CITY OF SUMNER WASHINGTON

PUBLIC WORKS COMMITTEE AGENDA
CITY HALL – 1104 MAPLE STREET
FEBRUARY 4, 2025 4:00 PM

Members: Councilmembers Clerget, Elfers, Reinke, Alt. Kenna
Staff: Michael Kosa, Alisa O'Haver-Ayala, Ryan Johnstone, Andrew Leach, Robert Wright, Andria Hannegan, Courtney Littrell, Drew McCarty, Gursimran Singh, Thi Le, Kelsey White

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

Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 232 432 910 936 Passcode: 6uHEd4
Download Teams | Join on the web
Or call in (audio only) +1 323-886-6453,,539397162# United States, Los Angeles
Phone Conference ID: 539 397 162#
Find a local number | Reset PIN

CALL TO ORDER

COMMITTEE BUSINESS

1. Pavement Preservation Summary
2. PSE Up and Go - WWTF EV Chargers
3. Elm Street Sidewalks - Construction Change Order
4. Maple Street Pedestrian Signal and Citywide Backplates - Construction Contract Award
5. Ordinance No. 2919 - Updating SMC 12.30 Truck Routes
6. Heritage Park Remediation - Consultant Services Amendment
7. WWTF Intrusion and Access Control - Contract Award

REPORTS

1. PW Projects Hot Sheet

ADJOURNMENT

PUBLIC WORKS COMMITTEE MEETING
DATE: February 4, 2025
AGENDA BILL: 24-618

SUBJECT: Pavement Preservation Summary

CATEGORY: Information Only

BUDGET IMPACT:
Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:
1. 2024 Pavement Preservation Projects - Summary

STAFF CONTACT: Gursimran Singh, Engineering Specialist

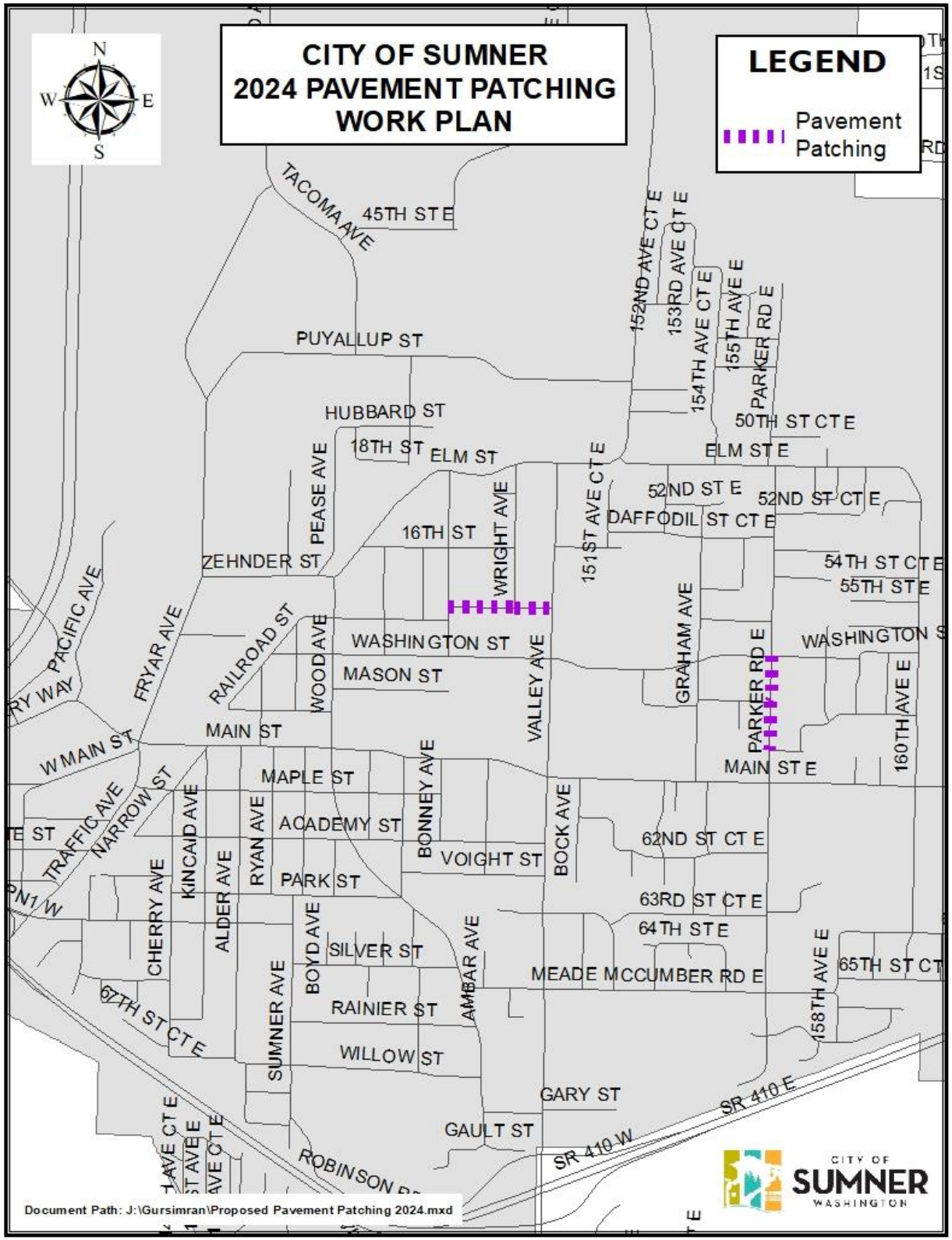
SUMMARY BACKGROUND:
2024 Pavement preservation projects summary.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 2/4/2025
COMMITTEE RECOMMENDATION: Information only

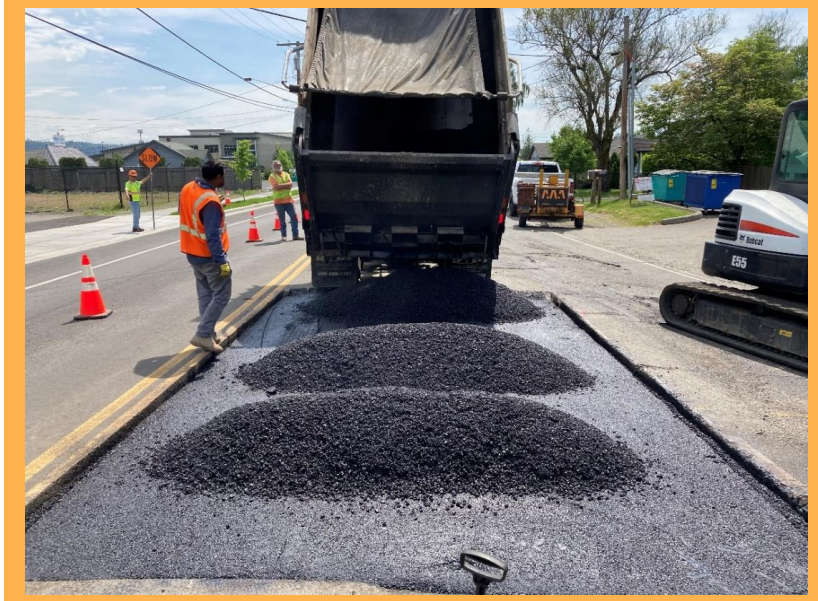
STAFF RECOMMENDATIONS/MOTION:
Information only

