350,000
Street Operations & Capital	$330,000
Total TY2025 Levy	$5,045,547
Increase in General Fund (from 2024)	$88,892
2025 City Property Tax for SFR	$487.56

Next Steps

October 10, 2024
Finance & Personnel Committee
October 14, 2024
City Council Study Session
October 21, 2024
Public Hearing
November 4, 2024
Resolution adopting TY2025 Levy

RESOLUTION NO. 1700
CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, RELATING TO AD VALOREM PROPERTY TAXES; ESTABLISHING THE AMOUNT TO BE COLLECTED IN 2025 BY TAXATION ON THE ASSESSED VALUATION OF THE PROPERTY OF THE CITY; AND SETTING THE LEVY FOR THE YEAR 2025.

WHEREAS, the Sumner City Council attests that the City of Sumner population is 10,800; and

WHEREAS, the Sumner City Council has properly given notice of the public hearing held October 21, 2024, to consider the City of Sumner's ad valorem property tax for the 2025 budget, pursuant to RCW 84.55.120; and

WHEREAS, the City of Sumner's highest lawful levy is $5,046,173.09 with the actual levy amount from the previous year being $4,956,654.98; and

WHEREAS, the City Council, after conducting the required public hearing and after duly considering all relevant evidence and testimony presented, determined that the City of Sumner requires a regular levy of $5,045,547, which includes an increase in property tax revenue from the previous year, amounts resulting from the addition of new construction and improvements to property, administrative refunds, an increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made; and

WHEREAS, the City Council is hereby establishing a policy that approximately $0.058741/$1,000 of this property tax levy, for a dollar amount equal to $330,000, shall be used only for street improvements and further directs staff to establish a committed reserve account in the appropriate fund to segregate these funds from any other general fund dollars and that these funds are restricted from any other purpose without city council approval; and

WHEREAS, the City Council hereby establishing a policy that approximately $0.062301/$1,000 of this property tax levy, for a dollar amount equal to $350,000, shall be reserved for Council appropriation in a future biennial budget cycle, and further directs staff to establish a committed reserve account in the appropriate fund to segregate these funds from any other general fund dollars and that these funds are restricted from any other purpose without city council approval; and

WHEREAS, the Sumner City Council finds that to best protect the public health, safety, and welfare, to best protect the City's future property tax levy capacity, to best serve the citizens of Sumner by maintaining an appropriate level of service throughout the City, to appropriately discharge the City's expected expenditures and obligations, and to best serve the citizens of Sumner through a continued commitment throughout the city, substantial needs exists to increase its tax levy authority over last year.

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

Section 1. Property Tax Levy. The City Council adopts the substantial need findings above, and further finds that in light of substantial increases in costs to maintain and operate basic infrastructure, including streets, realized and anticipated loss of state shared revenues, as well as inflationary impacts

on the cost to provide essential public safety services, parks and recreation programs, information technology, planning, building services, and administration services, the City Council finds that there is in fact a substantial need for additional revenue, great enough to justify an increase in property taxes.

The legally maximum authorized levy is $5,046,173.09. The required regular property tax levy needed by the City of Sumner of $5,006,222 is hereby authorized for the levy to be collected in the 2025 tax year. The dollar amount of the increase of the actual levy amount from the previous year is $49,567. This is a 1.0% increase from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

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

Section 4. This resolution shall become effective immediately upon adoption.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 4th day of November, 2024.

_____
Mayor Kathy Hayden

ATTEST:

_____
City Clerk Michelle Converse, CMC

APPROVED AS TO FORM:

_____
City Attorney Andrea Marquez

Department of Revenue
Washington State

Form 64 0100

Reset form

Levy Certification

Submit this document, or something similar, to the **county legislative authority on or before November 30** of the year preceding the year in which the levy amounts are to be collected.

Courtesy copy may be provided to the county assessor.

This form is not designed for the certification of levies under RCW 84.52.070.

In accordance with RCW 84.52.020, I **Kathy Hayden** *(Name)*, **Mayor** *(Title)*, for **City of Sumner** *(District name)*, do hereby certify to the **Pierce County** *(Name of county)* County legislative authority that the **City Council** *(Commissioners, Council, Board, etc.)* of said district requests that the following levy amounts be collected in **2025** *(Year of collection)* as provided in the district's budget, which was adopted following a public hearing held on **10/21/2024** *(Date of public hearing).*

Regular levies

Levy	General levy	Other levy*
Total certified levy request amount, which includes the amounts below.	5,043,459.00	
Administrative refund amount	2,088.00	
Non-voted bond debt amount		
Other*		

Excess levies

Levy	General (n/a for school districts)	Bond	Enrichment (school districts only)	Cap. project	Other levy*
Total certified levy request amount, which includes the amounts below.					
Administrative refund amount					
Other*					

*Examples of other levy types may include EMS, school district transportation, or construction levies. Examples of other amounts may include levy error correction or adjudicated refund amount. Please include a description when using the "other" options.

Signature: _____ **Date:** _____

Print form

To request this document in an alternate format, please complete the form dor.wa.gov/AccessibilityRequest or call 360-705-6705. Teletype (TTY) users please dial 711.

CITY COUNCIL MEETING
DATE: October 21, 2024
AGENDA BILL: 24-553

SUBJECT: Ordinance No. 2903 - 2025 Compensation Schedule **CATEGORY:** Ordinance

BUDGET IMPACT:
Expenditure Required: None Within Budget Allocation: N/A

ATTACHMENTS:
1. Ordinance No. 2903 - 2025 Comp Schedule

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:
The City is required to pass an annual compensation schedule. This ordinance establishes the 2025 salaries for the City's non-represented employees. Also included are the previous collectively bargained salaries for the Internation Union of Operating Engineers Local 302 and the Sumner Police Guild, representing both Commissioned and Non-Commissioned employees. The wages included in Exhibit A of the attached ordinance are all within current budgeted labor projections.

The timing of this Ordinance allows for staff to know their 2025 compensation prior to our annual benefit Open Enrollment this fall.

The staff continues to actively negotiate contracts with the Teamsters union. Positions represented by that group are included at their 2024 rates. Once labor agreements have been approved, we will return to the Council with a Compensation Schedule Amendment.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee
MEETING/STUDY SESSION DATE: 10/10/2024
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion to adopt Ordinance No. 2903 - 2025 Compensation Schedule.

ORDINANCE NO. 2903
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, ADOPTING THE 2025 COMPENSATION SCHEDULE FOR NON-REPRESENTED EMPLOYEES AND EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 302, AND THE POLICE GUILD COMMISSIONED OFFICERS AND THE POLICE GUILD REPRESENTING SPECIAL COMMISSIONED AND NON-COMMISSIONED POLICE EMPLOYEES.

