



Members: Councilmembers Clerget(chair), Elfers, Reinke

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

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

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 232 432 910 936 Passcode: 6uHEd4

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CALL TO ORDER

COMMITTEE BUSINESS

1. Resolution No. 1704: Pierce Conservation District ILA
2. Operations Facility Temporary Construction Easement - Cabrera
3. South Tank Retrofit: Construction Contract Award

REPORTS

1. Project Management Report

ADJOURNMENT

SUBJECT: Resolution No. 1704: Pierce Conservation District ILA

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1704: Pierce Conservation District ILA
2. City-PCD ILA

STAFF CONTACT: Robert Wright, Engineering Specialist

SUMMARY BACKGROUND:

Pierce Conservation District sponsors a crew from the Washington Conservation Corps. This crew has availability to assist the City in planting a portion of Salmon Creek, which this interlocal agreement allows for. The agreement will provide 11 days of working crew time, approximately 600 plants, and Conservation District staff time to coordinate and manage the planting. The total cost of this agreement is \$25,664.31.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 11/5/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No.1704: Pierce Conservation District ILA, authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and Pierce Conservation District related to Salmon Creek planting in a form as approved by the City Attorney.

RESOLUTION NO. _____

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 PIERCE CONSERVATION DISTRICT FOR PLANTING AND INVASIVE SPECIES REMOVAL ALONG SALMON CREEK.

WHEREAS, the City of Sumner and the Pierce Conservation District seek to enter into an intergovernmental agreement enabling the City of Sumner to eliminate invasive plants on along the banks of Salmon Creek and replace them with native riparian plants; 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 Pierce Conservation District for the purpose of restoring the riparian area along a 450-foot section of Salmon Creek, 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

**INTERLOCAL AGREEMENT
BETWEEN
PIERCE CONSERVATION DISTRICT
AND
CITY OF SUMNER**

THIS AGREEMENT is made and entered into by Pierce Conservation District (District) and the City of Sumner (City).

THE PURPOSE OF THIS AGREEMENT IS TO COMPLETE stream planting on the Salmon Creek in Sumner with the assistance of Pierce Conservation District, including invasive removal, tree planting, material sourcing, and crew management (collectively, the "Project").

THEREFORE IT IS MUTUALLY AGREED THAT:

WHEREAS the City has a number of goals and initiatives to improve the quality of the city's open spaces and ecosystems.

WHEREAS the Pierce Conservation District is a sub-division of state government created to promote the conservation of renewable natural resources in Pierce County.

WHEREAS the City and District are individually unable to address the full scope of natural resource and conservation needs with existing staff and budget.

WHEREAS the City has conveyed its interest in partnering with the District to complete a specific stream planting project and it is mutually agreed that the District will manage, administer and coordinate the project with funding by the City.

1. SCOPE OF SERVICES – A description of the work to be performed and the standards to which it is to be performed are set forth in Exhibit A. The District shall manage and administer the Project's work crews including, without limitation, scheduling, financial tracking, financial oversight, and procurement of materials. Of the estimated 164 crew days the District has available, a minimum of 11 working crew days shall be allocated to the project which the City shall pay for. Under the terms of this agreement, the City may purchase additional days of crew time (either unclaimed days or from other willing partners) but will be financially responsible for a minimum of 11 crew days.
2. BUDGET – An estimated budget and scope of work is included as Exhibit A. Costs to be paid will be those costs identified in the exhibit that are actually incurred by the District as necessary to complete the scope of services. At a minimum, City will pay for 11 Washington Conservation Corps crew days, at \$1,385.00 per day plus 13% indirect for a total rate of \$1,565.00 per day. The District will provide staff time to manage and administer the project as needed.
3. PERIOD OF PERFORMANCE – This agreement shall commence on November 1, 2024, and conclude no later than September 4, 2025, or until terminated by either party with written notification as described below in Section 8.

4. SCHEDULING – The District will work with the City to coordinate scheduling requests related to crew time, material delivery, volunteer coordination, and planting. Efforts will be made to honor all parties’ requests for WCC crew time. However, in the event that one partner may need more/less crew time, need to change their dates with the crew, or have a conflicting request for crew time, all parties are asked to be flexible to the greatest extent possible so as to accommodate any potential scheduling conflicts with other entities in this partnership.

All parties understand that WCC may require reassignment of the crew for things such as disaster and emergency response efforts at any point in the contract period. In such instances, WCC will try to fulfill partner program needs whenever possible.

5. INVOICING – The District will submit one invoice at the end of each quarter if charges have accrued during the prior quarter. Payment shall be submitted to the District within 30 days of receipt by the City.

Invoices will be sent to the attention of:

Robert Wright, Environmental Sustainability Specialist
City of Sumner
1104 Maple St.
Sumner, WA, 98390
(253) 299-5708
robertw@sumnerwa.gov

6. INDEPENDENT CAPACITY – The employees of each party who are engaged in the performance of this agreement shall continue to be employees of that party and shall not be considered for any purpose to be employees of the other party. Each party assumes all risk for itself, its employees, contractors, agents and volunteers for any damages to persons or property, both real and personal, that may occur during the work. Solely for the purpose of enforcing the indemnification provision in Section 9 below, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington.
7. AMENDMENTS – This agreement may be amended by mutual written agreement of the parties. Such amendments shall not be binding unless they are in writing, approved by the governing bodies of each party pursuant to state law, signed by the parties’ signatory to this agreement.
8. TERMINATION – Either party may terminate their part of this agreement upon written notification to the other party 30 days prior to the effective termination date.
9. INDEMNIFICATION – To the fullest extent permitted by law, the District and City shall indemnify, defend, and hold harmless each other, their governing bodies, elected officials, agents and employees, as well as the State of Washington, its officials, agents and employees from and against all claims for injuries or death, losses or suites including attorney fees arising out of or resulting from, and to the extent of, the indemnifying party’s action or inaction in the course of performance of this agreement.
10. DISPUTES – In the event that a dispute arises under this agreement, the District and City will promptly give the other a written request to meet and explanation of problems or concerns arising

in connection with carrying out the scope of work under this Agreement and will meet as needed, but no later than fifteen (15) days after receipt of a written request for a meeting to minimize the same. If the dispute cannot be resolved through preliminary informal discussions, the District and City may by mutual agreement submit the disputed issues to a mediator as jointly agreed upon by both parties.

11. GOVERNANCE – This agreement is entered into pursuant to and under the authority granted Conservation Districts by RCW 89.08.220(9) (the Conservation Districts law) and by RCW 39.34.060 (the Interlocal Cooperation Act). The provisions of this agreement shall be construed to conform to those laws.
12. ALL WRITINGS CONTAINED HEREIN - This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed the agreement.

Pierce Conservation District

Dana Coggon, Executive Director

Date

City of Sumner

Kathy Hayden, Mayor

Date

EXHIBIT A:

Scope of Work for Invasive Species Management and Riparian Plant Instillation along 450 linear feet of Salmon Creek: This project will begin restoration work on 0.87 acres of riparian area along a 450 foot section of Salmon Creek in Sumner, WA, including an aprox 45-foot buffer on either side of the creek. The District's project manager (Glenn Johnson and/or Ryan Bird) will work with Robert Wright, City of Sumner, to control blackberry, ivy, and other invasive species and to install native riparian plants in areas lacking native plant cover. Project area will include clearing blackberry and other non-native species from major portions of the site, follow up monitoring and treatment, and planting native plants in the cleared areas. Ongoing maintenance and irrigation of plants as budget allows. PCD project manager will plan all aspects of vegetation removal and native plant installation, and will regularly report project progress or issues to Mr. Wright.