2024 PAVEMENT PRESERVATION PROJECTS SUMMARY

CITY OF SUMNER WASHINGTON



PAVEMENT PATCHING PROJECT

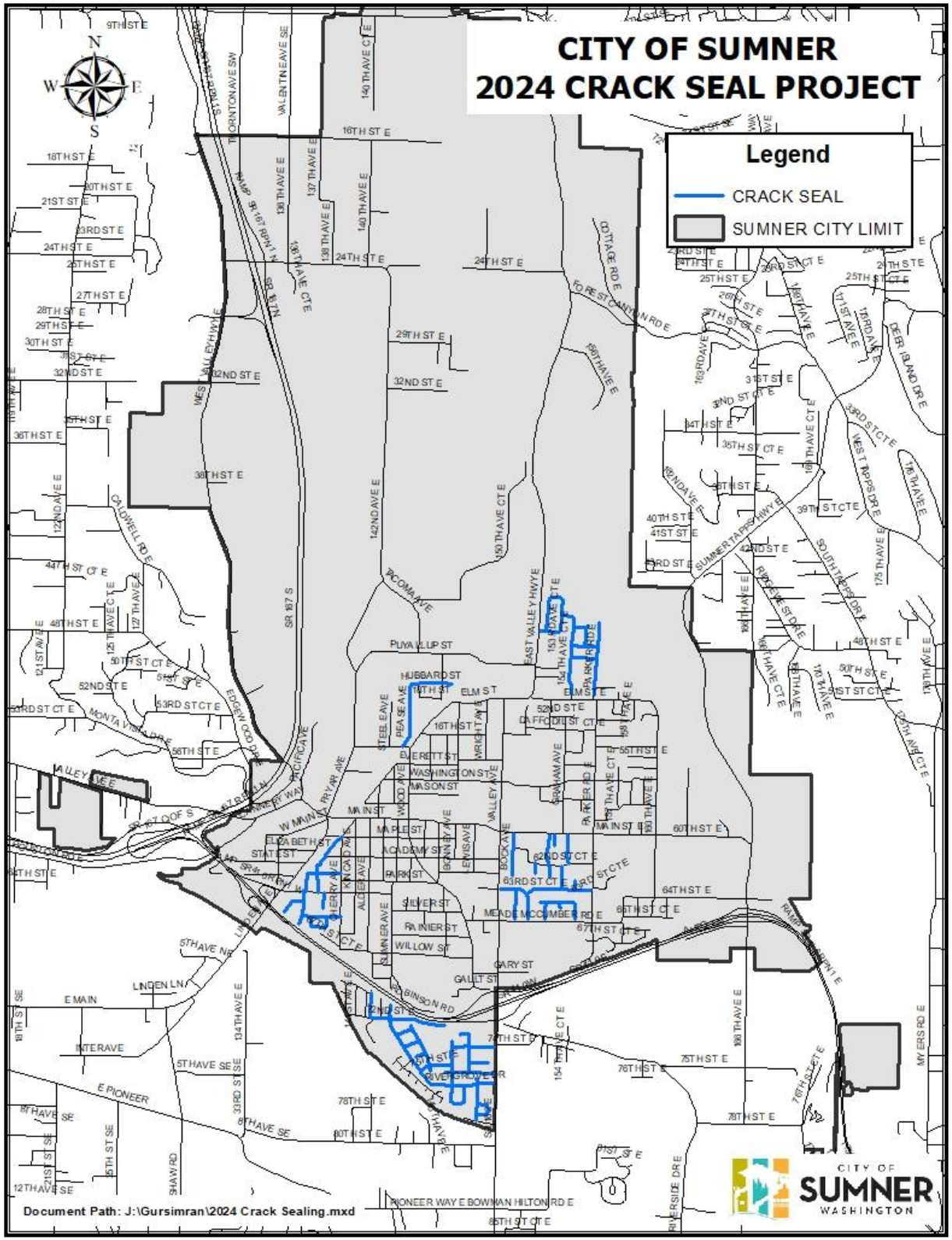


2024

- Project expenditure- $97,302.00
- Patchwork performed - 400 SY
- Locations - Langdon St. and Parker Rd. E.

2025 - 2026

- Biennium Budget - $142,390.00



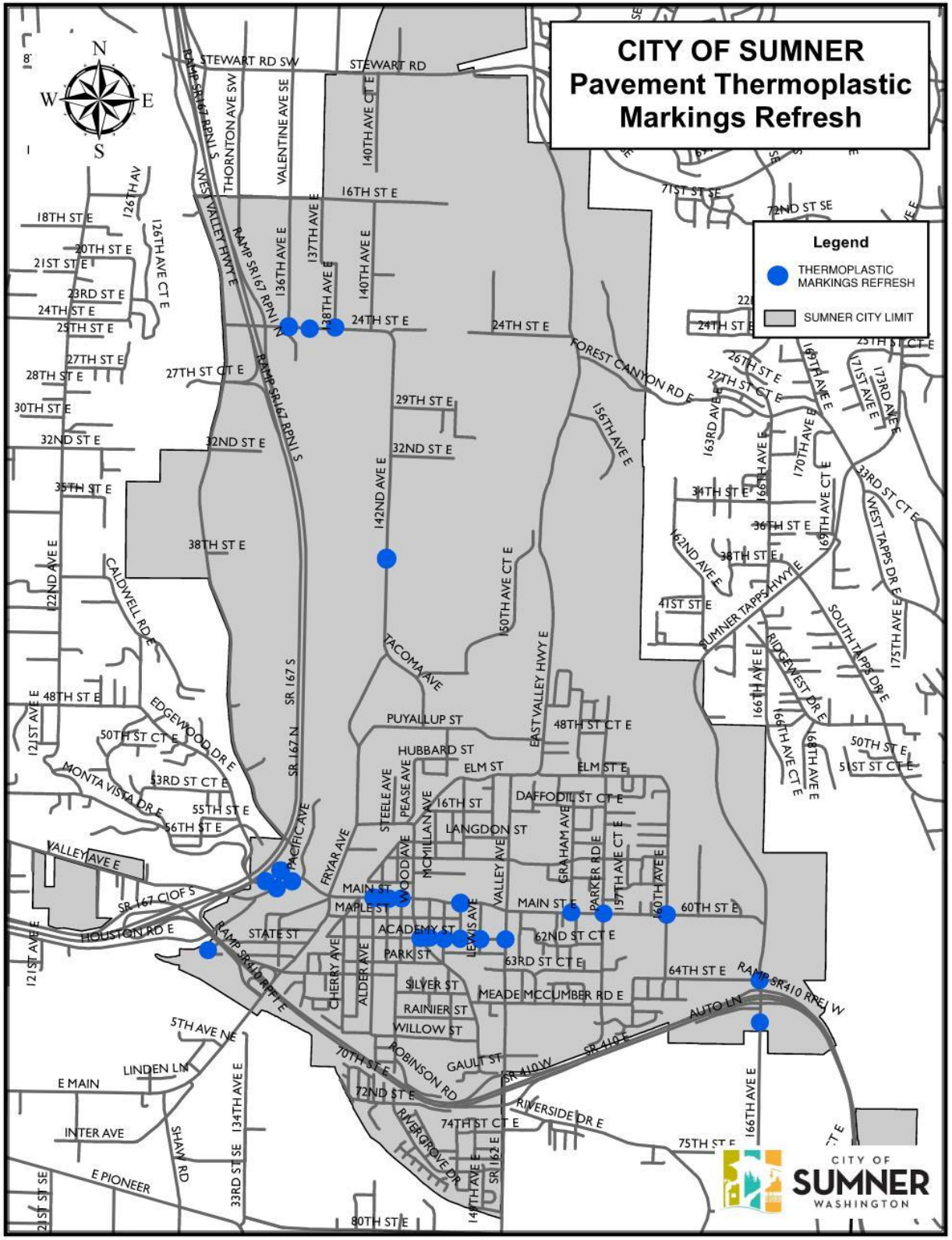
PAVEMENT CRACK SEAL PROJECT

2024

- Project expenditure - $124,292.50
- Crack Seal – 12 tons
- Locations – Various within the City

2025-2026

- Biennium Budget - $161,440.00



PAVEMENT THERMOPLASTIC MARKINGS REFRESH

2024

- Project expenditure - $127,306.50
- Thermoplastic markings refresh -

  43 Crosswalks – 5932 SF

  34 Stop Bars – 785 LF

  28 Traffic Arrows

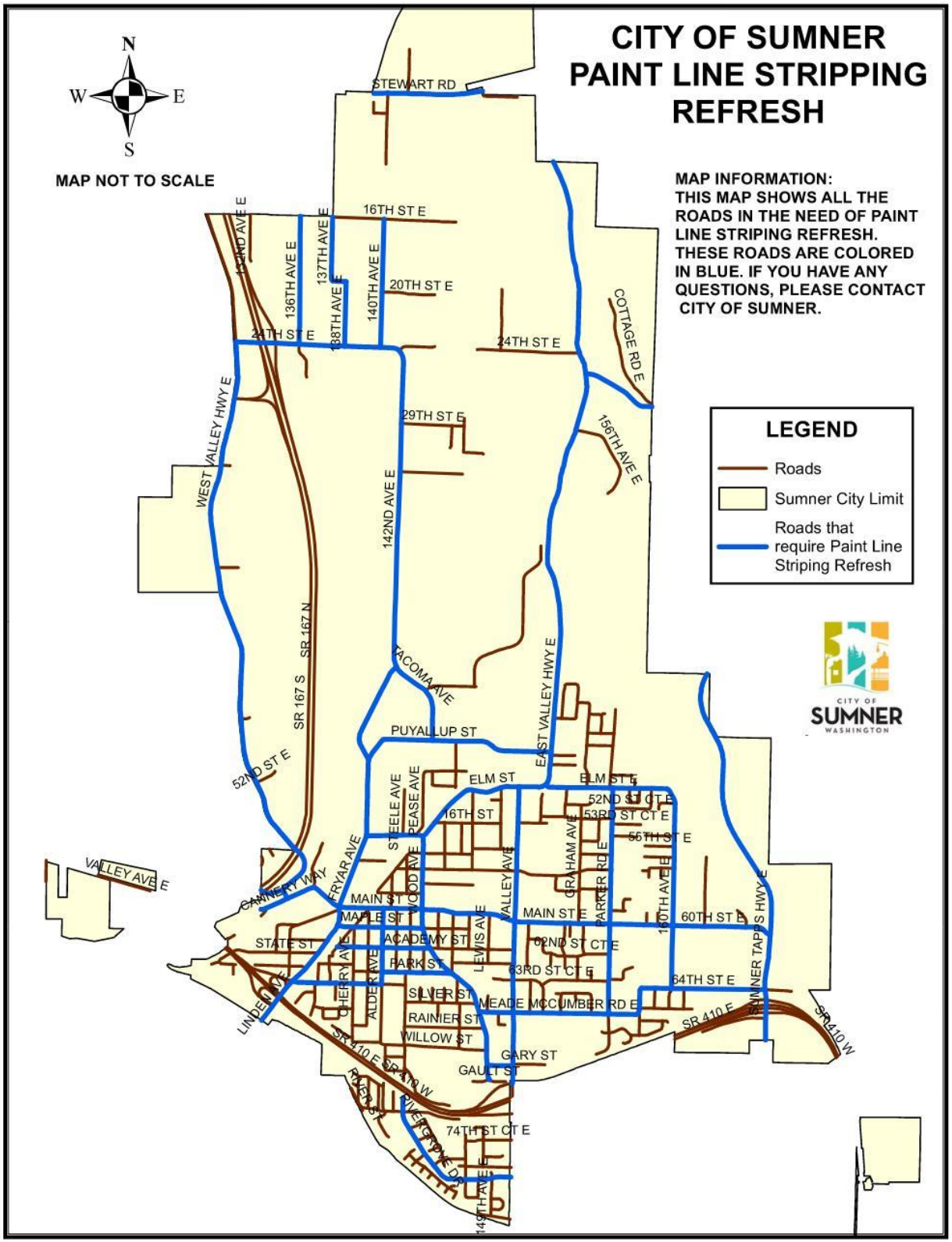
  16 Traffic Letters

  4 Railroad Crossing Symbols

  3 Bicyclist Symbols

2025 – 2026

- Biennium budget - $117,810.00



PAVEMENT

PAINT LINE REFRESH

2024

- Project expenditure - $35,572.09
- Project Location – Throughout the City

2025-2026

- Biennium Budget – $82,000.00

- … and yet, only the beginning, the task of maintaining our roadways is ….never ending!