WHEREAS, the City is required to adopt an annual Compensation Schedule; and

WHEREAS, the City has adopted a Compensation Philosophy to attract and retain top talent within budgetary constraints; and

WHEREAS, the City has established a 2025 Compensation Schedule for the non-represented employees; and

WHEREAS, the compensation schedule for represented employees will be in accordance with previously approved Collective Bargaining Agreements with the International Union of Operating Engineers Local No. 302 and the Police Guild Commissioned Officers and the Police Guild representing special commissioned and non-commissioned police employees; and

WHEREAS, the City is currently negotiating a 2025 labor contract with the International Brotherhood of Teamsters Local No. 313; and

WHEREAS, the dollar amounts in Exhibit A for employees includes Cost of Living Adjustments (COLAs) and market adjustments (varied by represented position) for 2025.

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

Section 1. Adoption. The City of Sumner 2025 Compensation Schedule for non-represented employees and represented employees represented by the International Union of Operating Engineers Local No. 302 and the Police Guild Commissioned Officers and the Police Guild representing special commissioned and non-commissioned police employees attached hereto as Exhibit A, covering the period from January 1, 2025 through December 31, 2025, is hereby adopted.

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

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

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

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 21st day of October, 2024.

_____
Mayor Kathy Hayden

ATTEST:

_____
City Clerk Michelle Converse, CMC

APPROVED AS TO FORM:

_____
City Attorney Andrea Marquez

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

Temporary and Seasonal Pay Grades - Hourly								
Classification	**Typical Position Titles**	**Grade**	**Basis**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Temporary	Temporary Laborer	TMP1	Hourly	$ 20.00	$ 22.00	$ 24.00	$ 26.00	$ 28.00
	Temporary Administrative	TMP2	Hourly	$ 25.00	$ 30.00	$ 35.00	$ 40.00	$ 45.00
	Temporary Professional	TMP3	Hourly	$ 55.00	$ 60.00	$ 65.00	$ 70.00	$ 75.00
Non-Exempt Pay Grades - Hourly / Period								
Classification	**Typical Position Titles**	**Grade**	**Basis**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Regular Part Time	Animal Care Technician	HR1	Hourly	$ 20.00	$ 22.00	$ 24.00	$ 26.00	$ 28.00
Labor	Custodial Technican	21	Hourly	$ 25.71	$ 27.18	$ 28.75	$ 30.40	$ 32.14
			Per Period	$ 2,056.80	$ 2,174.40	$ 2,300.00	$ 2,432.00	$ 2,571.20
Professional	Technician, Administrative Assistant, Specialist, Assistant Planner	31	Hourly	$ 31.87	$ 33.69	$ 35.62	$ 37.65	$ 39.82
			Per Period	$ 2,549.60	$ 2,695.20	$ 2,849.60	$ 3,012.00	$ 3,185.60
		32	Hourly	$ 32.98	$ 34.87	$ 36.88	$ 38.98	$ 41.22
			Per Period	$ 2,638.40	$ 2,789.60	$ 2,950.40	$ 3,118.40	$ 3,297.60
		33	Hourly	$ 34.65	$ 36.65	$ 38.75	$ 40.96	$ 43.31
			Per Period	$ 2,772.00	$ 2,932.00	$ 3,100.00	$ 3,276.80	$ 3,464.80
Technical	Administrator, Analyst, Assistant Engineer, Associate Planner, Building/Plans Inspector, Coordinator, GIS/CAD Specialist, IT Technician, Professional Standards Officer	41	Hourly	$ 38.01	$ 40.19	$ 42.49	$ 44.93	$ 47.50
			Per Period	$ 3,040.80	$ 3,215.20	$ 3,399.20	$ 3,594.40	$ 3,800.00
		42	Hourly	$ 39.12	$ 41.37	$ 43.74	$ 46.25	$ 48.90
			Per Period	$ 3,129.60	$ 3,309.60	$ 3,499.20	$ 3,700.00	$ 3,912.00
		43	Hourly	$ 42.48	$ 44.92	$ 47.49	$ 50.21	$ 53.09
			Per Period	$ 3,398.40	$ 3,593.60	$ 3,799.20	$ 4,016.80	$ 4,247.20
		44	Hourly	$ 44.72	$ 47.28	$ 49.99	$ 52.86	$ 55.89
			Per Period	$ 3,577.60	$ 3,782.40	$ 3,999.20	$ 4,228.80	$ 4,471.20
Exempt Pay Grades - Bi-Weekly (26 pay periods)								
Classification	**Typical Position Titles**	**Grade**	**Basis**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Operations Managers	Building Official, Communications Director, Senior Planner, Superintendent, Operational Manager, Associate Engineer, Assistant Attorney, Project Manager, Lieutenant	61	Per Period	$ 3,756.69	$ 3,971.62	$ 4,199.23	$ 4,440.00	$ 4,694.46
		62	Per Period	$ 3,845.92	$ 4,066.42	$ 4,299.12	$ 4,545.46	$ 4,806.00
		63	Per Period	$ 4,114.58	$ 4,350.27	$ 4,599.15	$ 4,862.77	$ 5,141.58
		64	Per Period	$ 4,471.96	$ 4,727.96	$ 4,998.62	$ 5,285.54	$ 5,588.15
		65	Per Period	$ 4,628.08	$ 4,893.69	$ 5,174.00	$ 5,470.54	$ 5,783.81
		66	Per Period	$ 4,952.05	$ 5,236.25	$ 5,536.18	$ 5,853.48	$ 6,188.68
		67	Per Period	$ 5,345.73	$ 5,652.53	$ 5,976.31	$ 6,318.83	$ 6,680.68
Deputy Director	Deputy Police Chief, Chief Financial Officer, Deputy City Attorney, City Engineer, PW Deputy Director	72	Per Period	$ 5,768.62	$ 6,099.12	$ 6,448.38	$ 6,817.88	$ 7,208.73
		73	Per Period	$ 6,305.42	$ 6,666.35	$ 7,048.58	$ 7,452.58	$ 7,879.35
Department Director	Judge (Part Time)	80	Per Period					$ 3,330.58
	Department Director, City Attorney	81	Per Period					$ 8,326.46
	Police Chief	82	Per Period					$ 8,550.04
Executive	City Administrator	91	Per Period					$ 9,052.85