Budget for Sumner-PCD ILA for habitat restoration work at Salmon Creek site:

Accounts	Category	Task Description (Unit)	Qty	Rate	Subtotal	Comments
635 Prof Svcs	Labor	WCC Field Crew (per Day)	11.0	\$ 1,385.00	\$ 15,235.00	Estimated minimum no. of days for PCD's Washington Conservation Corps Crew; Ultimate cost to include 13% indirect as noted below (i.e. \$1,565.05 per crew day).
600.1 Salary	Project Management/ Supervision	PCD Project Manager (Hour)	55.0	\$ 65.40	\$ 3,597.00	Estimated 5 hours per crew day for: planning, ordering/procurement, plant management/storage, and/or oversight when crew is on site.
610 Supplies	Plants	Trees and/or Shrubs etc (per Plant)	440.0	\$ 6.00	\$ 2,640.00	Estimated cost for at least 1-year plants in 1 gallon pots, though note that bulk orders and/or younger plants will result in cost reduction (Draft order will be confirmed with Robert Wright prior to ordering). Goal is 680 stems per acre, including existing plants on site.
645 Travel	Other	Mileage (per Mile)	105.6	\$ 0.67	\$ 70.75	For PCD project manage to plan activities and/or oversee a portion of each field day, at 9.6 miles per trip (round trip from/return to PCD; see https://maps.app.goo.gl/t9CTbH7YxUSa7YtG7)
600.1 Salary	Staff Time	PCD Contract/Admin-Assistant (Hour)	12.0	\$ 59.95	\$ 719.40	Admin/Contracts staff time for administering, invoicing, etc. on this contract.
600.1 Salary	Project Management/ Supervision	PCD Program Director Oversight (Hour)	5.5	\$ 81.75	\$ 449.63	Program Director supervision/oversight at 10% of project manager's hours.
				Subtotal	\$ 22,711.78	
				13% Indirect	\$ 2,952.53	
				Total	\$ 25,664.31	

SUBJECT: Operations Facility Temporary Construction Easement - Cabrera

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,500.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Temporary Access & Construction Easement - 14403 29th St E

STAFF CONTACT: Alisa O'Haver-Ayala , Deputy Public Works Director

SUMMARY BACKGROUND:

The Operations Facility project includes construction of a new public works facility with approximately 88,000 sf of total building space over 6 buildings on a 6.2 Acre site at 14320 29th Street East. The facility will include an administration building, vehicle storage, fleet washing, and material storage. The project will also include frontage improvements, landscaping, site lighting and stormwater management.

The City needs to acquire a temporary, non-exclusive access and construction easement from the property owner of 14403 29th St E, Digna Cabrera, for the purpose of tying in the driveway approach with the planned road improvements along 29th St E.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 11/5/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Authorize the Mayor to execute any and all documents necessary to effectuate the temporary construction easement with Digna Cabrera for the Operations Facility project over parcel ending 4025, in a form as approved by the City Attorney.

After recording return document to:

City of Sumner
ATTN: Operations Facility
1104 Maple Street, Suite 260
Sumner, WA 98390

Document Title: Temporary Easement
Reference Number of Related Document: N/A
Grantor: DIGNA C. CABRERA
Grantee: CITY OF SUMNER
Legal Description: PORTION OF SW OF SE 12-20-4
Additional Legal Description is on Page 3 of Document.
Assessor's Tax Parcel Number: 0420124025

**TEMPORARY EASEMENT
OPERATIONS FACILITY**

The Grantor(s), DIGNA C. CABRERA, a married woman, as her separate property, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the CITY OF SUMNER, a Municipal Corporation, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of a *temporary construction easement along the Southerly boundary of parcel to tie in driveway approach with planned road improvements along 29th Street East*;

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

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate SIX (6) months from the date of recording, hereinafter the "Term".

TEMPORARY EASEMENT

Dated: 9/17, 20 24

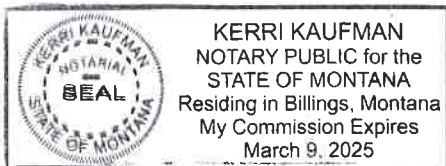
Digna C. Cabrera
Digna C. Cabrera

STATE OF MONTANA)

: SS
County of Yellowstone

On this 17 day of 9 before me personally appeared Digna C. Cabrera to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Kerri Kaufman
Notary Public in and for the State of Washington, residing at Yellowstone, Billings
Montana
My commission expires 9/17/24

Accepted and Approved

City of Sumner

By: _____
Alisa O'Haver-Ayala, P.E., CCM
Public Works Deputy Director
Engineering/City Engineer

Date: _____, 20 _____

TEMPORARY EASEMENT

EXHIBIT A

FULL LEGAL DESCRIPTION OF PARCEL:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN SUMNER, PIERCE COUNTY, WASHINGTON;
THENCE NORTH ALONG THE CENTER LINE OF THE COUNTY ROAD, 1050 FEET;
THENCE EAST ALONG THE NORTH LINE OF DEMING AVENUE 590 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 270 FEET;
THENCE EAST 280 FEET;
THENCE SOUTH 270 FEET TO THE NORTH LINE OF DEMING AVENUE;
THENCE WEST 280 FEET TO THE TRUE POINT OF BEGINNING, ALL LINES RUNNING PARALLEL WITH SECTION LINES;

EXCEPT THE EAST ONE ACRE THEREOF.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT IS AS FOLLOWS:

THE SOUTH 10.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 04 EAST, OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF PIERCE, STATE OF WASHINGTON: THE EAST 280 FEET OF THE WEST 870 FEET OF THE NORTH 270 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST QUARTER OF THE SAID SOUTHEAST QUARTER, LESS THE EAST 1.00 ACRE THEREOF.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Grantor's Initials