PUBLIC WORKS COMMITTEE MEETING
DATE: February 4, 2025
AGENDA BILL: 25-36

SUBJECT: PSE Up and Go - WWTF EV Chargers **CATEGORY:** Resolution

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

ATTACHMENTS:
1. PSE Up and Go Contract

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager

SUMMARY BACKGROUND:
As part of efforts to fully fund the installation of Electric Vehicle Chargers at the Waterwater Treatment Facility for workplace use, the City applied for the PSE Up and Go Program. The cities application was evaluated and accepted to move forward in the program. PSE's Up & Go Electric for Workplace program covers up to 100 percent of the cost up to $12,000 per Level 2 charging port for 10 years for qualifying customers to install and maintain Level 2 charging for employees.
With this program, the wastewater treatment facility qualifies for the installation of four (4) level 2 EV charging stations.

The project is expected to be completed in 2025.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
MEETING/STUDY SESSION DATE: 2/4/2025
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion authorizing the Mayor to enter into an Electric Vehicle Non-Residential Charging Products and Services Agreement with Puget Sound Energy for the Wastewater Facility Treatment EV Charger Project, substantially in a form approved by the City Attorney.

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PUGET SOUND ENERGY

SCHEDULE 551
ELECTRIC VEHICLE NON-RESIDENTIAL CHARGING PRODUCTS AND SERVICES

Attachment "A" - Non-Residential Service Agreement (Company-Owned)

This Service Agreement (this "Agreement") is made and entered into as of [January 16], 2025 ("Effective Date"), by and between Puget Sound Energy, Inc. ("Company") and the individual or entity identified in the signature block of this Agreement ("Host"). Company and Host may be referred to each as a "Party" and together as the "Parties" in this Agreement. Except as otherwise expressly defined herein, terms defined in Schedule 583 of Company's Electric Tariff G will have the same meaning when used in this Agreement.

A. Company intends to make available, as part of its Electric Service, certain electric vehicle ("EV") charging products and services to Host pursuant to Schedule 551 of Company's Electric Tariff G (the "Schedule") and this Agreement. All equipment related to such EV charging products and services made available to Host pursuant to the Schedule and this Agreement and installed by Company is, or upon installation will be, owned and operated by Company for purposes of delivering electric energy for the charging of electric vehicles by Host and other EV charging participants.

B. Host desires to acquire, as part of Company's products and services provided to Host under the Schedule, certain EV charging products and services from Company, and Company desires to provide to Host certain EV charging products and services, subject to the terms and conditions of this Agreement.

C. This Agreement forms part of the Schedule.

The Parties therefore agree as follows:

1. Term. Unless earlier terminated as provided herein, this Agreement will have a term of at least ten (10) years, commencing on [1/16/2025] and ending on [1/16/2035].

2. Equipment. The equipment related to the EV charging products and services made available to Host by Company pursuant to the Schedule and this Agreement is listed in Exhibit A to this Agreement, which is incorporated into this Agreement by this reference (collectively, the "EV Equipment"). Company will provide and install the EV Equipment at Host's property located at the address specified in Exhibit A to this Agreement ("Premises"). The EV Equipment will remain electrically connected (subject to planned and unplanned outages) at the Premises during the term of this Agreement. As a result of this Agreement and the EV Equipment installed at the Premises, Host will be entitled to use and to allow other EV charging participants to use the EV Equipment solely for purposes of charging electric vehicles for their own personal use.

3. Ownership; Taxes; Limited Scope. Host represents that Host is the owner of the Premises where the EV Equipment will be installed or holds a valid leasehold interest in such Premises and has the authority to enter into this Agreement and allow for the installation and use of the EV Equipment pursuant to the Schedule and this Agreement at the Premises. If Host holds a valid leasehold interest, Host will obtain the consent of the owner of the Premises prior to executing this Agreement and will provide Company with evidence of the same. Host acknowledges that, during the term of this Agreement, the EV Equipment, together with any replacements, upgrades and other modifications of the foregoing, will remain the personal property of Company at all times. Company will be responsible for payment, on a pro-rata basis, of any personal property or other taxes on the EV Equipment to the extent such taxes are not otherwise included in the payments pursuant to this Agreement or recovered under the applicable rate schedule(s) of Company's tariffs accepted or approved by the Washington Utilities and Transportation Commission

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("WUTC"). This Agreement does not grant or confer to Host any rights of occupancy. Except as specifically set forth herein, no rights or entitlements will be granted to Host under this Agreement. Host acknowledges that Company may, in its sole discretion, file a fixture filing in the real estate records of the county where the EV Equipment is installed to protect its ownership interest in the EV Equipment. Host will promptly provide to Company, upon request, any information required in order for Company to make such filing. In addition, if this Agreement is determined to be a security agreement and to protect Company's rights in the EV Equipment, Host hereby grants Company a security interest in the EV Equipment and all proceeds and products thereof, and authorizes Company to cause this Agreement, or any statement or other instrument related to this Agreement showing the interest of Company in the EV Equipment (including a Uniform Commercial Code financing statement), to be filed or recorded to protect Company's interest in the EV Equipment.

4. Charges. As between Company and Host, Company is responsible for providing, installing, maintaining, replacing and upgrading the EV Equipment during the term of this Agreement. Host will pay for the electricity supplied to the EV Equipment and to electric vehicles that are charged using the EV Equipment, all as specified in the Schedule. Host also will pay to Company all costs and expenses (including, without limitation, reasonable attorneys' fees) in connection with the maintenance, repair or replacement of, or value lost by any failure or impairment of the efficient operating condition of the EV Equipment caused by the negligence or misconduct of Host or any of Host's personnel, representatives, guests or invitees to or on the Premises (including individuals who reside at the Premises) or by the breach of any of Host's obligations under the Schedule, this Agreement or Schedule 80 of Company's Electric Tariff G ("Schedule 80").

5. Host Responsibilities. Host will use, and will permit the use of, the EV Equipment only for its ordinary intended purposes and only for Hosts' and other EV charging participants' own personal use, in accordance with applicable laws, rules and regulations. Host will not, and will not permit any other person to, tamper with, adjust, repair, modify, move or relocate the EV Equipment without prior written consent from Company. Consistent with the Schedule and in addition to the other obligations of Host under this Agreement, Host will, during the term of this Agreement and at its expense: (a) maintain a dedicated clearance space around the EV Equipment of at least the minimum clearance space specified in the EV Equipment manufacturer's installation and operation specifications or the minimum clearance space specified by applicable laws, rules and regulations, whichever is greater; (b) provide dedicated parking stall(s) for charging electric vehicles using the EV Equipment; (c) promote the availability of EV charging at the Premises to personnel of Host and other potential EV charging participants; (d) mount signage in accordance with applicable laws, rules, and regulations; (e) survey EV charging participants and potential EV charging participants who are using or eligible to use the EV Equipment at the Premises annually or as otherwise requested by Company about charging preferences and actual charging patterns and about other transportation electrification related topics and provide all survey results to Company; and (f) upon Company's request, allow Company or its service providers to use Host's Internet service for purposes of transmitting data to Company from the EV Equipment.

6. Collection and Use of Data. Host agrees that Company may collect information associated with the EV Equipment and its use pursuant to the Schedule and this Agreement, incentives offered by Company, and survey responses and other information provided by Host to Company. Host agrees that Company may use this information to: (a) deliver, maintain and improve Company's products and services; (b) communicate with Host about products, services, surveys, incentives, rebates and promotions offered by Company; (c) monitor and analyze usage, trends, and activities associated with the EV Equipment and its use for Company's business purposes; and (d) respond to questions, comments, and requests from Host, its personnel, and other individuals and entities. Host agrees that Company may disclose information collected by Company: (i) with vendors, consultants, and other service providers who need access to such information to carry out work or to perform services on Company's behalf; (ii) in response to a request for information if Company believes disclosure is in accordance with or required by any applicable laws, rules,

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regulations or legal process; (iii) if Company believes Host's actions are inconsistent with this Agreement, or to protect the rights, property and safety of Company or others; (iv) in connection with, or during negotiations of, any merger, sale of assets, financing or acquisition of all or a portion of Company's business; and (v) with Host's consent or at Host's direction.

7. Maintenance. During the term of this Agreement, Company will be responsible for maintaining the EV Equipment. The costs and expenses associated with any such maintenance of the EV Equipment will be paid by Company or Host, as applicable, pursuant to Section 4.

8. Equipment Failure; Repair and Restoration. Should any of the EV Equipment cease to function properly, Host must promptly provide written notice to Company, which notice must describe how the EV Equipment is not functioning properly. Following receipt of such written notice, Company will repair and restore such equipment in accordance with the applicable regulations of the WUTC. The costs and expenses associated with any such repair and restoration of the EV Equipment will be paid by Company or Host, as applicable, pursuant to Section 4. Company will notify Host about the repair and restoration within seven (7) business days after Company's receipt of Host's written notice to Company pursuant to this Section 8.