CPI-U 3.8%
Teamsters TBD
Police Guild Commissioned 4%

Non-Rep 5%
Operating Engineers 4%
Police Guild Non-Commissioned 4%

Non-Exempt Represented Pay Grades - Hourly / Period									
Classification	**Typical Position Titles**	**Grade**	**Basis**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Union-IUOE	Operator In Training	WW0	Hourly	$ 32.09	$ 33.94	$ 35.76			
			Per Period	$ 2,567.20	$ 2,715.20	$ 2,860.80			
	Operator 1 - Group 1	WW1	Hourly	$ 38.42	$ 40.61	$ 42.95		$ 45.41	
			Per Period	$ 3,073.60	$ 3,248.80	$ 3,436.00		$ 3,632.80	
	Opeartor 2, Lab Technician - Group 2	WW2	Hourly	$ 40.76	$ 43.09	$ 45.56		$ 48.17	
			Per Period	$ 3,260.80	$ 3,447.20	$ 3,644.80		$ 3,853.60	
	Operator 3, Lab Analyst - Group 3	WW3	Hourly	$ 44.39	$ 46.94	$ 49.63		$ 52.47	
			Per Period	$ 3,551.20	$ 3,755.20	$ 3,970.40		$ 4,197.60	
	Operator 4, Lab Process Analyst - Group 4	WW4	Hourly	$ 48.30	$ 51.06	$ 53.99		$ 57.09	
			Per Period	$ 3,864.00	$ 4,084.80	$ 4,319.20		$ 4,567.20	
	Chief Operator	WW5	Hourly	$ 51.89	$ 54.85	$ 58.00		$ 61.33	
			Per Period	$ 4,151.20	$ 4,388.00	$ 4,640.00		$ 4,906.40	
	Industrial Electrician	EL1	Hourly	$ 48.30	$ 51.06	$ 53.99		$ 57.09	
			Per Period	$ 3,864.00	$ 4,084.80	$ 4,319.20		$ 4,567.20	
	Senior Industrial Electrician	EL2	Hourly	$ 49.74	$ 52.59	$ 55.61		$ 58.80	
			Per Period	$ 3,979.20	$ 4,207.20	$ 4,448.80		$ 4,704.00	
	Environmental Technician	EV1	Hourly	$ 38.42	$ 40.61	$ 42.95		$ 45.41	
			Per Period	$ 3,073.60	$ 3,248.80	$ 3,436.00		$ 3,632.80	
	Pretreatment Coordinator	EV2	Hourly	$ 46.56	$ 49.22	$ 52.05		$ 55.03	
			Per Period	$ 3,724.80	$ 3,937.60	$ 4,164.00		$ 4,402.40	
	Engineering Technician	EN1	Hourly	$ 39.71	$ 41.97	$ 44.39		$ 46.92	
			Per Period	$ 3,176.80	$ 3,357.60	$ 3,551.20		$ 3,753.60	
	Senior Engineering Technician	EN2	Hourly	$ 46.56	$ 49.22	$ 52.05		$ 55.03	
			Per Period	$ 3,724.80	$ 3,937.60	$ 4,164.00		$ 4,402.40	
Union-Police Commissioned	Police Officer	PC1	Hourly	$ 44.28	$ 46.49	$ 48.83	$ 51.30	$ 53.87	$ 56.66
			Per Period	$ 3,542.40	$ 3,719.20	$ 3,906.40	$ 4,104.00	$ 4,309.60	$ 4,532.80
	Police Officer Detective	PC2	Hourly						$ 59.50
			Per Period						$ 4,760.00
	Police Officer Sergeant	PC3	Hourly						$ 67.42
			Per Period						$ 5,393.60
Union-Police Support	Animal Control Shelter Assistant	PS1	Hourly	$ 25.14	$ 26.58	$ 28.10	$ 29.72	$ 31.43	
			Per Period	$ 2,011.20	$ 2,126.40	$ 2,248.00	$ 2,377.60	$ 2,514.40	
	Police Records Specialist 1	PS2	Hourly	$ 30.13	$ 31.80	$ 33.58	$ 35.46	$ 37.47	
			Per Period	$ 2,410.40	$ 2,544.00	$ 2,686.40	$ 2,836.80	$ 2,997.60	
	Police Records Coordinator	PS3	Hourly	$ 35.78	$ 37.15	$ 38.57	$ 40.06	$ 41.60	
			Per Period	$ 2,862.40	$ 2,972.00	$ 3,085.60	$ 3,204.80	$ 3,328.00	
	Community Service Officer	PS4	Hourly	$ 35.40	$ 37.22	$ 39.11	$ 41.14	$ 43.33	
			Per Period	$ 2,832.00	$ 2,977.60	$ 3,128.80	$ 3,291.20	$ 3,466.40	
	Animal Control Officer	PS5	Hourly	$ 34.15	$ 35.90	$ 37.75	$ 39.70	$ 41.78	
			Per Period	$ 2,732.00	$ 2,872.00	$ 3,020.00	$ 3,176.00	$ 3,342.40	
	Animal Control Supervisor	PS6	Hourly					$ 48.89	
			Per Period					$ 3,911.20	
Union-Teamsters Not yet settled for 2025	*PW Operator 1, Groundskeeper 1, Mechanic 1*	*TM1*	*Hourly*	*$ 32.49*		*$ 33.67*		*$ 34.68*	
			Per Period	*$ 2,599.20*		*$ 2,693.60*		*$ 2,774.40*	
	PW Operator 2, Groundskeeper 2, Meter Technician	*TM2*	*Hourly*	*$ 38.42*				*$ 42.18*	
			Per Period	*$ 3,073.60*				*$ 3,374.40*	
	Mechanic 2, Facilities Maint Tech 2	*TM3*	*Hourly*	*$ 39.04*				*$ 43.38*	
			Per Period	*$ 3,123.20*				*$ 3,470.40*	
	PW Shops Senior Operator	*TM4*	*Hourly*					*$ 43.38*	
			Per Period					*$ 3,470.40*	
	Cemetery, Fleet, Parks & PW Field Supervisors	*TM5*	*Hourly*	*$ 46.24*				*$ 50.30*	
			Per Period	*$ 3,523.38*				*$ 3,832.15*	

CPI-U 3.8%
Teamsters TBD
Police Guild Commissioned 4%

Non-Rep 5%
Operating Engineers 4%
Police Guild Non-Commissioned 4%

CITY COUNCIL MEETING
DATE: October 21, 2024
AGENDA BILL: 24-560

SUBJECT: Ordinance No. 2904 - Amending Sumner Municipal Code 2.100 Personnel Policies

CATEGORY: Ordinance

BUDGET IMPACT:
Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:
1. Ordinance No. 2904 - Amending Sumner Municipal Code Chapter 2.100 Personnel Policies

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:
As part of the 2025/26 budget process, staff proposed implementing a medical cost share for non-represented employees that are covered through the AWC Benefit Trust. The proposed ordinance would amend the personnel policies, creating a 3% premium cost share effective January 1, 2025, and a 5% premium cost share effective January 1, 2026.