14403 29th St E
TPN 0420124025

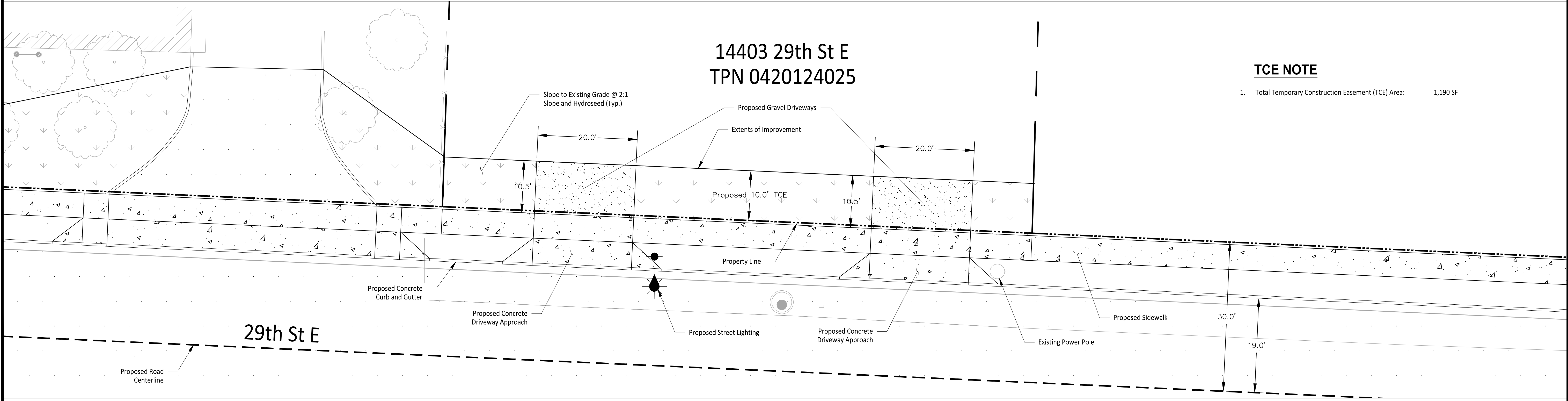
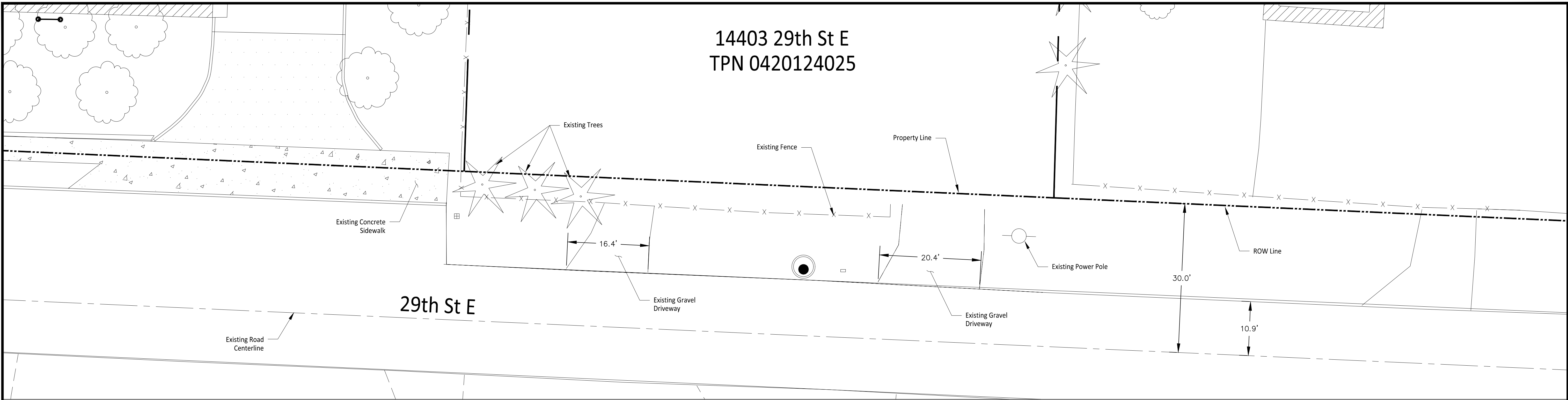
EXISTING FRONTAGE
DETAIL A

14403 29th St E
TPN 0420124025

PROPOSED FRONTAGE
DETAIL B

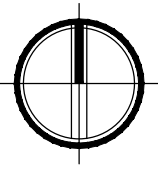
TCE NOTE

1. Total Temporary Construction Easement (TCE) Area: 1,190 SF



DATE: May 07, 2024 FILE: CSPW Frontage Grading Figures

0 10 20 Feet



City of Sumner Public Works Facility
Residential Frontage Improvement
Figure #1
05/07/2024

SUBJECT: South Tank Retrofit: Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$2,400,568.50

Within Budget Allocation: Yes

ATTACHMENTS:

1. CIP 19-10 South Tank Bid Tab
 2. Public Works Contract
-

STAFF CONTACT: Andrew Leach, Associate Engineer

SUMMARY BACKGROUND:

The City's South Tank Reservoir is a 2.0 million gallon water tank that was built in 1972. In March 2021, the City performed an investigation of the condition of the tank and determined the interior and exterior coatings have a limited remaining life span. This project will remove and replace the interior and exterior coatings of the tank. In May 2021, a seismic analysis of the tank was performed, and the analysis recommended that the tank be strengthened with seismic retrofit upgrades. The project will install the recommended upgrades.

Two (2) bids were received on October 29, 2024 for this project. The lowest responsible bidder was submitted by T Bailey, Inc., with a bid amount of \$2,182,335. The engineer's estimate for this project was \$1,993,575.00.

The Contractor will have one hundred and forty (140) days to complete the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 11/5/2024 COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with T Bailey, Inc., in an amount not-to-exceed \$2,182,335.00 for the South Tank Retrofit (CIP19-10), substantially in a form approved by the City Attorney.

Bid Tabulation

	Project Name:		South Tank Retrofit							
	CIP No.:		19-10							
	Bid Opening Date:		October 29, 2024							
	Notes:			Engineer's Estimate		Bidder #1			Bidder #2	
			\$X,XXX.XX							
	Indicates error corrected by PW dept					T Bailey, Inc.		Paso Robles Tank, Inc.		
	Indicates Bidder modified Proposal		\$X,XXX.XX			9627 South Marchs Point Rd.		3883 Wentworth Drive		
	Indicates Revision Due to Duplication		*			Anacortes, WA 98220		Hemet, CA 92545		
			Total (Base Bid + Sch. A)		\$1,993,575.00	Total(Base +Sch.A)	\$2,182,335.00	Total(Base +Sch.A)	\$2,958,690.00	
Bid Item	Bid Item Description		Unit	Quant	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Base Bid										
1	Mobilization, Demobilization, Site Preparation, and Clean Up		LS	1	\$165,616.44	\$165,616.44	\$50,000.00	\$50,000.00	\$178,000.00	\$178,000.00
2	Site Work		LS	1	\$125,000.00	\$125,000.00	\$297,000.00	\$297,000.00	\$338,000.00	\$338,000.00
3	Structural		LS	1	\$100,000.00	\$100,000.00	\$130,000.00	\$130,000.00	\$50,000.00	\$50,000.00
4	Interior Seal Welding		LS	1	\$370,000.00	\$370,000.00	\$545,000.00	\$545,000.00	\$387,000.00	\$387,000.00
5	Full Containment		LS	1	\$120,000.00	\$120,000.00	\$88,000.00	\$88,000.00	\$132,000.00	\$132,000.00
6	Electrical		LS	1	\$50,000.00	\$50,000.00	\$34,000.00	\$34,000.00	\$65,000.00	\$65,000.00
7	Automatic Control		LS	1	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$32,000.00	\$32,000.00
8	As-Builts		LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00
9	Testing, Startup and Training		LS	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$18,000.00	\$18,000.00
10	Force Account		LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
				Base Bid Subtotal		\$1,020,616.44	Base Bid	\$1,239,000.00	Base Bid	\$1,250,000.00
				9.5% Sales Tax		\$96,958.56	Tax	\$117,705.00	Tax	\$118,750.00
				Base Bid Total		\$1,117,575.00	Base Total	\$1,356,705.00	Base Total	\$1,368,750.00
	Schedule A									
A1	Roof Recoating and other Coating Repair		LS	1	\$215,000.00	\$215,000.00	\$300,000.00	\$300,000.00	\$713,000.00	\$713,000.00
				Schedule A Subtotal		\$215,000.00	A Subtotal	\$300,000.00	A Subtotal	\$713,000.00
				9.5% Sales Tax		\$20,425.00	A Tax	\$28,500.00	A Tax	\$67,735.00
				Schedule A Total		\$235,425.00	A Total	\$328,500.00	A Total	\$780,735.00
	Schedule B									
B1	Interior Coatings		LS	1	\$420,000.00	\$420,000.00	\$384,000.00	\$384,000.00	\$882,000.00	\$882,000.00
B2	Exterior Coatings		LS	1	\$380,000.00	\$380,000.00	\$370,000.00	\$370,000.00	\$570,000.00	\$570,000.00
				Schedule B Subtotal		\$800,000.00	B Subtotal	\$754,000.00	B Subtotal	\$1,452,000.00
				9.5% Sales Tax		\$76,000.00	B Tax	\$71,630.00	B Tax	\$137,940.00
				Schedule B Total		\$876,000.00	B Total	\$825,630.00	B Total	\$1,589,940.00
	Total Cost Base Bid + Schedule B =					\$1,993,575.00		\$2,182,335.00		\$2,958,690.00
	Total Cost Base Bid + Schedule A =					\$1,353,000.00		\$1,685,205.00		\$2,149,485.00
	Prepared by:			Andrew Leach						
			Date:	10/29/2024						

PUBLIC WORKS CONTRACT
between City of Sumner and
T Bailey, Inc.