9. Limitation of Damages and Liability. THE OBLIGATIONS EXPRESSLY ASSUMED BY COMPANY IN SECTIONS 7 AND 8 ARE IN LIEU OF ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SUITABILITY, DURABILITY, CONDITION, QUALITY OF THE EV EQUIPMENT AND FITNESS FOR A PARTICULAR PURPOSE. HOST SPECIFICALLY WAIVES ALL RIGHT TO MAKE A CLAIM AGAINST COMPANY FOR BREACH OF ANY WARRANTY OF THE EV EQUIPMENT. COMPANY FURTHER DISCLAIMS ALL LIABILITY FOR LOSS, DAMAGE OR INJURY TO HOST, HOST'S PERSONNEL, REPRESENTATIVES, GUESTS OR INVITEES TO OR ON THE PREMISES (INCLUDING INDIVIDUALS WHO RESIDE AT THE PREMISES), THE PREMISES, ANY PERSONAL PROPERTY AT THE PREMISES, OR ANY THIRD PARTY AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EV EQUIPMENT. HOST WILL ACCEPT THE EV EQUIPMENT IN AN "AS IS" CONDITION, BASED ON COMPANY'S ASSUMPTION OF THE CONTINUING OBLIGATIONS SPECIFIED IN SECTIONS 7 AND 8. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER COMPANY NOR HOST WILL IN ANY EVENT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE EV EQUIPMENT OR THIS AGREEMENT.

Nothing in this Section 9 is intended to limit or otherwise affect any of the provisions of Schedule 80 or the rules or regulations of the WUTC applicable to Company.

10. Billing and Payment. All amounts payable by Host under the Schedule and this Agreement will be paid by Host as specified in Schedule 80.

11. Termination; Effect of Termination. Upon any breach or default by a Party of its obligations under this Agreement that remains uncured after thirty (30) days from such Party's receipt of written notice from the other Party, the Party that is not in breach or default under this Agreement may terminate this Agreement by providing written notice of such termination to the other Party. Following any termination of this Agreement, Company will, at its option and in its sole discretion, either remove the EV Equipment from the Premises or transfer of ownership of the EV Equipment at the Premises to Host.

12. Expiration; Effect of Expiration. At least one hundred twenty (120) days prior to the expiration of this Agreement, Company will provide notice to Host of the upcoming expiration of this Agreement and Host's options related to the EV Equipment at the Premises following such expiration, which will include: (a) replacement of the EV Equipment by Company in accordance with any applicable tariff schedules in

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effect at the time of such replacement; (b) removal of the EV Equipment from the Premises by Company; or (c) transfer of ownership of the EV Equipment at the Premises from Company to Host. If Host wishes to elect one of the foregoing three options upon the expiration of this Agreement, Host must notify Company in writing at least sixty (60) days prior to the expiration of this Agreement of the option that Host selects. If Host does not notify Company in writing of the option that Host selects, Company will transfer ownership of the EV Equipment at the Premise to Host, unless otherwise agreed by the Parties in writing.

13. Access. Host will provide Company, and Company will have the right of, such access to the EV Equipment as Company may reasonably require, by personnel and for equipment. In addition, Host will provide EV charging participants and potential EV charging participants using or wishing to use the EV Equipment, and such EV charging participants and potential EV charging participants will have the right of, such access to the EV Equipment as such EV charging participants and potential EV charging participants may reasonable require to use the EV Equipment for the purpose of charging electric vehicles for their own personal use. Host may make such access subject to the observance by Company of such reasonable security and safety protocols and procedures of Host that (a) Host has provided to Company in writing prior to access and (b) does not cause Company to incur any unreasonable costs or expenses. Host hereby grants to Company and such EV charging participants and potential EV charging participants all licenses, rights-of-way and easements necessary for the access described in this Section 13. Host must prohibit unrestricted public use of EV Equipment, and must take steps to restrict such use. Host will execute, acknowledge and deliver to Company additional documentation as Company may reasonably request to effectuate, evidence, vest, record or give notice of such licenses, rights-of-way and easements.

14. Insurance. During the term of this Agreement, Host will maintain, at its expense, adequate insurance coverage to (a) protect the Premises from and against any and all claims, costs, liabilities, damages and expenses that may result from the performance or nonperformance of the EV Equipment under this Agreement; and (b) protect Company from any and all costs and expenses related to the loss, theft, vandalism, tampering, or other damage to the EV Equipment at the Premises resulting from any failure by Host to secure or protect the EV Equipment or from the negligence or misconduct of Host or any of Host's personnel, representatives, guests or invitees to or on the Premises (including individuals who reside at the Premises). Upon Company's request, Host will provide Company with evidence of such insurance (such as a Certificate of Insurance) and other supporting materials that Company may reasonably request to verify Host's compliance with this Section 14. Host will ensure that the performance of Host's and Company's obligations under this Agreement will not void or adversely affect any insurance policy covering Host or the Premises.

15. Indemnification. Company will indemnify and hold harmless Host for any losses Host incurs as a result of damage to Host's property or injury to persons caused by the installation, maintenance or use of the EV Equipment at the Premises during the term of this Agreement; provided, however, that Company's indemnification obligations under this Section 15 will not apply to any losses that result from the negligent acts or omissions or misconduct of Host or any of Host's personnel, representatives, guests or invitees to or on the Premises (including individuals who reside at the Premises) or from the breach of any of Host's obligations under this Agreement and will be reduced on a dollar-for-dollar basis for any insurance or other third-party payment that Host receives to cover any losses for which Company indemnifies Host under this Section 15. Host will indemnify and hold harmless Company for any damages to the EV Equipment at the Premises or any losses Company incurs that result from the negligent acts or omissions or misconduct of Host or any of Host's EV charging participants to or on the Premises or from the breach of any of Host's obligations under this Agreement.

16. Jurisdiction. This Agreement will at all times be subject to changes or modifications as the WUTC may from time to time authorize or direct. Company's obligations under this Agreement are subject to Schedule 80 and, upon its issuance, the Schedule, as such schedules may be revised from time to time with the acceptance or approval of the WUTC. In the event of any conflict between the terms of this

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Agreement and the terms of Schedule 80 or the Schedule, the terms of Schedule 80 or the Schedule, as applicable, will govern.

17. Notices. All notices under this Agreement must be in writing and will be deemed given upon (a) personal delivery to the addressee; (b) three (3) days after deposit in the United States mail, with postage pre-paid and a certified mail return receipt requested; (c) faxed with electronic confirmation of receipt; (d) one (1) day after delivery to the United States Postal Service Express Mail or similar overnight delivery service; or (e) solely for notices sent by Host to Company, delivered by email with confirmation of receipt by the Party being notified. The notice address for each Party is set forth below and may be changed by a Party by providing the other Party with notice pursuant to this Section 17:

Company:	Puget Sound Energy, Inc. For deliveries by overnight delivery: 10885 N.E. Fourth Street Bellevue, WA 98004 For deliveries by mail: P.O. Box 97034 Bellevue, WA 98009 Fax: [N/A] Attn: [Electric Vehicle Programs] Email: [EVPrograms@pse.com]
Host:	[City of Sumner] [13114 63rd St E, Sumner WA 98390] Fax: [N/A] Attn: [Kathy Hayden]

18. Assignment. This Agreement may not be assigned or transferred by Host without the prior written consent of Company, which must be requested by Host at least thirty (30) days in advance of any proposed assignment or transfer. Any purported assignment in violation of this Section 18 will be void. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

19. Survival. Sections 3, 4, 6, 9, 12, 15, 16, 17, 18, 19 and 20, and all other provisions of this Agreement that may reasonably be expected to survive expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.

20. Miscellaneous. This Agreement will be governed by the laws of the State of Washington, without reference to its choice of law principles to the contrary. This Agreement may be modified or amended only in a writing signed by both Parties. Section headings used in this Agreement are for convenience of reference only and will not affect the interpretation or construction of any provision of this Agreement. This Agreement, together with all attached exhibits, sets forth the entire agreement, and supersedes any and all prior agreements, between the Parties regarding the subject matter hereof. All remedies of a Party under this Agreement are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy will not preclude the exercise of any other remedy. Any failure or delay in the exercise of any right or remedy available to a Party under this Agreement will not be construed as a waiver or relinquishment of such right or remedy.

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PUGET SOUND ENERGY

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

COMPANY:
PUGET SOUND ENERGY, INC.

By: Heather Mulligan

Name:

Heather Mulligan

Title:

Manager, Customer Clean Energy Solutions

HOST:
[City of Sumner]

By:

Name:

Kathy Hayden

Title:

Mayor

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PUGET SOUND ENERGY

Exhibit A to
Attachment "A" - Non-Residential Service Agreement (Company-Owned)

1. Host's Premises: [Address 13114 63rd St E, Sumner WA 98390]

2. EV Equipment List:
   See attached Cost Estimate Proposal form for complete list of installed EV Equipment

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Up & Go Electric for Workplace Customer Cost Responsibility

CUSTOMER INFORMATION	
Property Name:	City of Sumner
Property Address:	13114 63rd St E, Sumner WA 98390
Property Management Name:	
Contact Name and Title:	,
Contact Phone:	

PROJECT SCOPE

EVSE Item	Qty.	Sub-total Cost
Installation and Materials	1	
Single Port Level 2 EVSE (40A)	4	
EVSE Networking	4	*Included*
EVSE Maintenance Plan	4	*Included*
	SUB-TOTAL	$0
	PSE INCENTIVE	-$0
	TOTAL CUSTOMER COST	**$0**

CUSTOMER ACKNOWLEDGEMENT

I have been informed of the project scope including requirements and optional items through the Service Agreement, Cost Estimate Proposal, and site plans.