In addition, the proposed code establishes a 25% premium cost share for temporary employees who are eligible for medical coverage.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee
MEETING/STUDY SESSION DATE: 10/10/2024
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
Approve Ordinance No. 2904 - Amending Sumner Municipal Code 2.100, Personnel Policies.

ORDINANCE NO. 2904
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SUMNER MUNICIPAL CODE 2.100 PERSONNEL POLICIES.

WHEREAS, the City tries to balance providing quality benefits to its employees at an affordable cost; and

WHEREAS, the City continues to experience rapidly increasing medical insurance premiums; and

WHEREAS, the City desires to implement an employee medical premium cost-share program to help offset those increases.

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

Section 1. Amendment to City Code. Sumner Municipal Code Section 2.100 is hereby amended as follows:

2.100.415 Healthcare coverages for part-time, temporary or seasonal employees.
Regular part-time employees, working at least 20 hours per week, but less than 30 hours per week, may choose to receive prorated medical benefits based on their FTE status. Regular part-time employees working an average of 30 or more hours per week shall receive medical benefits at a prorated amount based on their FTE status unless refused by the employee subject to SMC 2.100.430.

Temporary and seasonal employees who work more than 30 hours per week shall receive medical benefits the first day of the third month; provided, that their expected length of service is more than 90 days. Temporary employees who elect to enroll in medical coverage will be responsible for covering 25% of the medical premiums including dental and vision. ~~The medical benefits shall be prorated if the temporary employee works less than 40 hours but more than 30 hours per week.~~ (Ord. 2595 § 1 (part), 2017)

2.100.420 Healthcare plans.
The city provides its employees' healthcare coverage through either the Association of Washington Cities (AWC) or Teamsters Trust as enumerated in the employees' collective bargaining agreement. For non-represented employees healthcare coverage is as follows:

A. Health insurance:

Plan:	AWC High Deductible Healthcare Plan
Employee Monthly Premium Cost Share:	~~$0.00~~ 3% starting January 1, 2025 5% starting January 1, 2026
Annual Employer Health Savings Account Contribution:	$1,500 for employee only $3,000 for employee + 1 or more
Annual Employer Health Reimbursement Account (bridge):	Maximum of $2,400 for employee only Maximum of $4,800 for employee + 1 or more

B. Dental insurance:

Plan:	Delta Dental Plan J
Employee Monthly Premium Cost Share:	$0.00

C. Vision insurance:

Plan:	VSP $0.00
Employee Monthly Premium Cost Share:	$0.00

(Ord. 2886(Sub) § 1, 2024; Ord. 2886 § 1, 2024; Ord. 2867 § 1, 2023; Ord. 2614 § 1 (part), 2017: Ord. 2595 § 1 (part), 2017)

2.100.430 Refusal of medical coverage – Premium cost savings sharing.
In accordance with the AWC Employee Benefit Trust underwriting rules, ~~eligible~~ full time, regular employees who choose to waive city medical ~~and/or dental~~ coverage for themselves ~~or~~ and their dependents because of coverage in another plan may receive $50.00 per pay period, which shall be added to the employee's paycheck as a gross amount. In order to refuse medical coverage, the employee must certify that they have minimum acceptable coverage compliant with the Affordable Care Act.

Employees who waive medical coverage are entitled to an amount equal to the employee only health savings account contribution deposited into their deferred compensation (457b) account. (Ord. 2867 § 1, 2023; Ord. 2595 § 1 (part), 2017)

2.100.440 Continuation of health insurance coverage.
A. Workers' Compensation Leave. An employee receiving workers' compensation benefits continues to accrue vacation leave and sick leave for up to six months as long as they are in a paid status. The city also continues to pay for the employer's portion of health insurance premiums (unless otherwise provided by the employee's collective bargaining agreement); provided that the employee continues to pay their share of premiums, if any. After six months, the employee's benefits shall cease unless the mayor or city administrator makes an exception based on the established criteria. The employee may continue health care benefits through COBRA.

B. COBRA Benefits. Upon an employee's separation from service the employee may be eligible to continue city health insurance benefits, at the employee's expense, to the extent provided under the federal COBRA regulations. An administrative handling fee over and above the cost of the insurance premium may be charged to the employee or his/her dependents who elect to exercise their COBRA benefits.

C. Termination, Retirement, Leave of Absence. The city pays for healthcare one month in advance. For eligible employees who terminate, retire or are on an approved leave of absence, the city will pay the employer's portion of the premium for the month after the employee separates, provided the employee is on paid status for 80 hours of the month that they are leaving. The employee is responsible for their portion of the healthcare premiums for the month they are eligible for continued coverage. (Ord. 2595 § 1 (part), 2017)

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

affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

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

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

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 21st day of October 2024.

_____
Mayor Kathy Hayden

ATTEST:

_____
Michelle Converse, City Clerk

APPROVED AS TO FORM:

_____
City Attorney Andrea Marquez

CITY OF SUMNER WASHINGTON

STUDY SESSION
DATE: October 21, 2024
AGENDA BILL: 24-551

SUBJECT: Stewart Road Bridge - Construction Contract Award **CATEGORY:** Motion

BUDGET IMPACT:
Expenditure Required: $31,789,000 Within Budget Allocation: Yes

ATTACHMENTS:
1. Public Works Contract

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.

Bids were opened on October 15, 2024, for this project. Ceccanti is the apparent low bidder at $29,709,327.23. With a 7% construction contingency, the low bid is $31,789,000. Staff will review and evaluate the lowest responsible bid and share details about the responsive bids during the meeting. The Engineer's Estimate was $24,248,000. The Contractor will have 899 working days to complete the new bridge after notice to proceed.

COUNCIL COMMITTEE/STUDY SESSION: Study Session
MEETING/STUDY SESSION DATE: 10/16/2024
COMMITTEE RECOMMENDATION: Study Session

STAFF RECOMMENDATIONS/MOTION:
A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with the apparent low bidder, Ceccanti, Inc., in an amount not-to-exceed $31,789,000 for the Stewart Road Bridge Replacement (CIP13-08), substantially in a form approved by the City Attorney.

PUBLIC WORKS CONTRACT
between City of Sumner and

Ceccanti, Inc.

THIS AGREEMENT, made and entered into this day of _____, between the City of Sumner under and by virtue of Title 35 RCW (Cities and towns) as amended and Ceccanti, Inc. hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for

Stewart Road Bridge Replacement (CIP 13-08)

in accordance with and as described in the (a) attached plans and specifications, (b) the standard specifications of the Washington State Department of Transportation, and (c) all other documents, specifications, provisions and required regulations contained in the Bid Document package provided at bid opening, all of which are considered the "Contract Documents" and are incorporated herein by this reference and made part hereof as if fully set forth in this contract, and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Sumner.