THIS AGREEMENT, made and entered into this day _____, between the City of Sumner under and by virtue of Title 35 RCW (Cities and towns) as amended and T Bailey, 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

South Tank Retrofit (CIP 19-10) – Base Bid and Schedule B

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. **Insurance and Indemnity.** The following insurance and indemnification provisions shall apply to all of the above described work.

The Contractor shall defend, indemnify and hold the Public Entity, 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 performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement 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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed

Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the Public Entity, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Public Entity upon written request by the Contractor and written acceptance by the Public Entity. Any increased deductibles accepted by the Public Entity will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the Public Entity has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the Public Entity.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

H. Waiver of Subrogation

The Contractor and the Public Entity waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

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

J. Verification of Coverage

The Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Public Entity a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

K. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

L. Notice of Cancellation

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

N. Additional Insurance

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

IV. 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

NOTICES TO BE SENT TO: CONTRACTOR: Gene Tanakam President T Bailey, Inc. 9628 South Marchs Point Rd. Anacortes, WA 98221 360-293-0682	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
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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 **South Tank Retrofit, CIP 19-10**, for the amounts stated below.
 - A. BID ITEMS (See Special Provisions and Standard Specifications for description of bid items)

South Tank Retrofit						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
Base Bid						
1	1	LS	Mobilization, Demobilization, Site Preparation, and Cleanup \$ _____ (Words) per Lump Sum	TS Div. 18	\$50,000	\$50,000
2	1	LS	Site Work \$Two hundred ninety seven thousand (Words) per Lump Sum	TS Div. 18	\$297,000	\$297,000
3	1	LS	Structural \$One hundred thirty thousand (Words) per Lump Sum	TS Div. 18	\$130,000	\$130,000
4	1	LS	Interior Seal Welding \$Five hundred forty five thousand (Words) per Lump Sum	TS Div. 18	\$545,000	\$545,000
5	1	LS	Full Containment \$Eighty eight thousand (Words) per Lump Sum	TS Div. 18	\$88,000	\$88,000
6	1	LS	Electrical \$Thirty four thousand (Words) per Lump Sum	TS Div. 18	\$34,000	\$34,000
7	1	LS	Automatic Control \$Thirty five thousand (Words) per Lump Sum	TS Div. 18	\$35,000	\$35,000
8	1	LS	As-Builts \$Five thousand (Words) per Lump Sum	TS Div. 18	\$5,000	\$5,000
9	1	LS	Testing, Startup and Training \$Five thousand (Words) per Lump Sum	TS Div. 18	\$5,000	\$5,000
10	1	LS	Force Account \$Fifty Thousand (Words) per Lump Sum	TS Div. 18	\$50,000.00	\$50,000.00
Subtotal					\$1,239,000	
9.5% Sales Tax (Per W.S. Revenue Rule No. 171)					\$117,705	
Base Bid Total					\$1,356,705	

T BAILEY, INC.

Contractor's Name

Signature

Gene Tanaka, President

South Tank Retrofit						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
Schedule A						
A1	1	LS	Roof Recoating and other Coating Repair <i>\$Three hundred thousand</i> (Words) per Lump Sum	TS Div. 18	<i>\$300,000</i>	<i>\$300,000</i>
Subtotal					<i>\$300,000</i>	
9.5% Sales Tax (Per W.S. Revenue Rule No. 171)					<i>\$28,500</i>	
Schedule A Total					<i>\$328,500</i>	

T BAILEY, INC.

Contractor's Name

Signature

Gene Tanaka, President

South Tank Retrofit						
Item No.	Estimated Quantity	Unit	Description of Item	Section	Unit Price	Amount
Schedule B						
B1	1	LS	Interior Coatings <i>\$Three hundred eighty four thousand</i> (Words) per Lump Sum	TS Div. 18	<i>\$384,000</i>	<i>\$384,000</i>
B2	1	LS	Exterior Coatings <i>\$Three hundred seventy thousand</i> (Words) per Lump Sum	TS Div. 18	<i>\$370,000</i>	<i>\$370,000</i>
Subtotal					<i>\$754,000</i>	
9.5% Sales Tax (Per W.S. Revenue Rule No. 171)					<i>\$71,630</i>	
Schedule B Total					<i>\$825,630</i>	

T BAILEY, INC.

Contractor's Name

Signature

Gene Tanaka, President

Base Bid and Schedule A Total	<i>\$1,685,205</i>
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Contract Award for Base Bid and Schedule B - Total \$2,182,335 (including 9.5% WSST)

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

_____,
T Bailey, Inc.

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying

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

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5

(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5

(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(a)(3)(ii)(B) of this section.

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



Monthly Project Management Report

November 2024

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Major Projects

Project: Stewart Road Bridge Replacement (13-08)		Project Manager: Andrew Leach	Budget: \$33,500,000
Finance: \$7,000,000 NHFP Grant, \$6,000,000 TIB Grant, \$2,800,000 Congressional Appropriation, \$6,833,959 STP Grant, \$187,074 City of Sumner, \$4,260,000 Pierce County, \$50,000 Tarragon, \$3,000,000 FMSIB, \$50,000 Port of Tacoma, \$150,000 City of Auburn			
Description: This project will replace the existing two lane bridge over the White River at Stewart Road. The existing bridge will be removed. The new bridge will accommodate four lanes of traffic, and a separated shared use path on the north side of the roadway. Adjacent intersections at Butte Avenue and 140th Street Court East will be modified to accommodate the new roadway grade and lane configurations.			
Schedule/Milestones: ■ Selection of Design Consultant (10/13) ■ Design Consultant Contract Award (12/13) ■ ROW Environmental Review Completed (11/16) ■ Start Final Design (2/21) ■ ROW Acquisitions Complete (8/24) ■ Design Complete (9/23) ■ Construction Contract Award (10/24) ☐ Construction Complete (12/28)		Status: 11/2024- City has awarded the construction contract to Ceccanti, Inc. The City is working on the contract paperwork to issue NTP 9/2024 – The City has received an approved Cert 3 ROW approval from WSDOT. Staff went through the SOQ interview process of 4 different firms and selected WSP for CM Services. 8/2024 – City Staff working to get construction obligated with WSDOT and ROW Certified. Construction Management (CM) SOQs are due 8/1/2024 and staff will be going through the process of reviewing proposals and conducting interviews with CM teams. 7/2024 – The last PSE easement with Pierce County is wrapping up & prepping to advertise for CM RFQ 6/2024 – Currently working through the PSE easement with pierce county and to include letter from Puyallup Tribes. 5/2024 – Currently working through the PSE easement with pierce county and to include letter from Puyallup Tribes. 04/2024 – Removal of the Luminaire on the existing NW quadrant mast arm at the 140th St/Stewart Rd intersection. Work was pending to be completed after storm season. This has been completed. 1/2023 – Currently working through the PSE easement with pierce county. 12/2023 – 4 ROW easement agreements have been worked through with pierce county and will be going to PW committee for approval and then to council for approval. Currently working through the PSE easement with pierce county. 11/2023 – Working on removal of the Luminaire on the existing NW quadrant mast arm at the 140th St/Stewart Rd intersection. Work to be completed after storm season (tentatively planning for early March). Construction Obligation Paperwork in process to be sent to WSDOT for approval once ROW is completed. 100% plans at City for review, acquiring Right-of-Way and permitting, and coordinating utility relocations City is Reviewing 90% Design Plans Final Design Kickoff completed, Value Engineering Effort Underway.	
Next Critical Activities (dates):			
Next Council Actions (dates): Project Acceptance – December 2028			
Next Public Actions (dates):			