Customer Printed Name: Kathy Hayden

Customer Signature:

Date: 1/16/2025

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Qmerit

evconnect | PSE PUGET SOUND ENERGY

Standard Service
Estimate

Confidential

Presented by:
MB Electric
Ryan Messer

Presented to:
PSE WPEV-00192 | City of Sumner -
13114 63rd St. E, Sumner, WA 98390

Quote created: 1/1/20245 | Quote expires: 2/11/2025 | Quote created by: Jonathan Mitchell

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Scope of Work

LOCATION

PSE WPEV-00192 | City of Sumner - 13114 63rd St. E, Sumner, WA 98390

DETAILS

1. This proposal is for the electrical work related to installation of (4)Power Sharing Level 2 EV Charger Stations.
2. The chargers are to be installed on the 4 columns at the front of the building.
3. Cut concrete and install bollards in front of each charger.
4. Provide install (2) DCC 12 units and setup power sharing for (4) EV Chargers. (2) chargers per DCC 12 to turn off power if the total load reaches 80% of the maximum amperage.
5. Termination, energize and commission
6. Acquire permits and inspection from AHJ
7. Cellular DBM signal (-51)

EXCLUSIONS

1. EV Connect provides charger and pedestal
2. Striping, stenciling, or signage
3. Cutting, patching, or painting ceilings and walls
4. At time of estimate no engineering required, if needed by AHJ change order is necessary

PURCHASE TERMS

On behalf of Qmerit's contracting network, thank you for the opportunity to earn your business. The proposal includes all labor and materials unless otherwise specified in this quote.

Qmerit Electrification, LLC ("Qmerit") will dispatch a licensed electrical contractor ("Contractor") to perform the services specified in the Work Order ("Services") for the customer named therein ("Customer") based on the terms and conditions in Agreement JA10129469.

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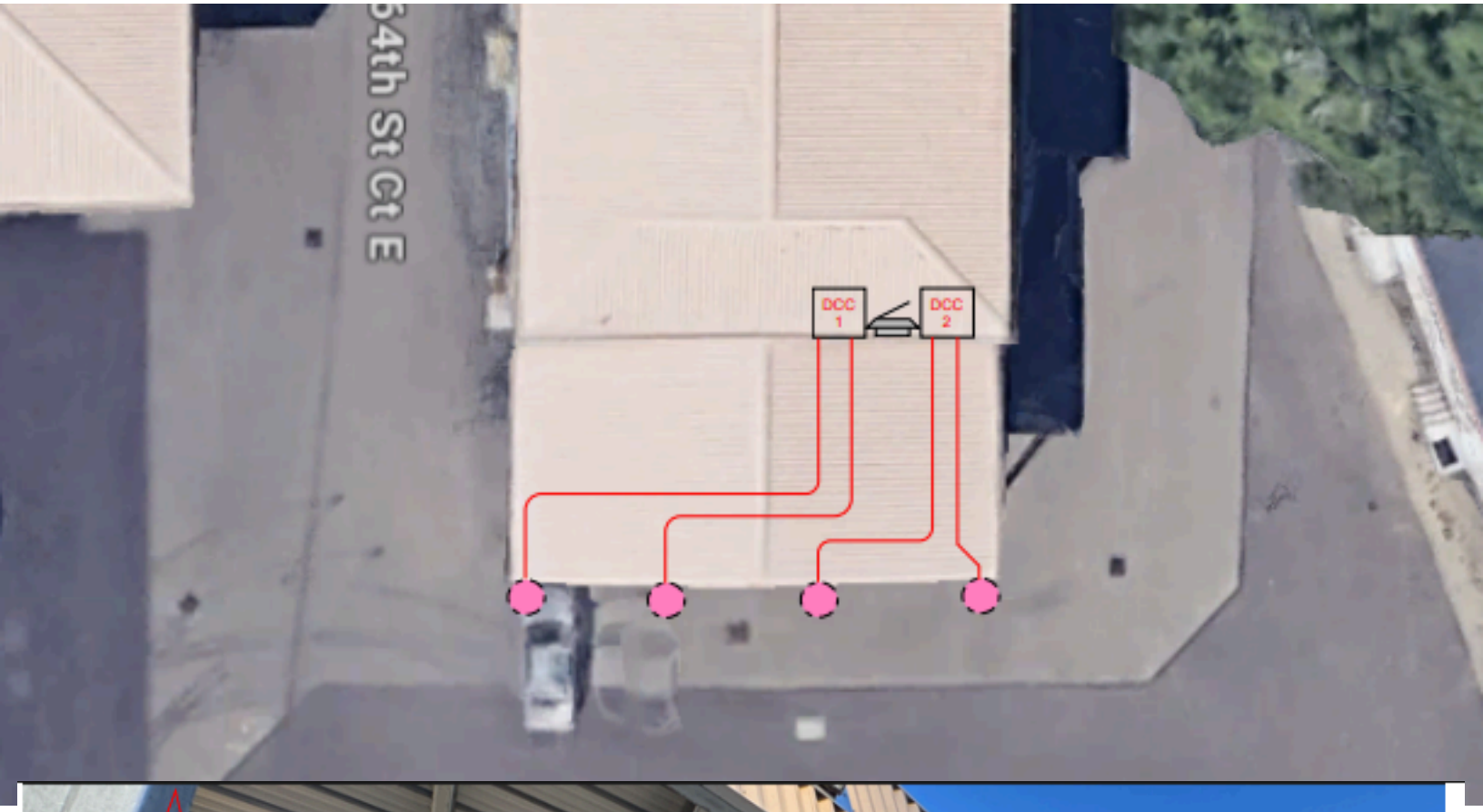
Site Photos



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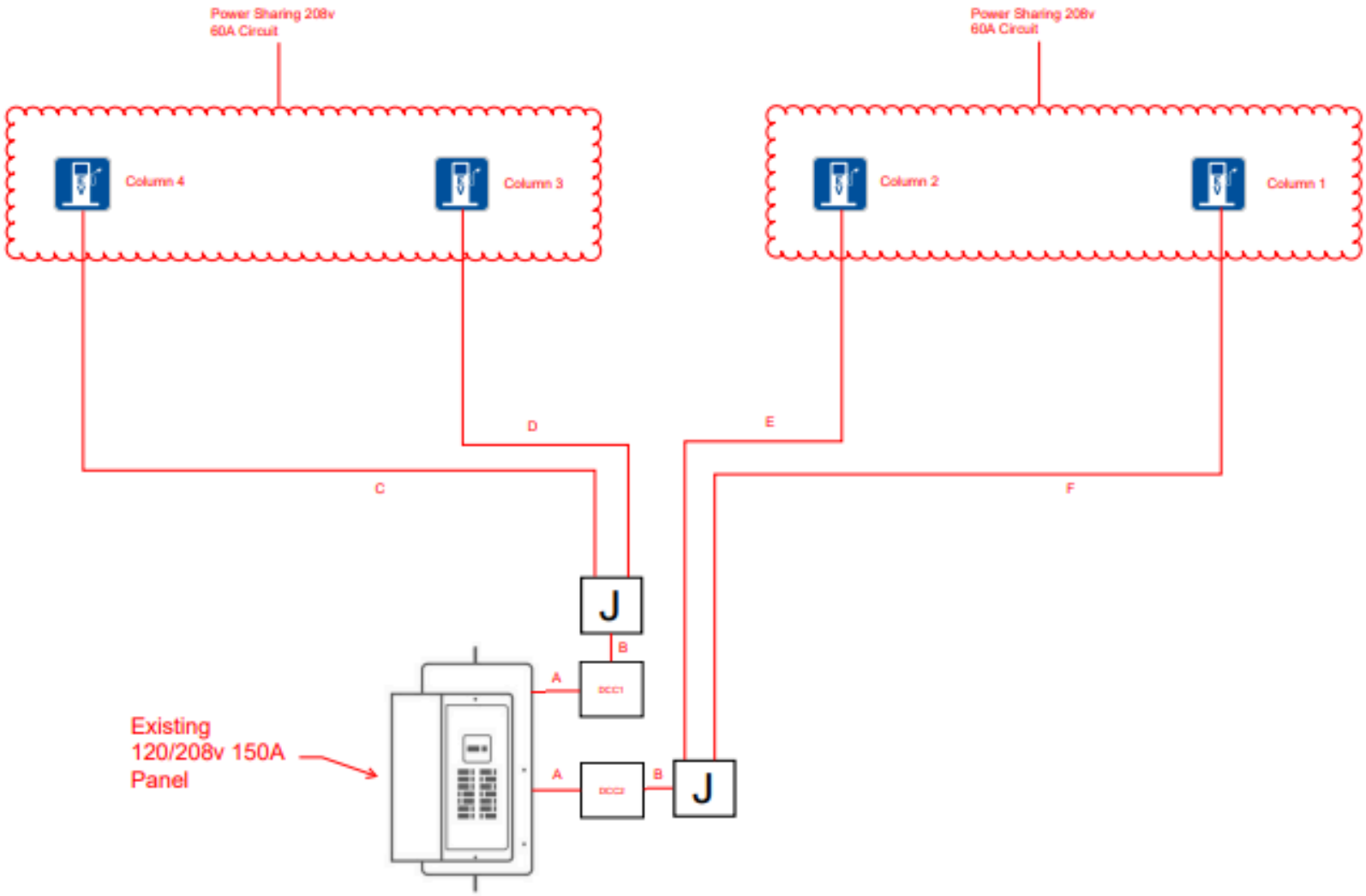
Site Photos

Site Photos



Label	Conduit	Wire	Aprox Length
A	3/4" EMT	(2) 6awg (1) 8awg THHN	12"
B	3/4" EMT	(2) 6awg (1) 8awg THHN	12"
C	3/4" EMT	(2) 6awg (1) 8awg THHN	75'
D	3/4" EMT	(2) 6awg (1) 8awg THHN	100'
E	3/4" EMT	(2) 6awg (1) 8awg THHN	125'
F	3/4" EMT	(2) 6awg (1) 8awg THHN	150'

Site Photos

DCC-12 Electric Vehicle Energy Management System

ENGLISH

PAT. NO. 10,686,339

Breaker EV charger	Main power supply 60A	70A	80A	90A	100A	125A	150A	200A
30A	✓	✓	✓	✓	✓	✓	✓	✓
60A	■	■	✓	✓	✓	✓	✓	✓
50A	■	■	■	■	✓	✓	✓	✓
60A	■	■	■	■	■	✓	✓	✓

Voltage and wiring	240/208V AC single phase. L1, L2, Neutral, Ground.
Frequency	50 à 60 Hz
Operation temperature	-22°F à 113°F (-30°C à 65°C)
Rated	NEMA 3R
Wire Gauge Size	up to 250 kcmil (MCM)
Dimensions* (H' x W' x D')	11" x 8" x 5"
Total weight*	8 lb (3,63 kg)

*Approximative and can change without notice.