II. The City of Sumner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner upon the conditions provided for in this contract. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and kin, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

III. Contractor's Employees – Employment Eligibility Requirements (E-Verify).

The Contractor 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 Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor 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 Contractor. Upon execution of this Contract, the Contractor 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.

IV. It is further provided that no liability shall attach to the City of Sumner by reason of entering into this contract except as provided herein.

V. Debarment. The Contractor 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 Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

VI. Application of Uniform Guidance. If this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(J) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition) are hereby incorporated, as applicable, as if fully set forth herein. *See* attached Exhibit C.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Local Agency Approving Authority has caused this instrument to be executed by and in the name of said City of Sumner the day and year first above written.

CONTRACTOR:	**CITY OF SUMNER:**
By:_____ *(signature)* Print Name:_____ Its_____ *(Title)* DATE:_____	By:_____ *(signature)* Print Name: Kathy Hayden Its Mayor *(Title)* DATE:_____ By:_____ *(signature)* Print Name: Jason Wilson Its City Administrator *(Title)*

	DATE:_____ Attest: Approved as to form: _____ _____ City Clerk City Attorney DATE:_____ DATE:_____
NOTICES TO BE SENT TO: **CONTRACTOR:** Jon Vander Griend Ceccanti, Inc. 4116 Brookdale Rd E Tacoma, WA 98446 253-537-2990 jon@ceccantiinc.com	**NOTICES TO BE SENT TO:** **CITY OF SUMNER:** Andrew Leach, Associate Engineer City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5711 andrewl@sumnerwa.gov

PROPOSAL

To: City of Sumner

1. Pursuant to and in compliance with your Advertisement for Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the project related to those items herein bid, being aware of the local conditions affecting the performance of a Contract covering the items bid, having knowledge of the cost of the work at the place where the work is to be done and having familiarized himself with the Contract Documents, hereby proposes and agrees to perform the work and/or to furnish the equipment, any or all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform a Contract covering any or all of those items herein bid and to complete in a workmanlike manner all work covered by said Contract in connection with the Owner's **STEWART ROAD BRIDGE REPLACEMENT, CIP 13-08**, for the amounts stated below.

A. BID ITEMS (See Special Provisions and Standard Specifications for description of bid items)

BID SCHEDULE A – ROADWAY/BRIDGE
STEWART ROAD BRIDGE REPLACEMENT

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
A1	1	MOBILIZATION	L.S.	3,333,000.00	3,333,000.00
A2	4	CLEARING AND GRUBBING	ACRE	20,000.00	80,000.00
A3	1	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	EST.	$10,000.00	$10,000
A4	1	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	180,000.00	180,000.00
A5	66	REMOVING CEMENT CONC. SIDEWALK	S.Y.	20.00	1,320.00
A6	261	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	20.00	5,220.00
A7	962	REMOVING GUARDRAIL	L.F.	14.00	13,468.00
A8	8	REMOVING GUARDRAIL ANCHOR	EACH	100.00	800.00
A9	1,859	REMOVING PLASTIC LINE	L.F.	1.00	1,859.00
A10	11	REMOVING PLASTIC TRAFFIC MARKING	EACH	100.00	1,100.00
A11	130	REMOVING PLASTIC CROSSWALK LINE	S.F.	10.00	1,300.00
A12	953	REMOVING CHAIN LINK FENCE	L.F.	4.00	3,812.00
A13	1	WORK ACCESS	L.S.	75,000.00	75,000.00
A14	1	DEWATERING	EST.	$250,000.00	$250,000
A15	18	REMOVING TREE	EACH	500.00	9,000.00

BID SCHEDULE A – ROADWAY/BRIDGE STEWART ROAD BRIDGE REPLACEMENT					
ITEM NO.	**PLAN QUANTITY**	**ITEM DESCRIPTION**	**UNIT**	**UNIT PRICE (Figures)**	**TOTAL AMOUNT (Figures)**
A16	1	REMOVE EXISTING BRIDGE	L.S.	1,000,000.00	1,000,000.00
A17	1	REMOVE BUILDING STRUCTURES	L.S.	50,000.00	50,000.00
A18	1	ASBESTOS HANDLING AND DISPOSAL	EST.	$15,000.00	$15,000
A19	1	ASBESTOS ABATEMENT	EST.	$15,000.00	$15,000
A20	1	REMOVE EXISTING CONCRETE REVETMENT PANELS	EST.	$12,500	$12,500
A21	14,799	ROADWAY EXCAVATION INCL. HAUL	C.Y.	50.00	739,950.00
A22	1,000	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	C.Y.	50.00	50,000.00
A23	15,201	GRAVEL BORROW INCL. HAUL	C.Y.	60.00	912,060.00
A24	15,201	EMBANKMENT COMPACTION	C.Y.	1.00	15,201.00
A25	4 41	SETTLEMENT INDICATING DEVICE	EACH	150.00	6,150.00
A26	1,178	CORE FILL	C.Y.	80.00	94,240.00
A27	1,431	SELECT FILL TYPE 1	C.Y.	60.00	85,860.00
A28	391	SELECT FILL TYPE 2	C.Y.	60.00	23,460.00
A29	253	FLOOD BARRIER WALL	L.F.	200.00	50,600.00
A30	1	FLOOD CONTINGENCY PLAN	L.S.	1,600.00	1,600.00
A31	149	STREAMBED COBBLES 6 IN.	C.Y.	100.00	14,900.00
A32	657	DITCH EXCAVATION INCL. HAUL	C.Y.	50.00	32,850.00
A33	1,363	LIGHT LOOSE RIPRAP	TON	60.00	81,780.00
A34	502	HEAVY LOOSE RIPRAP	TON	80.00	40,160.00
A35	23	QUARRY SPALLS	C.Y.	80.00	1,840.00
A36	184	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 12 IN. DIAM.	L.F.	120.00	22,080.00
A37	2	DUCKBILL CHECK VALVE	EACH	8,400.00	16,800.00