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

Project: 166 th Ave E Widening (13-11)		Project Manager: Courtney Littrell	Budget: \$16 Million (30% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP), \$500,000 State Leg Appropriation, \$2.249M (Federal – ROW)			
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps			
Schedule/Milestones: ■ Consultant Award (12/18) ■ Intersection Control Evaluation (6/20) ■ Concept Report Complete (07/20) ■ WSDOT Preliminary Design Approval (1/23) ☐ Complete Fish Passage Culvert Design/Permitting (12/24) ☐ Design/ROW Complete (2/27) ☐ Construction Complete (12/29)		Status: Design Development underway for preliminary roadway and culvert/creek design, environmental reports at Federal Services for ESA Review Updated scope in progress. Concept report approved. Project will contact adjacent property owners, then publicize the findings. Concept Report (Intersection Control Evaluation) being reviewed at WSDOT.	
Next Critical Activities (dates): Complete Fish Passage Culvert Design/Permitting (2/27)			
Next Council Actions (dates):			
Next Public Actions (dates):			

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

Project: Left Bank Setback/White River Restoration (14-10)		Project Manager: Doug Beagle/Robby Wright	Budget: \$60 Million
Description: Enhance nearly 3.2 miles of riverbank. The channel will be widened by up to 200ft landward of the ordinary high to allow capacity for 100-yr event			
Schedule/Milestones: ■ Selection of Design Consultant (09/14) ■ Design Consultant Contract Award (09/14) ■ Design Complete – 24th St (05/22) ■ Bid Award – 24th St (06/22) ■ Construction Complete – 24th (01/24) ■ Phase 1 Bid Advertisement (05/24) ☐ Bid/Award – Ph. 2 White River Restoration (03/25) ☐ Construction Complete (12/27) ☐ ROW Acquisition (TBD)		Status: Phase 1 earthwork complete, plant procurement RFP in process Preparing bid package for phase 1 earthwork contract Contractor for the 24th St E Utility Relocation project has achieved Substantial Completion and is working on the punchlist. Currently in the RFQ process for a CM consultant. Expected to have a consultant selected and scope/fee agreed on for June PW Committee meeting. Contractor for the 24th St E Utility Relocation project has complete drilling for the new sewer and water lines and will soon start construction of the new pump station. Preparing CM consultant RFQ for expected advertisement early February. The Contractor for the 24th St E Utility Relocation project has mobilized and is working on drilling for the new sewer and water lines. Working through pre-construction and material procurement with the 24th St Utility Relocation project (CIP 18-03) contractor (Johansen Construction). Construction is expected to start in January 2023. Bids opening on 6/7/22 for 24th St Utility Relocation project (CIP 18-03). Permit Submitted to June Corp April 2021, out for Public Comment Moving from 65% to 90% Plans NSD Consultant Supplement Contract PW committee Meeting August A meeting took place on 5/11 and the next meeting is scheduled for 6/8. Draft Hydraulic and Sediment reports have been presented to the Dialogue Group and the next meeting is scheduled for May 11th. Hydraulic and Sediment models are under review. The dialogue group continues to meet. Consultant has begun hydraulic and sediment work. Two (2) Consultant Service Contracts are going to the 7/18/16 Council Meeting. One is Amendment #2 with West Consultants and the 2nd is with Natural Systems Design.	
Next Critical Activities (dates):			
Next Council Actions (dates): ROW Acquisition (TBD) CM Contract (Expected June)			
Next Public Actions (dates):			

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

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

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

Project: Operations Facilities (17-13)	Project Manager: Alisa O'Haver-Ayala	Budget: \$30-40 Million (General and Utility Funds)
Description: Construct a new operations facility to house the water, sewer, storm and street maintenance staff and equipment as well and Parks, Facilities, and Custodial staff and equipment.		
Schedule/Milestones: ■ Consultant Services Contract (08/18) ■ Design Complete (8/22) ■ Phase 1: Early Works Contract Award (09/23) ■ Phase 2: North Parcel Contract Award (04/24) □ Phase 1: Early Works Construction Complete (Q3-2024) □ Phase 3: Operations Facility Contract Award (12/09/24) □ Phase 2: North Parcel Construction Complete (Q1-2025) □ Construction Complete (Q1 2026)	Status: The Contractor achieved Physical Completion on the Early Works project. The North Parcel work was started in June and continues. The Pre-Construction meeting for the North Parcel was held on 5/14 and the Contractor is expecting to mobilize by the end of May. The final phase of the preload on the main site is in place and is expected to be complete in August. The Pre-Construction meeting for the North Parcel is scheduled for 5/14 and the Contractor is expected to start work this month. The preload on the main site is being moved to the 4th (and final) phase and is expected to be complete in Q3. The preload is complete for 2 of the 4 preload phases and the 3rd phase is currently preloaded and is being monitored to verify it reaches the required compaction — this is likely to be achieved in June. The North Parcel is ready for the Phase 2 contractor when this contract is awarded in April. The earthwork for 2 of the 4 preload phases is still in place until early February to receive the required compaction. A Construction Management consultant has been selected and the scope and the consultant agreement will be presented to PW Committee and council in February. The Contractor (Rodarte) has complete the abatement and demolition of the buildings. The earthwork for 2 of the 4 preload phases is in place and is expected to sit until late January to receive the required compaction. The Early Work Package was awarded to Rodarte Construction The City was successful in getting the Public Works Trust Fund Loan for the construction of the decant facility. The Hearing Examiner's decision regarding the Conditional Use Permit was issued on 02/06/23. Building Permit has been submitted and is in review.	
Next Critical Activities (dates):		
Next Council Actions (dates): Phase 3: Operations Facility Contract Award (12/09/24)		

Project: Rainier View Covered Court (18-04)	Project Manager: Andrew Leach	Budget: \$1,475,000
Description: This project consists of renovating the basketball court at Rainier View Park. The court will be covered with a new roof to encourage use in all weather conditions and include ADA upgrades. The court will also be painted to accommodate basketball, volleyball and pickle ball courts. The City has received grant funding from RCO and Washington State's Local Community Project Program.		
Schedule/Milestones: ☒ Consultant Services Contract (10/21) ☒ Design Complete (8/23) ☒ Construction Contract Award (9/23) ☐ Construction Complete (12/24)	Status: Construct is almost complete. The contractor is working on punchlist items. Contractor has started work on the project. The City is working with the contractor to order long lead items. The City received 4 bids on 8/29/2023. Andy Johnson & Company, Inc. was the low bidder. The City is moving forward with the design of the project. The Consultant contract has been fully executed.	
Next Critical Activities (dates):		
Next Council Actions (dates):		