DCC-12 is an energy management system specifically designed to allow the connection of an EV charger to a panel that is at full capacity and would otherwise need a service upgrade.

OPERATION

- Real-time reading of the total power consumption of the home's electrical panel;
- Detects when total power consumption exceeds 80% of main circuit breaker capacity and temporarily de-energizes the EV charger;
- Automatically re-energize the EV charger when the total power consumption of the electrical panel is less than 80% of its capacity for more than 15 minutes.
- Requires one double pole breaker slot available in a panel.

FEATURES

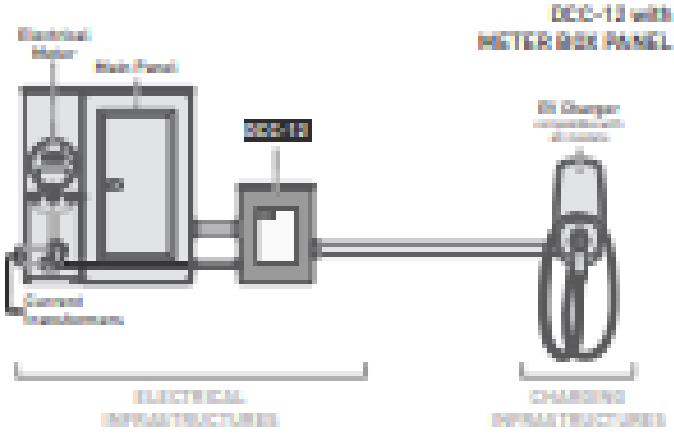
- Does not affect load calculation of a panel.
- Automatic billing of electricity by the utility.
- Can be wall or ceiling mounted.
- NEMA 3R enclosure for outdoor and indoor installation.

INCLUDED

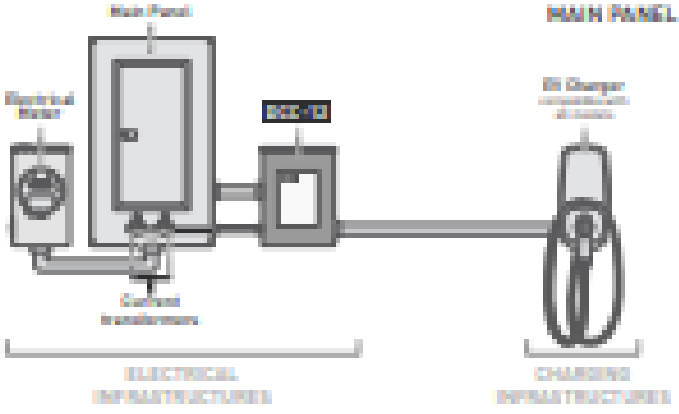
- Electric Vehicle Energy Management System
- Power Relay (Max 60A)
- 2 Split Core Current Transformers (CT)

INSTALLATION EXAMPLES

DCC-12 with METER BOX PANEL.



DCC-12 with MAIN PANEL.



Docusign Envelope ID: 07879FB3-735B-4CB9-98E9-D8B2442C6A7A

Site Photos

Docusign Envelope ID: 07879FB3-735B-4CB9-98E9-D8B2442C6A7A

Site Photos

PUBLIC WORKS COMMITTEE MEETING
DATE: February 4, 2025
AGENDA BILL: 24-757

SUBJECT: Elm Street Sidewalks - Construction Change Order **CATEGORY:** Consent

BUDGET IMPACT:
Expenditure Required: $39,179.53 Within Budget Allocation: Yes

ATTACHMENTS:
1. Change Order #1

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:
The Elm St Sidewalks project consists of a new sidewalk segment that extends the existing sidewalk along the north side of Elm St that ended just west of Wright Avenue, and continued the sidewalk to Bonney Avenue, allowing for better and safer access to Seibenthaler Park. The project also includes the installation of a flashing beacon at the crosswalk leading to the park at the intersection of Bonney Ave and Elm Street, along with the construction of curb and gutter and curb ramps on the north side of Elm St.

This change order adds additional work for varying site conditions that were unanticipated and discovered during construction, such as the installation of additional storm catch basins and filling an existing wooden water main. There were also varying site conditions that lead to a tree stump and root removal, the removal of concrete under the asphalt roadway, removing an additional tree that was in the way of the new sidewalk, the removal of additional asphalt, and the installation of temporary crosswalk signs. The original contract amount was $319,703.10, and the change order adds $39,179.53 for a total contract cost of $358,882.63. With a 10% contingency for any future change orders, the new authorized amount is $394,770.90.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 2/4/2025
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion approving a change order to C. Denney Construction, LLC's Construction Contract for the Elm St Sidewalks (CIP 23-02), increasing the contract amount to a total authorized amount not-to-exceed $394,770.90, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.

CITY OF SUMNER WASHINGTON

1104 MAPLE STREET, SUMNER WA 98390

PUBLIC WORKS DEPARTMENT
Suite 260
253-299-5700 Fax: 253-299-5539

CHANGE ORDER NO. #01:
Miscellaneous

NAME OF CONTRACTOR, CONSULTANT, OR VENDOR: **C. Denney Construction, LLC**

CONTRACT NAME & PROJECT NUMBER: **Elm St Sidewalks, CIP 23-02**

ORIGINAL CONTRACT DATE: **July 2, 2024**

This Change Order amends the above-referenced contract; all other provisions of the contract that are not inconsistent with this Change Order shall remain in effect. For valuable consideration and by mutual consent of the parties, the project contract is modified as follows:

1. Section I of the Agreement, is hereby modified as follows:

New Pay Item CO01-1, "Tree Stump and Root Removal, LS" is added at a lump sum price of $8,575.86 to the contract to compensate the Contractor for all additional costs associated with the removal of the tree stump and root system.

New Pay Item CO01-2, "Type 1L Catch Basin Complete, LS" is added at a price of $10,500 each to the contract to compensate the Contractor for all additional costs associated with the installation of the additional catch basins and storm line realignment.

New Pay Item CO01-3, "CDF of Existing Wooden Water Main, LS" is added at a lump sum price of $5,111.70 to the contract to compensate the Contractor for all additional costs associated with the filling of the existing Wooden Water Main with CDF of which was found during excavation.

New Pay Item CO01-4, "Additional Concrete Roadway Panel Removal, LS" is added at a lump sum price of $3,064.47 to the contract to compensate the Contractor for all additional costs associated with removing the additional concrete roadway.

New Pay Item CO01-5, "Removal of Additional Tree & Stump, LS" is added at a lump sum price of $1,943.22 to the contract to compensate the Contractor for all additional costs associated with removing an additional tree that was causing sidewalk damages.

New Pay Item CO01-6, "Additional Asphalt Demolition, LS" is added at a lump sum price of $9,292.47 to the contract to compensate the Contractor for all additional costs associated with removing the additional asphalt in the roadway to allow for better final roadway restoration.

New Pay Item CO01-7, "Temporary Crosswalk Signs, LS" is added at a lump sum price of $691.81 to the contract to compensate the Contractor for all additional costs associated with the installation of temporary crosswalk signs while the RRFBs are awaiting delivery.

2. The contract amount and time for performance provisions of are hereby modified as follows:

Original Contract Sum, including applicable alternates and WSST	$ 319,703.10
Net Change by Previous Change Orders *(incl. applicable WSST)*	$ 0
Current Contract Sum *(incl. Previous Change Orders)*	$ 319,703.10

Current Change Order	**$ 39,179.53**
Applicable WSST Tax on this Change Order	$ 0
Revised Contract Sum	$ 358,882.63

Original Time for Completion	**100 Working Days**
Revised Time for Completion under prior Change Orders	**100 Working Days**
Days Required ± for this Change Order	**0 Working Days**
Revised Time for Completion	**100 Working Days**

The Contractor accepts all requirements of this Change Order by signing below. Also, pursuant to the above-referenced contract, Contractor agrees to waive any protest it may have regarding this Change Order and acknowledges and accepts that this Change Order constitutes final settlement of all claims of any kind or nature arising from or connected with the work described in this Change Order, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits.

The parties whose names appear below represent that they are authorized to enter into this contract modification, which is binding on the parties of this contract.

3. The Contractor will adjust the amount of its performance bond (if any) for this project to be consistent with the revised contract sum shown in section 2, above.

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

CONTRACTOR:	**CITY OF SUMNER:**
By:_____ *(signature)* Print Name:_____ Its_____ *(Title)* DATE:_____	By:_____ *(signature)* Print Name:_____ Its_____ *(Title)* DATE:_____
	APPROVED AS TO FORM: _____ Sumner City Attorney

PUBLIC WORKS COMMITTEE MEETING
DATE: February 4, 2025
AGENDA BILL: 25-69

SUBJECT: Maple Street Pedestrian Signal and Citywide Backplates - Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:
Expenditure Required: $841,240.40 Within Budget Allocation: Yes

ATTACHMENTS:
1. Public Works Contract

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:
This project will replace an existing rectangular rapid flashing beacon pedestrian sign with a pedestrian signal across Traffic Avenue at Maple Street and install retroreflective signal backplates throughout the City at City-owned traffic signals where they are not currently installed.