BID SCHEDULE A – ROADWAY/BRIDGE STEWART ROAD BRIDGE REPLACEMENT					
ITEM NO.	**PLAN QUANTITY**	**ITEM DESCRIPTION**	**UNIT**	**UNIT PRICE (Figures)**	**TOTAL AMOUNT (Figures)**
A38	2	ENHANCED WATER QUALITY VAULT	EACH	48,000.00	96,000.00
A39	156	DUCTILE IRON CASING PIPE 24 IN. DIAM.	L.F.	400.00	62,400.00
A40	1	PIPE COUPLING FITTING	EACH	3,700.00	3,700.00
A41	44	DUCTILE IRON STORM PIPE 30 IN. DIAM.	L.F.	450.00	19,800.00
A42	7	CATCH BASIN TYPE 1	EACH	1,800.00	12,600.00
A43	5	CATCH BASIN TYPE 2 48 IN. DIAM.	EACH	7,000.00	35,000.00
A44	1,152	TESTING STORM SEWER PIPE	L.F.	8.00	9,216.00
A45	768	SOLID WALL PVC STORM SEWER PIPE 12 IN. DIAM.	L.F.	100.00	76,800.00
A46	1	TEMPORARY STORM SEWER BYPASS	L.S.	10,000.00	10,000.00
A47	1	SUPERSTRUCTURE - STEWART ROAD BRIDGE	L.S.	6,600,000.00	6,600,000.00
A48	4 4,373	STRUCTURE EXCAVATION CLASS A INCL. HAUL	C.Y.	50.00	218,650.00
A49	1	SHORING OR EXTRA EXCAVATION CL. A	L.S.	1,300,000.00	1,300,000.00
A50	220	GRAVEL BACKFILL FOR WALL	C.Y.	70.00	15,400.00
A51	900	CONSTRUCTING 10 FT. DIAM SHAFT	L.F.	2,600.00	2,340,000.00
A52	6	QA SHAFT TEST	EACH	2,000.00	12,000.00
A53	1	REMOVING SHAFT OBSTRUCTIONS	EST.	$361,800.00	$361,800
A54	173,900	ST. REINF. BAR FOR BRIDGE	LB.	2.00	347,800.00
A55	612	CONC. CLASS 4000 FOR BRIDGE	C.Y.	2,000.00	1,224,000.00
A56	431	BRIDGE APPROACH SLAB	S.Y.	525.00	226,275.00
A57	1	TEMPORARY WORK PLATFORM	L.S.	4,000,000.00	4,000,000.00
A58	1	WOODY DEBRIS MAINTENANCE	L.S.	3,700.00	3,700.00
A59	1	FORM SAVERS	L.S.	80,000.00	80,000.00

BID SCHEDULE A – ROADWAY/BRIDGE STEWART ROAD BRIDGE REPLACEMENT					
ITEM NO.	**PLAN QUANTITY**	**ITEM DESCRIPTION**	**UNIT**	**UNIT PRICE (Figures)**	**TOTAL AMOUNT (Figures)**
A60	1	TEMPORARY GIRDER STOPS	L.S.	2,400.00	2,400.00
A61	1	MECHANICAL SPLICES GR80	L.S.	125,000.00	125,000.00
A62	1	PIER 1 CURTAIN WALL ACCESS	L.S.	12,000.00	12,000.00
A63	1	BARRIER MOUNTED RETRIEVAL ANCHOR	L.S.	2,000.00	2,000.00
A64	2,307	STAINLESS STELL	LB.	2.00	4,614.00
A65	4,394	CRUSHED SURFACING BASE COURSE	TON	52.00	228,488.00
A66	1,934	CRUSHED SURFACING TOP COURSE	TON	58.00	112,172.00
A67	736	PLANING BITUMINOUS PAVEMENT	S.Y.	20.00	14,720.00
A68	1,955	HMA CL. 1/2 IN. PG 58H-22	TON	180.00	351,900.00
A69	1	ASPHALT COST PRICE ADJUSTMENT	CALC	$10,000	$10,000
A70	3,344	SILT FENCE	L.F.	6.00	20,064.00
A71	520	ESC LEAD	DAY	10.00	5,200.00
A72	4,871	TOPSOIL TYPE A	C.Y.	50.00	243,550.00
A73	3	SEEDING, FERTILIZING, AND MULCHING	ACRE	9,000.00	27,000.00
A74	560	PSIPE, AMELANCHIER ALNIFOLIA / SERVICEBERRY - 1 GAL.	EACH	20.00	11,200.00
A75	230	PSIPE,BETULA NIGRA / RIVER BIRCH MULTI-TRUNK - 2 GAL.	EACH	25.00	5,750.00
A76	207	PSIPE,CORNUS NUTTALLII / PACIFIC DOGWOOD - 2 GAL.	EACH	25.00	5,175.00
A77	1,725	PSIPE,CORNUS NUTTALLII / PACIFIC DOGWOOD - LIVE STAKES	EACH	10.00	17,250.00
A78	359	PSIPE,CRATAEGUS VIRIDIS 'WINTER KING' / WINTER KING HAWTHORN - 2 GAL.	EACH	35.00	12,565.00
A79	554	PSIPE,MYRICA CALIFORNICA / PACIFIC WAX MYRTLE - 1 GAL.	EACH	20.00	11,080.00
A80	207	PSIPE,PSEUDOTSUGA MENZIESII / DOUGLAS FIR - 2 GAL.	EACH	25.00	5,175.00

BID SCHEDULE A – ROADWAY/BRIDGE STEWART ROAD BRIDGE REPLACEMENT					
ITEM NO.	**PLAN QUANTITY**	**ITEM DESCRIPTION**	**UNIT**	**UNIT PRICE (Figures)**	**TOTAL AMOUNT (Figures)**
A81	1,114	PSIPE,ROSA NUTKANA / NOOTKA ROSE - 1 GAL.	EACH	20.00	22,280.00
A82	1,725	PSIPE,SALIX SCOULERIANA 'STAKE' / SCOULER'S WILLOW - LIVE STAKES	EACH	20.00	34,500.00
A83	452	PSIPE,THUJA PLICATA / WESTERN RED CEDAR - 2 GAL.	EACH	25.00	11,300.00
A84	222	PSIPE,TSUGA MERTENSIANA / MOUNTAIN HEMLOCK - 2 GAL.	EACH	25.00	5,550.00
A85	560	PSIPE,VACCINIUM PARVIFOLIUM / RED HUCKLEBERRY - 1 GAL.	EACH	20.00	11,200.00
A86	4,465	BARK OR WOOD CHIP MULCH RINGS	EACH	6.00	26,790.00
A87	80	CHECK DAM	EACH	130.00	10,400.00
A88	3,232	PLASTIC COVERING	S.Y.	3.00	9,696.00
A89	339	STABILIZED CONSTRUCTION ENTRANCE	S.Y.	37.00	12,543.00
A90	208	STREET CLEANING	HR	100.00	20,800.00
A91	20	INLET PROTECTION	EACH	100.00	2,000.00
A92	4	OUTLET PROTECTION	EACH	450.00	1,800.00
A93	1	EROSION/WATER POLLUTION CONTROL	EST.	$20,000.00	$20,000
A94	1	PROJECT AREA WEED AND PEST CONTROL	EST.	$15,000.00	$15,000
A95	1,605	HIGH VISIBILITY FENCE	L.F.	4.00	6,420.00
A96	1,054	TEMPORARY PIPE SLOPE DRAIN	L.F.	50.00	52,700.00
A97	30	LARGE WOODY DEBRIS	EACH	1,200.00	36,000.00
A98	1	PLANT ESTABLISHMENT YEAR 2	L.S.	55,000.00	55,000.00
A99	688	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	30.00	20,640.00
A100	177	CEMENT CONC. PEDESTRIAN CURB	L.F.	30.00	5,310.00
A101	188	BEAM GUARDRAIL TYPE 31 - 8 FT. LONG POST	L.F.	65.00	12,220.00