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

Project: Main St/Wood Ave Intersection Improvements (19-02)		Project Manager: Courtney Littrell	Budget: \$209K (Design), \$250K (ROW), \$1.8M (Con.)
Finance: City funds \$1,864,000, Federal STP Funds \$405,000, \$225,000, \$1,330,000.			
Description: Develop design for replacing the obsolete signal and complete ADA upgrades to bring the intersection into compliance			
Schedule/Milestones: ☒ Design Award (10/19) ☒ Begin ROW Acquisition (09/20) ☒ 90% Design (5/21) ☒ Design Complete (6/22) ☒ Complete ROW Acquisition (6/22) ☒ Obligate Construction (8/22) ☒ Advertise for Construction (10/22) ☒ Contract Award (12/22) ☒ Begin Construction (5/23) ☐ Complete Construction (11/24)		Status: Signal has been turned on. Final concrete work, signal work, and signs will be installed in the coming days. Project is anticipated to be substantially complete by end of November. Signal poles and signal mast arms are installed. Signal wiring and remaining site work to be completed in the coming weeks. Signal pole work is scheduled to take place beginning of September. Remaining work to be scheduled. Signal poles have been delivered. Waiting on a schedule from the contractor for the signal installation. Utility poles have been removed, trees have been planted, and final storm connection has been made. Currently waiting for the delivery of the signal poles. All communication lines have been relocated underground. Pole removal to take place in the near future, and work will resume by the contractor to complete their storm line connection and install signal poles. Intersection is open with permanent striping and the project is suspended. Work will resume once Zayo has relocated their communication line to the JUT and the utility pole is removed. The project will then be resuspended until the new signal poles arrive and can be installed. Intersection has been poured with the stamped colored concrete and sidewalks are complete. Intersection is set to be reopened by Aug. 4th. PSE has completed their power line relocation. All utility work has been completed besides relocation of power and communication lines. Sidewalks are being poured, and intersection will be closed for one month starting Wednesday July 5th. The closure will last approximately 4 weeks, and the intersection will be graded and paved during the closure. Project construction started on May 1st. Construction is currently ongoing with night work. Sewer and storm main replacements are nearing completion, and the water main work has started. The Joint Utility Trench (JUT) will begin in the next week to relocate the overhead power and communication lines underground through the intersection. Project is currently suspended due to material procurement. Construction is anticipated to being in May. Project is out for bid and the Construction Management Services Consultant has been selected. Project to be advertised for construction in October Additional federal funding acquired. WSDOT Review set being developed, 2 of 4 ROW acquisitions complete 90% Design at City for Review	
Next Critical Activities (dates):			
Next Council Actions (dates):			
Next Public Actions (dates):			

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

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

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

Project: South Tank Seismic Retrofit (19-10)	Project Manager: Andrew Leach	Budget: \$2,586,983.50
Description: Design and construction of seismic improvements to improve the resiliency of the south tank reservoir.		
Schedule/Milestones: ■ Select Design Consultant (1/20) ■ Bid Award (11/24) □ Construction Complete (7/25)	Status: The City received two bids with the low bidder being T Bailey, Inc. Contract award is planned for November 2024. Plans and specifications approved by Department of Health, seeking permission to advertise from FEMA. A delay in the design was encountered due to damages to the facilities during the Sumner Grade Fire that prevent the tank from being drained. Design work resumed in March 2021.	
Next Critical Activities (Dates): Construction Contract Award (11/24)		
Next Council Actions (dates): Construction Contract Award (11/24)		
Next Public Actions (dates): N/A		

Project LS #2 and #6 Control Panel Replacement (20-04)	Project Manager: Drew McCarty	Budget: \$1,681,600
Description: Design and installation of replacement control panels at lift stations #2 and #6		
Schedule/Milestones: ☒ Select Design Consultant (10/20) ☒ Bid Award (06/2024) ☐ Construction Complete (2/25)	Status: November 2024 – The contractor has been working on temp power at Lift Station 2 & has set the new control Panels for Lift Staion 6 September2024 – The contractor has been submitting submittals and will mobilize on 9/2. Control panels for both stations have been built and delivered to the WWTF for storage until needed for install. July 2024 – Bids were received on 6/25/2024 and staff attended the factory testing of panels on 6/26. Due to long lead times of PLC hardware and procurement, project will be advertised in 6/2024. Design is complete & finalizing project specs/front end documents to advertise. PLC Hardware and Panels to be ordered by the city April 2023. PLC Hardware and Panels have been procured. Plan to advertise Project the end of the Summer.	
Next Critical Activities (Dates): Project Construction Start 09/2024		
Next Council Actions (dates): N/A		
Next Public Actions (dates): N/A		

Project: Rivergrove Community Pedestrian Bridge over SR 410 (20-07)	Project Manager: Andrew Leach	Budget: \$5,000,000
Finance: Sound Transit funds (\$452,000) (Design Only)		
Description: Construct a new pedestrian bridge over SR 410 at Sumner Ave to provide a non-motorized connection to the Rivergrove Neighborhood.		
Schedule/Milestones: ☒ Grant Agreement Complete (06/20) ☒ RFQ (06/20) ☒ Consultant Agreement Award (12/20) ☐ Design Complete (12/25) ☐ Construction Complete (12/27)	Status: The 30% plans have been reviewed and approved by WSDOT. The 30% plans are complete and have been sent to WSDOT for approval. The Consultant is working towards 30% design of the project. Contract will be awarded at the December Council Meeting The City has completed consultant interviews and will be working with V+M Structural Design to execute a scope and fee. City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): Consultant Design Supplement (8/24)		
Next Council Actions (dates): Consultant Design Supplement (8/24)		
Next Public Actions (dates):		

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

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

Project: Treatment Facility Access Platforms (21-04)		Project Manager: Drew McCarty	Budget: \$135,000
Description: Installation of access platforms at the headworks screens.			
Schedule/Milestones: ■ Select Design Consultant (5/2021) ■ Bid Award (2/2023) ■ Construction Complete (5/2024)		Status: 6/2024 - Contractor has completed the project 5/2024 - Contractor is currently working through punch list items/special inspections. 08/14/2023 - Platform arrived on site and contractor has been working to install. Stairs will arrive any day for install and the contractor will complete the piping work during stair install. 08/2023 - Contractor shall install platform & complete piping modification work 07/2023 - Contractor shall perform some piping modification work 03/2023 - NTP to Contractor 03/2023 - Preconstruction meeting with Contractor (Aqua Tech) 2/27/2023 - Contract Executed with Contractor The bid package is being prepared to solicit for construction bids. Bid package has been advertised & Bids are due on 2/2/2023 Staff has reviewed 90% design drawings.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

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

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

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

Project: Maple St Ped Signal, Citywide Backplates (21-11)		Project Manager: Alisa O'Haver-Ayala	Budget: \$1.1M (99% federal, 1% city general fund)
Description: Upgrade Traffic Ave and Maple St Crosswalk to a pedestrian signal, install signal backplates.			
Schedule/Milestones: ☒ Programming (9/21) ☒ Consultant Services Agreement (3/22) ☒ Design Complete (03/23) ☒ Reject All Bids (01/24) ☐ Construction Contract Award (11/24) ☐ Construction Complete (04/26)		Status: City staff are working with WSDOT to receive additional grant funding to cover the full cost of this project. Council approved Resolution to reject all bids and re-bid. This project is out to bid with bid opening expected on 12/12/2023. Design is complete. Working through obligation process with WSDOT. WSDOT NEPA documentation has been approved. Consultant has completed 100% design and NEPA documentation has been resubmitted. Met with WSDOT for NEPA kick-off. Consultant is continuing design with preferred alternative. Consultant is beginning design. A consultant agreement will be at Council in March. Qualifications of firms are being evaluated. Interviews in January. RFQ advertised. Project being programed and obligated to begin the design phase	
Next Critical Activities (dates):			
Next Council Actions (dates): 11/24 Construction Contract Award			