Ten (10) bids were received on January 21, 2025 for this project. The lowest responsible bidder was submitted by Active Construction, Inc., with a bid amount of $764,764.00. With a 5% construction contingency, the low bid is $841,240.40. The engineer's estimate for this project was $731,315.00.

The Contractor will have fifty (50) days to complete the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
MEETING/STUDY SESSION DATE: 2/4/2025
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Active Construction, Inc., in an amount not-to-exceed $841,240.40 for the Maple St Pedestrian Signal and Citywide Backplates (CIP 21-11), substantially in a form approved by the City Attorney.

PUBLIC WORKS CONTRACT
between City of Sumner and

Active Construction, 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 Active Construction, 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

Maple Street Pedestrian Signals & Citywide Backplates (CIP 21-11)

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 participation to the Contractor. Upon execution of this Contract, the Contractor shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

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

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

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

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

CONTRACTOR:	**CITY OF SUMNER:**
By:_____ *(signature)* Print Name:_____ Its_____ *(Title)* DATE:_____	By:_____ *(signature)* Print Name: Kathy Hayden Its Mayor *(Title)* DATE:_____ By:_____ *(signature)* Print Name: Jason Wilson Its City Administrator *(Title)* DATE:_____ Attest: Approved as to form: _____ _____ City Clerk City Attorney DATE:_____ DATE:_____
NOTICES TO BE SENT TO: **CONTRACTOR:** David Petersen Active Construction, Inc. PO Box 430 Puyallup, WA 98371 253-248-1091 davidp@activeconstruction.com	**NOTICES TO BE SENT TO:** **CITY OF SUMNER:** Courtney Littrell, Assistant Engineering Manager City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5710 courtneyl@sumnerwa.gov

PROPOSAL

To: City of Sumner

1. Pursuant to and in compliance with your Advertisement for Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the project related to those items herein bid, being aware of the local conditions affecting the performance of a Contract covering the items bid, having knowledge of the cost of the work at the place where the work is to be done and having familiarized himself with the Contract Documents, hereby proposes and agrees to perform the work and/or to furnish the equipment, any or all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform a Contract covering any or all of those items herein bid and to complete in a workmanlike manner all work covered by said Contract in connection with the Owner's **MAPLE STREET & TRAFFIC AVENUE PEDESTRIAN SIGNAL AND CITYWIDE TRAFFIC SIGNAL BACKPLATES PROJECT, CIP 21-11**, for the amounts stated below.

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

MAPLE STREET & TRAFFIC AVENUE PEDESTRIAN SIGNAL AND CITYWIDE TRAFFIC SIGNAL BACKPLATES PROJECT

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEM	SECTION	UNIT PRICE	AMOUNT
1.	FA	EST.	Minor Change	1-04.4 SP	$10,000	$10,000.00
2.	1	L.S.	ADA Features Surveying	1-05.4 SP	$7500.00	$7500.00
3.	1	L.S	Record Drawings (Min. Bid $5,000)	1-05.18 SP	$5000.00	$5000.00
4.	1	L.S	SPCC Plan	1-07.15	$150.00	$150.00
5.	FA	EST.	Property Restoration	1-07.16 SP	$5,000	$5000.00
6.	1	L.S	Mobilization	1-09.7	$75,000.00	$75,000.00
7.	1	L.S.	Project Temporary Traffic Control (Min Bid $10,000)	1-10.5 SP	$37,001.00	$37,001.00
8.	FA	EST.	Work Zone Safety Contingency	1-10.5 SP	$10,000	$10,000.00
9.	41	S.F.	Construction Signs Class A	1-10.5	$20.00	$820.00

MAPLE STREET & TRAFFIC AVENUE PEDESTRIAN SIGNAL AND CITYWIDE TRAFFIC SIGNAL BACKPLATES PROJECT

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEM	SECTION	UNIT PRICE	AMOUNT
10.	1	L.S.	Clearing and Grubbing	2-01.5	$5000.00	$ 5000.00
11.	FA	EST.	Roadside Cleanup	2-01.5	$5,000	$5000.00
12.	1	L.S.	Removal of Structures and Obstructions	2-02.5 SP	$10,000.00	$ 10,000.00
13.	145	S.Y.	Removing Asphalt Conc. Pavement	2-02.5 SP	$85.00	$12,325.00
14.	70	S.Y.	Removing Cement Conc. Sidewalk	2-02.5 SP	$21.00	$1470.00
15.	55	L.F.	Removing Cement Conc. Curb and Gutter	2-02.5 SP	$10.00	$ 550.00
16.	40	C.Y.	Roadway Excavation, Incl. Haul	2-03.5 SP	$52.00	$2080.00
17.	4	EA	Potholing	2-05.5 SP	$600.00	$2400.00
18.	70	TON	Crushed Surfacing Top Course	4-04.5	$53.00	$3710.00
19.	70	TON	HMA CL. 1/2 In. PG 64-22	5-04.5	$291.00	$ 20,370.00
20.	1	L.S.	Erosion Control and Water Pollution Prevention	8-01.5	$5700.00	$ 5700.00
21.	55	L.F.	Cement Conc. Traffic Curb and Gutter	8-04.5	$73.00	$4015.00
22.	21	L.F.	Cement Conc. Pedestrian Curb	8-04.5	$73.00	$ 1533.00
23.	50	S.Y.	Cement Conc. Sidewalk	8-14.5	$106.00	$ 5300.00
24.	1	EA.	Cement Conc. Ramp Type Parallel A	8-14.5	$3600.00	$3600.00

MAPLE STREET & TRAFFIC AVENUE PEDESTRIAN SIGNAL AND CITYWIDE TRAFFIC SIGNAL BACKPLATES PROJECT

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEM	SECTION	UNIT PRICE	AMOUNT
25.	1	EA.	Cement Conc. Ramp Type Perpendicular A	8-14.5	$ 3500.00	$ 3500.00
26.	60	S.F.	Detectable Warning Surface	8-14.5	$ 53.00	$ 3180.00
27.	1	L.S.	Maple Street & Traffic Avenue Traffic Signal System, Complete	8-20.5 SP	$ 427,000.00	$ 427,000.00
28.	1	L.S.	Citywide Traffic Signal System Modifications, Complete	8-20.5 SP	$ 87,000.00	$ 87,000.00
29.	1	L.S.	Permanent Signing	8-21.5 SP	$ 5000.00	$ 5000.00
30.	70	L.F.	Plastic Stop Line	8-22.5	$ 20.00	$ 1400.00
31.	320	S.F.	Plastic Crosswalk Line	8-22.5	$ 13.00	$ 4160.00

Bid Total $ 764,764.00

EXHIBIT B

CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

_____,
Active Construction, Inc.

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of " federally assisted construction con tract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-l.4(b), in accordance with Executive Order 11246, " Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

(1) Minimum wages.

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

(ii)

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

(G) Clean Air Act (42 U.S .C. 7401-767lq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-767lq) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

(I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to par ties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), " Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

PUBLIC WORKS COMMITTEE MEETING
DATE: February 4, 2025
AGENDA BILL: 25-68

SUBJECT: Ordinance No. 2919 - Updating SMC 12.30 Truck Routes **CATEGORY:** Ordinance

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

ATTACHMENTS:
1. Ordinance No. 2919 - Truck Routes Update

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:
Truck routes in the City of Sumner have been established and are indicated in the Sumner Municipal Code Chapter 12.30, Truck Routes. Recently, street names have been updated, which has made some of the code language inaccurate.

This code update is to update the street names that have since changed, and to add a new truck route segment.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
MEETING/STUDY SESSION DATE: 2/4/2025
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion to adopt Ordinance No. 2919, revising sections of Chapter 12.30 Truck Routes, substantially in the form as approved by the City Attorney.

ORDINANCE NO. 2919
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SECTION 12.30.040 OF SUMNER MUNICIPAL CODE ENTITLED TRUCK ROUTES ESTABLISHED.

WHEREAS, the names of certain truck routes previously established have changed, requiring tis section of City code to be updated: and

WHEREAS, the City find it necessary and appropriate to add an additional roadway segment to the established truck routes.

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

Section 1. The City of Sumner Municipal Code Chapter 12.30 entitled Truck Routes shall be revised as detailed in the attached Exhibit A.

Section 2. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity off the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

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

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

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this 18th day of February, 2025.

Mayor Kathy Hayden

ATTEST:

City Clerk Michelle Converse, CMC

APPROVED AS TO FORM:

Andrea Marquez, City Attorney

Date Adopted: ***xx/xx/xx***
Date of Publication: ***xx/xx/xx***
Effective Date: ***xx/xx/xx***

EXHIBIT A

12.30.040 Truck routes established.

There are established within the city the following truck routes:

A. Washington State Route 167 within the Sumner corporate limits.

B. Washington State Route 410 within the Sumner corporate limits.

C. East Valley Highway from Puyallup Street to the Sumner corporate limits.

D. Washington State Route 162 within the Sumner corporate limits.

E. Traffic Avenue.

F. Fryar Avenue.

G. 142nd Avenue East from its intersection with Tacoma Avenue to 24th Street East.

H. Puyallup Street.

I. 24th Street East from 142nd Avenue East to the West Valley Highway.

J. 136th Avenue East from 24th Street East to 16th Street East.

K. Tacoma Avenue.

L. ~~Valley Avenue East from Bridge Street to the Sumner corporate limits.~~ Cannery Way from Sumner Heights Drive to Valley Avenue East.

M. 140th Avenue East between 24th Street East and 16th Street East.

N. West Valley Highway from the north city limits at 16th Street East southerly to its intersection of Sumner Heights Drive.