BID SCHEDULE A – ROADWAY/BRIDGE STEWART ROAD BRIDGE REPLACEMENT					
ITEM NO.	**PLAN QUANTITY**	**ITEM DESCRIPTION**	**UNIT**	**UNIT PRICE (Figures)**	**TOTAL AMOUNT (Figures)**
A102	1	BEAM GUARDRAIL NON-FLARED TERMINAL	EACH	5,500.00	5,500.00
A103	2	BEAM GUARDRAIL TRANSITION SECTION TYPE 31	EACH	3,400.00	6,800.00
A104	1	BEAM GUARDRAIL ANCHOR TYPE 10	EACH	2,300.00	2,300.00
A105	160	SINGLE SLOPE CONCRETE BARRIER	L.F.	500.00	80,000.00
A106	1,219	TEMPORARY BARRIER	L.F.	80.00	97,520.00
A107	3,931	PLASTIC LINE	L.F.	5.00	19,655.00
A108	627	PLASTIC WIDE LANE LINE	L.F.	7.00	4,389.00
A109	12	PLASTIC TRAFFIC ARROW	EACH	225.00	2,700.00
A110	704	PLASTIC CROSSWALK LINE	S.F.	10.00	7,040.00
A111	237	PLASTIC STOP LINE	L.F.	15.00	3,555.00
A112	2	PLASTIC RAILROAD CROSSING SYMBOL	EACH	1,500.00	3,000.00
A113	1	PERMANENT SIGNING	L.S.	8,000.00	8,000.00
A114	13,619	TEMPORARY PAVEMENT MARKING-SHORT DURATION	L.F.	4.00	54,476.00
A115	24	TEMPORARY MISC. PAVEMENT MARKINGS - SHORT DURATION	EACH	250.00	6,000.00
A116	288	TEMPORARY STOP LINE - SHORT DURATION	L.F.	22.00	6,336.00
A117	1	ILLUMINATION SYSTEM	L.S.	240,000.00	240,000.00
A118	1	TRAFFIC CONTROL SUPERVISOR	L.S.	73,000.00	73,000.00
A119	320	FLAGGERS	HR	66.00	21,120.00
A120	244	CONSTRUCTION SIGNS CLASS A	S.F.	24.00	5,856.00
A121	264	OTHER TRAFFIC CONTROL LABOR	HR	66.00	17,424.00
A122	3,840	PORTABLE CHANGEABLE MESSAGE SIGN	HR	4.00	15,360.00
A123	1	ITS	L.S.	80,000.00	80,000.00

BID SCHEDULE A – ROADWAY/BRIDGE STEWART ROAD BRIDGE REPLACEMENT					
ITEM NO.	**PLAN QUANTITY**	**ITEM DESCRIPTION**	**UNIT**	**UNIT PRICE (Figures)**	**TOTAL AMOUNT (Figures)**
A124	1	TEMPORARY TRAFFIC SIGNAL SYSTEM, "STEWART RD E & BUTTE AVE E"	L.S.	70,000.00	70,000.00
A125	1	TEMPORARY TRAFFIC SIGNAL SYSTEM, "STEWART RD E & 140TH AVE CT E"	L.S.	60,000.00	60,000.00
A126	1	WORK ZONE SAFETY CONTINGENCY	EST.	$5,000.00	$5,000.00
A127	16	SCHEDULE UPDATE	EACH	500.00	8,000.00
A128	1	TYPE B PROGRESS SCHEDULE	L.S.	~~3,500.00~~ 15,000.00 (1)	~~3,500.00~~ 15,000.00 (1)
A129	1,094	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	24.00	26,256.00
A130	4,838	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	1.00	4,838.00
A131	1	STRUCTURE SURVEYING	L.S.	180,000.00	180,000.00
A132	1	ROADWAY SURVEYING	L.S.	50,000.00	50,000.00
A133	1	ADA FEATURES SURVEYING	L.S.	1,500.00	1,500.00
A134	1	MONUMENT CASE AND COVER	EACH	850.00	850.00
A135	1	ROADSIDE CLEANUP	EST.	$20,000.00	$20,000.00
A136	393	CEMENT CONC. SIDEWALK	S.Y.	70.00	27,510.00
A137	1	CEMENT CONC. CURB RAMP TYPE PARALLEL	EACH	2,200.00	2,200.00
A138	69	CEMENT CONC. DRIVEWAY ENTRANCE TYPE RESIDENTIAL ALTERNATE 1	S.Y.	80.00	5,520.00
A139	823	COATED CHAIN LINK FENCE TYPE 3	L.F.	37.00	30,451.00
A140	24	END, GATE, CORNER, AND PULL POST FOR CHAIN LINK FENCE	EACH	350.00	8,400.00
A141	8,987	STRUCTURAL EARTH WALL	S.F.	37.00	332,519.00
A142	1	MANHOLE 48 IN. DIAM. TYPE 3	EACH	7,400.00	7,400.00
A143	2,066	GEOSYNTHETIC RETAINING WALL	S.F.	20.00	41,320.00
A144	2,000	TRAINING	HR	1.00	2,000.00