Project: Biosolids Dryer Replacement (21-17)		Project Manager: Ryan Johnstone	Budget: \$16-20 Million
Description: Biosolids Equipment Modernization at the Wastewater Treatment Facility.			
Schedule/Milestones: ☒ Consultant Services Agreement (2/22) ☒ Concept Report (12/22) ☐ Final Design Complete (12/24) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: Reviewing potential bonding option to fund project. Anticipating procurement contract for biosolids dryer to be signed the week of 10/28. Completed 50% plan review and started environmental permitting process. City was not awarded the PWTF loan. Have completed multiple revisions to dryer procurement contract and am waiting on Komline to sign. Received 50% design plans from Gray and Osborne. Staff is currently reviewing. Dryer Procurement Contract approved by City council on June 17. Contract going to Dryer supplier week of July 1st for signature. PWTF Loan application successfully submitted prior to June 28th application deadline. Completing application for PWTF Loan — Deadline is June 28th for application submission. Contract for dryer procurement scheduled for June 4th Public Works Committee. Advertisement for procurement of Biosolids Dryer complete and low apparent bid selected. Bid is currently being evaluated by staff and consultant for responsiveness to technical specifications. City reviewing preprocurement bid document Beginning Final Design, project currently experiencing minor delay to secure PWTF loan Project setting evaluation criteria, completing feasibility study and sizing Study in progress, draft study delayed due to non-responsive supplier estimates Dryer Repairs complete A committee consisting of Bonney Lake and Sumner staff have reviewed the Statements of Qualifications received and identified Gray & Osborne as the most qualified firm for this work. A Request for Qualifications to solicit interest from firms in the development, design, and implementation of this project has been published. Project may include the Dryer, Dissolved Air Flotation Thickener, Polymer Feed Systems, and Waste Gas Burner.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

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

Project:	Cemetery Facility Building (22-03)	Project Manager: Drew McCarty	Budget: \$3,000,000
Description: New Construction of Cemetery Building that will include maintenance/storage area, office, breakroom and restrooms.			
Schedule/Milestones: ■ Design Consultant (08/22) ■ Select Contractor (08/23) □ Construction Complete (08/24)		Status: 10/2024 - City recived Occupancy & the last item for the contractor to complete is the automatic gate system in 12/24 9/2024 - Contractor has received substantial completion and is working through final punch list items. 8/2024 - PSE to set pole and energize the building on 8/06, Contractor will be working through commissioning and punch list items this month. 5/2024 - Contractor is working to Complete Mechanical and Electrical. Doors, insulation, drywall, and plywood all to be installed this month. 3/2024 - Contractor completed the roof last month and is about 90% complete with plumbing and now working on electrical. 1/2023 - Contractor is ready to pour the slab and working on pre building the framed walls 11/2023 - Contractor is working on foundation and utility work 10/2023 - Contractor is working on foundation and utility work 10/2023 - Begin Construction 08/2023 - Award Construction Contract 08/01/2023 - Construction Bids Due 07/2023 - Advertise for Construction 03/27/2023 - Cemetery Facility Update at Council Study Session 90% Civil plans in review & Septic plans in review	
Next Critical Activities (dates): Ribbon Cutting - 8/12/2024			
Next Council Actions (dates): Ribbon Cutting - 8/12/2024			

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

Project: Elm Street Sidewalk (23-02)		Project Manager: Courtney Littrell	Budget: \$550,000
Description: Project will improve pedestrian safety by constructing curb, gutter, curb ramps, and sidewalk on the north side of Elm Street between Wright Avenue and Bonney Avenue.			
Schedule/Milestones: ■ Project Advertisement (2/23) ■ Select Consultant (3/23) ■ Design Complete (5/24) ■ Project Advertisement (5/24) ■ Bid Award (6/24) □ Construction Complete (01/25)		Status: Contractor is working on cleaning up the site to prepare for suspension while we wait for the shipment of the RRFBs. Site prep is completed with curb and gutter, and storm line work is complete. Sidewalk to be poured in the coming weeks. PSE and comm work are completed. Contractor has completed excavation along the north side of Elm St and is set to pour curb and gutter. Construction has begun with demolition and tree removal. PSE has relocated their pole, and the comms are working on relocating their lines. Construction contract was awarded to C. Denney Construction, LLC. Waiting to set pre-construction meeting to discuss the project schedule. Project is currently out for bid. Bid opening is June 4th. City has returned 100% design comments. Looking to advertise for bid in May. City has returned 90% design comments to MacKay Sposito. City has returned 60% design comments to MacKay Sposito. City has received 60% plans from MacKay Sposito and are currently in review. Design has begun, and 30% plans have been reviewed and comments were returned to MacKay Sposito for the next round of submission. MacKay Sposito was selected as the Design Consultant and design is underway. Consultant selection is underway. Project has been advertised for design consultant selection.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Sidewalk Repair Program (Street Tree, Helping Homeowners, ADA Program) (23-03)	Project Manager: Courtney Littrell	Budget: \$500,000 (Street Tree), \$50,000 (Helping Homeowners), & \$40,000 (ADA Program)
Description: Repair sidewalks that are failing due to street tree damages and sidewalks that have been damaged that are the responsibility of the homeowner, with the assistance of the city (50/50 cost share program).		
Schedule/Milestones: ☒ Identify Replacement Locations (10/23) ☒ Begin Project Design (1/24) ☒ Design Complete (5/24) ☒ Project Advertisement (5/24) ☒ Bid Award (6/24) ☐ Construction Complete (12/24)	Status: Contractor has completed work around the Senior Center and the surrounding neighborhood. Project is moving right along and has completed approximately 20% of the locations. Contractor is scheduled to begin work week of September 30th with work wrapping up at the end of December. Notifications have been mailed to the affected residents. Working with contractor to get a schedule for the upcoming work. Construction is anticipated to being in mid-September. Working to mail out post cards to the affected residents.	
Next Critical Activities (dates):	Construction contract was awarded to Asphalt Patch Systems, Inc. Waiting to set pre-construction meeting to discuss the project schedule.	
Next Council Actions (dates):	Project is out for bid. Bid opening is June 11 th . Design is nearing completion and working on the bid package. Looking to advertise in May. Payments have been received from homeowners who are participating in the program. Currently finalizing the location list and documentation to prepare for bid advertisement. Decision letters have been mailed out to those who applied to participate in the program. Thirteen locations were selected for repairs this biennium. Street Tree Damaged locations are now being selected for repairs. Helping Homeowner Notices and Application Letters have been mailed. Applications are due in January of 2024, and location selection will be completed at the end of January 2024. Location selection is underway for Street Tree Damages. Design of sidewalk replacements to begin after replacement locations have been identified.	

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

Project: Pavement Chip Seal		Project Manager: Gursimran Singh	Budget: \$510,000
Description: Resurfacing designated existing roadways with a pavement chip seal and fog seal treatment.			
Schedule/Milestones: ☐ Project Advertisement ☐ Select Contractor ☐ Construction Contract Award ☐ Construction Complete		Status: Plan to tag team Chip Seal project with City of Bonney Lake, work to be performed in August 2024 Double Chip Seal on Washington St planned — April 2024 Project planned for 2025	
Next Critical Activities (dates):			

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

Project: Tacoma Ave Overlay & Intersection (23-09)		Project Manager: Gursimran Singh	Budget: \$380,000 (86.5% Federal / 13.5% City general fund)
Description: Improvements consist of plane, repair, and overlay Tacoma Avenue from Puyallup Street to the White River Bridge, complete intersection channelization improvements, add an eastbound left turn pocket on Puyallup Street at Tacoma Avenue, and upgrade the intersection of Puyallup Street and Tacoma Avenue to a signalized intersection. Project shall include ADA upgrades/sidewalks, associated utility work and illumination as needed.			
Schedule/Milestones: ☒ Project Advertisement (11/23) ☒ Consultant Selection (12/23) ☒ Start Preliminary Design (03/24) ☐ Bid Award (TBD) ☐ Construction Complete (TBD)		Status: October – Project scope change to roundabout approved by PSRC, waiting on WSDOT to include Project in STIP and schedule NEPA kickoff meeting September – PRSC following up on Project change of Scope, City providing all the answers and working on updating LAA document to match project description as written on STIP. August – City PM to submit STIP amendment to PSRC to revise project description from a signalized intersection to a roundabout.	
Next Critical Activities (dates):			
Next Council Actions (dates):		July – Moving forward with Roundabout option at the intersection, Design Consultant to provide updated scope and fee May 2024 City evaluation options – Roundabout or Traffic Signal Preliminary design started in March 2024 Consultant Selection – Parametrix, negotiated hourly agreement signed by both City and consultant and reviewed and submitted to WSDOT. Project has been advertised for design consultant selection. Project Obligated Project being programmed with WSDOT	

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

Small Works Projects

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

Project: West Well Watermain and Cemetery Irrigation (23-04)		Project Manager: Andrew Leach	Budget: \$350,000
Description: A new water main will be routed to maintain the city connection between the City’s west well and the rest of the water distribution system. The Sumner Cemetery’s irrigation will also be updated to current standards.			
Schedule/Milestones: ■ Project Advertisement (2/23) ■ Select Consultant (4/23) ■ Design Complete (5/24) □ Select Contractor (TBD) □ Construction Complete (TBD)		Status: Project received no bids. The City is reviewing options for moving the project forward. Design is complete and the project is out for bid advertisement. Design of the project is underway. BHC has been selected for design of the project. Project has been advertised for design consultant selection.	
Next Critical Activities (dates): Construction Contract Award (TBD)			
Next Council Actions (dates): Construction Contract Award (TBD)			

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

Project: Sound Transit Sewer Repair		Project Manager: Gursimran Singh	Budget:
Description: Replace failing sewer line on West of Cherry Ave between Academy St and Harrison St			
Schedule/Milestones: ☐ Project Advertisement (09/2024) ☐ Select Contractor (09/2024) ☐ Construction Complete (TBD)		Status: August – Project in the final stage of design September – Finishing up 100% plans and bid documents, and easement paperwork with property owners as sewer line was never deeded in Bill of Sale October – Easement compensation negotiated with Station place property owner, 100 plans and bid documents prepared	
Next Critical Activities (dates): Design complete 08/2024			
Next Council Actions (dates): N/A			

Project: Crack Seal Application 2024		Project Manager: Gursimran Singh	Budget: \$125,000 (General Funds) (2 years of sealing)
Description: Complete crack sealing application to local roads to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (05/2024) ☐ Select Contractor (05/2024) ☐ Construction Complete) (08/2024)		Status: Project request for bids in May 2024 March/April - Preparing Plans, Specifications and estimates for bid package July – Project Completed August – Project in closeout phase, issuing Substantial completion and executing final pay estimate September – Final pay estimate executed, Project Completed	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Heritage Park Masterplan, Activated Alley and Wayfinding (W-22-04)		Project Manager: Drew McCarty	Budget: \$280,000 (Sumner & 2023 Pierce County LTAC) + \$1,600,000 (2024 Pierce County LTAC)
Description: Heritage Park – Provide a master plan of the expanded park. Alley Activation – Develop the alley between Kincaid & Alder to 30% plans. Wayfinding Signs – finalizing elements such as posts, materials, etc. Additional Scope: Develop 100% plans for Heritage Park, Hops Alley and the Event Building that will be located within Heritage Park.			
Schedule/Milestones: ☒ Project Advertisement (05/22) ☒ Consultant Selected (10/22) ☒ Alley 30% Completed (03/23) ☒ Heritage Park Masterplan Complete (07/23) ☒ Wayfinding Design Complete (2/24) ☐ Wayfinding out to Ad (3/24) ☐ 30% Design (06/24) ☐ 60% Design (09/24) ☐ 100% Design (12/24)		Status: 9/2024 - City Staff has received 30% plans for the Park and Building & 60% plans for the Alley for review. CUP and SEPA have been submitted. 8/2024 – Project team is scheduled to receive 30% plans on 8/30 for review. CUP has been submitted and SEPA will be submitted within the next week. 7/2024 – Project team is working through CUP/SEPA application and building programing. 5/2024 – Project team is working through the programing for the event building and CUP/SEPA documents. 3/2024 – The city was awarded an additional \$1.6M for 2024 from Pierce County LTAC to complete the design of Heritage Park, Hops Alley, and Event Building. JETT Landscape and Architecture is continuing their hard work to get the city 100% plans by the end of 2024. 3/2024 – Wayfinding design was completed and is out to Ad currently with bids being due on 4/4/2024. A draft of the Masterplan as well as fly over renderings has been completed. Alley draft 30% plans completed. Heritage Park Masterplan narrowed to 2 alternatives. Heritage Park Masterplan Open House 01/23 at Electric Coffee Alley Stakeholder Meeting at JMJ Office (11/22)	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Pavement Patching 2024		Project Manager: Gursimran Singh	Budget: \$249,150 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (05/24) ☐ Select Contractor (05/24) ☐ Construction Complete (07/24)		Status: Project Request for Bids in May 2024 March/April - Preparing plans, specifications and estimates for Bid package July/August – Project constructions tentatively scheduled for late July/early August July – Lowest bidder voluntarily withdraw his bid due to not able to perform the work at the prices quoted in the Bid. August – Working with next lowest bidder to schedule the work and get them under contract. September – Contractor performing pavement patchwork as planned on Langdon St and Parker Rd October – Performed final Walkthrough, Final pay estimate executed, and Project is completed.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Other Projects

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

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

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

Project: Transportation Plan Update		Project Manager: Michael Kosa	Budget: \$250,000 (General Funds)
Description: Update the 2015 Transportation Plan in coordination with the 2024 Comprehensive Plan Update			
Schedule/Milestones: ■ Begin Plan Update (12/22) □ Complete Plan Update (11/24)		Status: Final draft included in Draft Comprehensive Plan for adoption, final revisions being completed currently Final draft in progress, draft document has been reviewed by Planning Commission Plan in Development Project kickoff meeting occurred in January	
Next Critical Activities (dates): □ Council Adoption (10/24)			
Next Council Actions (dates): N/A			

Project: Watershed Vegetation Management		Project Manager: Ryan Johnstone	Budget: \$50,000 (Water Utility Funds)
Description: Contract out for vegetation management services to effectively manage invasive species and dead trees in the watershed			
Schedule/Milestones: ■ Preliminary Design (6/24) ■ Bid Award (9/24) □ Construction Complete (12/24)		Status: Project has been awarded and contract signed for removal of dead trees. Work to begin in next couple of weeks. Working with consultant to complete technical memo to document findings from watershed walkthrough. GIS mapping of problematic trees completed and exhibits created for contractors to bid the work. Contractor solicitation to begin in early September. Watershed walkthrough completed. Watershed walkthrough with geotechnical engineer scheduled for June 4. Collecting data on hazard trees that require removal and assembling map for contractor bids. Project in pre-design	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

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

Project: Sewer Main Replacement and Rehabilitation (Sewer Jet Study)		Project Manager: Ryan Johnstone	Budget: \$150,000 (Sewer Utility Funds)
Description: Complete analysis of sanitary sewer mains that require regular sewer jet activities and determine how best to eliminate regular maintenance issues.			
Schedule/Milestones: ■ Begin Study (4/24) □ Study complete (11/24)		Status: Reviewed draft report and comments have gone back to consultant Anticipate final version of report will be ready by the end of November 2024 Reviewing draft sewer study report. City staff collecting remaining field data for one problematic main. Consultant finishing draft report and cost estimates. Work ongoing. Met with consultant week of June 24th to review draft findings of pipe survey. Some additional fieldwork at several pipe locations still necessary. Consultant is beginning work on draft solutions and cost estimates. Consultant is collecting sewer main data. Public Works staff is video inspecting sewer mains. Study is under contract with consultant and preliminary mapping and data collection is underway. Project in pre-design	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			