BID SCHEDULE A – ROADWAY/BRIDGE STEWART ROAD BRIDGE REPLACEMENT					
ITEM NO.	**PLAN QUANTITY**	**ITEM DESCRIPTION**	**UNIT**	**UNIT PRICE (Figures)**	**TOTAL AMOUNT (Figures)**
A145	1	FIELD OFFICE BUILDING	L.S.	60,000.00	60,000.00
A146	3,356	CONSTRUCTION GEOTEXTILE FOR SEPARATION	S.Y.	2.00	6,712.00
A147	1,752	CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION	S.Y.	2.00	3,504.00
A148	3,961	GRAVEL BORROW FOR STRUCTURAL EARTH WALL INCL. HAUL	C.Y.	60.00	237,660.00
A149	1	HEALTH AND SAFETY PLAN	L.S.	1,800.00	1,800.00
A150	1	FA-SITE CLEANUP OF BIO. AND PHYSICAL HAZARDS	EST.	$10,000.00	$10,000
A151	1	MINOR CHANGE	CALC	$20,000	$20,000
A152	1	SPCC PLAN	L.S.	500.00	500.00
A153	2	CONNECTION TO DRAINAGE STRUCTURE	EACH	800.00	1,600.00
A154	6	ADJUST MANHOLE	EACH	650.00	3,900.00
A155	1	DISPUTES REVIEW BOARD	EST.	$36,004.00	$36,004.00
A156	1	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)	L.S.	500.00	500.00
A157	1	RECORD DRAWINGS	L.S.	3,500.00	3,500.00
A158	1	INVASIVE PLANT REMOVAL	EST.	$10,000.00	$10,000
A159	160	OFF-DUTY UNIFORMED OFFICER	HR	105.00	16,800.00
A160	92	CEMENT CONCRETE VALLEY GUTTER	L.F.	37.00	3,404.00
A161	6,049	CONSTRUCTION GEOTEXTILE FOR BASE REINFORCEMENT	S.Y.	6.00	36,294.00
A162	136	FURNISHING STEEL SHEET PILING	TON	2,000.00	272,000.00
A163	382	INSTALL STEEL SHEET PILE	L.F.	600.00	229,200.00
A164	4 -	VACANT	-	$0.00	$0.00
A165	3,768	BACKFILL FOR SHEET PILE WALL	C.Y.	60.00	226,080.00
A166	3,302	TIE-RODS FOR SHEET PILE WALL	L.F.	50.00	165,100.00

BID SCHEDULE A – ROADWAY/BRIDGE STEWART ROAD BRIDGE REPLACEMENT					
ITEM NO.	**PLAN QUANTITY**	**ITEM DESCRIPTION**	**UNIT**	**UNIT PRICE (Figures)**	**TOTAL AMOUNT (Figures)**
A167	23,619	STRUCTURAL CARBON STEEL	LBS	4.00	94,476.00
A168	1	DOUBLE 21 FT. STEEL LEVEE ACCESS GATE	EACH	14,000.00	14,000.00

Subtotal 29,034,332.00

TOTAL BID SCHEDULE A:
(Subtotal + Sales Tax) 29,034,332.00

BID SCHEDULE B – WATER LINE STEWART ROAD BRIDGE REPLACEMENT					
ITEM NO.	**PLAN QUANTITY**	**ITEM DESCRIPTION**	**UNIT**	**UNIT PRICE (Figures)**	**TOTAL AMOUNT (Figures)**
B1	1	MOBILIZATION	L.S.	4,000.00	4,000.00
B2	1	GATE VALVE 6 IN.	EACH	1,500.00	1,500.00
B3	1	GATE VALVE 8 IN.	EACH	2,900.00	2,900.00
B4	2	GATE VALVE 12 IN.	EACH	4,400.00	8,800.00
B5	1	BUTTERFLY VALVE 16 IN.	EACH	7,000.00	7,000.00
B6	1	COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.	EACH	7,000.00	7,000.00
B7	2,594	SHORING OR EXTRA EXCAVATION TRENCH	S.F.	1.00	2,594.00
B8	100	EXTRA TRENCH EXCAVATION	C.Y.	5.00	500.00
B9	100	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	C.Y.	60.00	6,000.00
B10	1	HYDRANT ASSEMBLY	EACH	6,000.00	6,000.00
B11	2	SERVICE CONNECTION 1 IN. DIAM.	EACH	3,500.00	7,000.00
B12	34	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	L.F.	80.00	2,720.00
B13	431	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	L.F.	175.00	75,425.00
B14	2	CONNECTION TO EXISTING WATER MAIN	EACH	800.00	1,600.00
B15	1,365	REMOVAL OF EXISTING WATER MAIN	L.F.	20.00	27,300.00
B16	2	FLEXIBLE EXPANSION JOINT	EACH	13,000.00	26,000.00
B17	341	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM. FOR BRIDGE	L.F.	220.00	75,020.00
B18	14	DUCTILE IRON CASING PIPE 20" DIAM.	L.F.	600.00	8,400.00
B19	1	SAMPLING STATION	EACH	5,500.00	5,500.00
B20	463	DETECTABLE MARKING TAPE	L.F.	1.00	463.00
B21	1	WATER LINE UTILITY SUPPORT SYSTEM	L.S.	50,000.00	50,000.00
B22	1	WATER LINE PLATFORM ACCESS	L.S.	30,000.00	30,000.00
B23	1	RECORD DRAWINGS	L.S.	500.00	500.00
B24	1	ROADWAY SURVEYING	L.S.	1,500.00	1,500.00

Subtotal	357,722.00
Sales Tax (9.5%)	33,983.59

TOTAL BID SCHEDULE B:
(Subtotal + Sales Tax) 391,705.59

BID SCHEDULE C – UTILITIES STEWART ROAD BRIDGE REPLACEMENT					
ITEM NO.	**PLAN QUANTITY**	**ITEM DESCRIPTION**	**UNIT**	**UNIT PRICE (Figures)**	**TOTAL AMOUNT (Figures)**
C1	1	MOBILIZATION	L.S.	2,000.00	2,000.00
C2	2	FURNISH AND INSTALL UTILITY VAULT - CITY SPARE 253-TA	EACH	2,700.00	5,400.00
C3	1,666	FURNISH INSTALL CONDUIT PIPE 4 IN. DIAM. - CITY SPARE	LF	6.00	9,996.00
C4	799	FURNISH INSTALL CONDUIT PIPE 2 IN. DIAM. - CITY SPARE	LF	4.00	3,196.00
C5	4	EXPANSION COUPLING	EACH	1,500.00	6,000.00
C6	476	JOINT UTILITY TRENCH	LF	130.00	61,880.00
C7	653	UTILITY TRENCH	LF	80.00	52,240.00
C8	1	UTILITY SUPPORT SYSTEM	L.S.	50,000.00	50,000.00
C9	1	UTILITY RELOCATION COORDINATION	L.S.	1,000.00	1,000.00
C10	1	RESOLUTION OF UTILITY CONFLICTS	EST.	$50,000.00	$50,000
C11	1	UTILITY POTHOLING	EST.	$10,000.00	$10,000
C12	1	RECORD DRAWINGS	L.S.	500.00	500.00
C13	1	ROADWAY SURVEYING	L.S.	1,500.00	1,500.00
C14	1	MINOR CHANGE	CALC	$5,000	$5,000

Subtotal 258,712.00

Sales Tax (9.5%) 24,577.64

TOTAL BID SCHEDULE C:
(Subtotal + Sales Tax) 283,289.64

TOTAL BID: 29,709,327.23

(BID SCHEDULE A TOTAL + BID SCHEDULE B TOTAL + BID SCHEDULE C TOTAL + BID SCHEDULE D TOTAL)

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

_____,
Ceccanti, 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 con tract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-l.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 par ties, 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. 7401-767lq.) 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. 7401-767lq) 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 par ties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the 0MB 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 at tempting 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.