O. Sumner Heights Drive between West Valley Highway and ~~Valley Avenue East~~ Cannery Way.

P. Valley Avenue East from Cannery Way to Sumner corporate limits. (Ord. 2264 § 1, 2008: Ord. 2123 § 1, 2005: Ord. 2060 § 1, 2003: Ord. 1978 § 1, 2001: Ord. 1872 § 1, 1999: Ord. 1822 § 1 (part), 1998)

PUBLIC WORKS COMMITTEE MEETING
DATE: February 4, 2025
AGENDA BILL: 25-81

SUBJECT: Heritage Park Remediation - Consultant Services Amendment **CATEGORY:** Consent

BUDGET IMPACT:
Expenditure Required: $41,263 Within Budget Allocation: Yes

ATTACHMENTS:
1. Amendment with Scope & Fee

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

SUMMARY BACKGROUND:
The City of Sumner owns the property at 914 Kincaid Avenue, Sumner WA known as the "Former Sumner Texaco Property". The site is on the Department of Ecology's Confirmed Contaminated Sites List under Site ID 8200. The City desires to undertake a voluntary cleanup for the subject property with the intent to obtain a No Further Action letter from the Washington State Department of Ecology.

The City contracted with PBS Engineering and Environmental, Inc. through a qualification-based selection process. PBS completed the Voluntary Cleanup Program Application, which was submitted to the Department of Ecology in August 2024 and is further contracted to complete a Feasibility Study. This amendment adds funding for the consultant to continue to sample the monitoring wells quarterly to document progress of the remediation. The previous contract amount was $289,158 and this amendment adds $41,263 for a total contract cost of $330,421.

COUNCIL COMMITTEE/STUDY SESSION: **Public Works Committee**
MEETING/STUDY SESSION DATE: 2/4/2025
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion approving a supplement to PBS's Consultant Services Contract for the Heritage Park Remediation project (CIP 22-04), increasing the contract amount by $41,263 to a total authorized amount not-to-exceed $330,421, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.

CITY OF SUMNER WASHINGTON

AMENDMENT NO. 3

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **PBS Engineering and Environmental**

CONTRACT NAME & PROJECT NUMBER: **Sumner Texaco Remediation (CIP 22-04)**

ORIGINAL AGREEMENT DATE: **July 6, 2022**

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

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

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

See Exhibit A

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

Original Contract Sum, *including applicable WSST*	**$104,773.00**
Net Change by Previous Amendments *including applicable WSST*	**$184,385.00**
Current Contract Amount *including all previous amendments*	**$289,158.00**

Current Amendment Sum	**$41,263.00**
Applicable WSST Tax on this Amendment	**$N/A**
Revised Contract Sum	**$330,421.00**

Original Time for Completion *(insert date)*	**12/31/2026**
Revised Time for Completion under prior Amendments *(insert date)*	**N/A**
Add'l Days Required (±) for this Amendment	**N/A** calendar days
Revised Time for Completion *(insert date)*	**N/A**

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

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

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

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

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

January 29, 2025

Alisa O'Haver-Ayala, PE, CCM
Public Works Deputy Director – Engineering/City Engineer
City of Sumner
1104 Maple Street, Suite 260
Sumner, Washington 98390

Via email: alisao@sumnerwa.gov

Regarding: Revised Proposal to Provide Environmental Services
Sumner Texaco Heritage Park Remediation
914 Kincaid Avenue, Sumner, Washington
PBS Proposal No. 41825.000

Dear Alisa:

PBS Engineering and Environmental LLC (PBS) is pleased to submit this proposal to the City of Sumner (City) to provide environmental services at Reuben A. Knoblauch Heritage Park located at 914 Kincaid Avenue in Sumner, Washington (Site).

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

BACKGROUND

The Site was operated as a gasoline service station from approximately 1944 to 1990. In 1990 the underground storage tanks (USTs) storing fuel at the site were decommissioned by removal, and the site was later redeveloped as a municipal park. A subsurface investigation was conducted to evaluate the presence of potential contamination in 2010 and 2011. The site is currently listed on the Washington State Department of Ecology's (Ecology) Confirmed and Suspected Contaminated Sites List (CSCSL) under Facility Site ID 18295642, Cleanup Site ID 8200. The listing is due to the confirmed presence of gasoline and fuel additives in site soil and groundwater at concentrations exceeding state cleanup levels established by Ecology. While the site is subject to regulations established in Ecology's Model Toxics Control Act (MTCA), it is noted that environmental conditions at the site are also regulated by Tacoma-Pierce County Health Department (TPCHD).

PBS performed a Remedial Investigation (RI) at the site in July and August 2022. The draft RI report was initially completed in May 2023. Additionally, PBS performed a remedial injection pilot test and installed a permeable reactive barrier (PRB) at the Site in December 2022 and January 2023, respectively. However, following completion of these activities, several data gaps were identified to fully characterize the extent of contamination at the Site, as required by an RI. The data gaps included an undefined downgradient extent of groundwater contamination, and a vapor intrusion (VI) evaluation for downgradient buildings located on private properties on the west side of Cherry Avenue, that had not been completed. A data gaps investigation was conducted in November 2023 and included installation of additional wells and a vapor intrusion evaluation. Data from sampling from the expanded

monitoring well network and the vapor intrusion evaluation were included in a revised RI that was submitted to Ecology in July 2024.

PROJECT UNDERSTANDING AND APPROACH

Continued quarterly groundwater monitoring of on-site wells is needed to monitor contaminant concentrations and establish trends over time. An additional task is included for four groundwater monitoring events to complete quarterly monitoring through the fourth quarter of 2025.

Following the response from Ecology regarding the submitted RI report, additional data gaps may need to be resolved.

SCOPE OF WORK

PBS proposes the following scope of work for quarterly groundwater monitoring of the six existing on-site wells. Six wells will be sampled for four quarters in addition to the three groundwater monitoring events which were completed in 2024. In addition, additional fees are included for the previously awarded scope of work that was included in the May 19, 2022 proposal to complete the Feasibility Study under Task 6. Because the Task 6 Feasibility Study work has not yet been completed and PBS hourly rates have increased over the 3-year period, the revised fee is included using 2025 rates, with the original 2022 fee deducted.

Task 1: Meetings/Project Management/Regulatory Reporting

This task will cover project meetings with Ecology and the client, project management, and reporting to Ecology that is required, including requests from Ecology.

Task 2: Groundwater Monitoring and Reporting

PBS has conducted three quarterly groundwater monitoring events beyond the previously planned quarterly groundwater monitoring events described in the Proposal for Data Gaps Investigation and Groundwater Monitoring dated March 28, 2023. PBS will perform at least four additional quarterly groundwater monitoring events sampling all existing monitoring wells MW-1 through MW-6 through the fourth quarter of 2025.

Groundwater samples will be collected using a peristaltic pump and disposable tubing. One groundwater sample will be collected from each well. Additionally, one duplicate groundwater sample will be collected from one of the monitoring wells. Up to 7 groundwater samples will be submitted to an Ecology accredited laboratory for the following analyses:

- Gasoline by Method NWTPH-Gx
- BTEX by EPA Method 8260
- Lead by EPA Method 6020

Upon completion of each groundwater monitoring event, a brief letter report will be prepared summarizing the results of the event. Quarterly groundwater monitoring reports will be provided to the client for review and comment prior to submittal to Ecology.

Wastewater in the form of purge water from groundwater sampling will be containerized in a sealed, labeled 55-gallon drum(s) on-site throughout monitoring events. The drums will be disposed of and replaced when they become full. The drums are expected to have capacity for containerization of wastewater from all six monitoring events. Costs for drum disposal are included here. It is assumed the drums will be disposed of at a later date in conjunction with future waste pickups from the Site.

Task 2: Feasibility Study

Following Ecology acceptance of an RI report, PBS will prepare a Feasibility Study (FS) Report to evaluate cleanup alternatives for site remediation. The FS will not be prepared until Ecology has issued an opinion stating that contamination at the site is fully delineated, and a technical consultation with the Ecology VCP project manager has been held. Any budget approved for the FS task in this proposal will be held until completion and Ecology acceptance of the RI report, and preparation of the FS can begin.

DELIVERABLE

Upon receiving final laboratory analytical testing reports, PBS will prepare an electronic copy of its report that will include a description of field activities, a table of analytical results, risk screening, boring logs, figures, laboratory reports, and recommendations (if any).

COMPENSATION ESTIMATE

PBS proposes to provide the scope of work on a time and materials basis. The following outlines the estimated costs associated with the scope services.

Task 1: Meetings/Project Management/Regulatory Reporting

Engineer VII (20 hours at $235/hr)	$4,700
Senior Geologist II (20 hours at $180/hr)	$3,600
Project Administration (2 hours at $105/hr)	$210
CAD Tech II (4 hours at $125/hr)	$500
Estimated Subtotal	**$9,010**

Task 2: Groundwater Monitoring Per Event (includes report)

Engineer VII (4 hours at $235/hr)	$940
Project Geologist II (14 hours at $145/hr)	$2,030
Staff Geologist I (16 hours at $110/hr)	$1,760
Project Administration (2 hours at $105/hr)	$210
CAD Tech II (2 hours at $125/hr)	$250
Laboratory Analysis (7 gw samples for Gx, BTEX, Lead)	$1,170
IDW Disposal	$600
Reimbursable Expenses	$500
Estimated Subtotal Per Event	**$7,460**
Estimate Subtotal for 4 Events	**$29,840**

Task 6: Feasibility Study (2025 Rates)

Engineer VII (24 hours at $235/hr)	$5,640
Sr. Project Manager VI (4 hours at $235/hr)	$940
Project Geologist II (20 hours at $145/hr)	$2,900
Senior Geologist II (12 hours at $180/hr)	$2,160
CAD Tech II (14 hours at $125/hr)	$1,750
Estimated Subtotal	**$13,390**
Less Previously Awarded Amount (Initial Contract 2022)	**-$11,028**
Less Previously Awarded Amount (Supplement 2)	**-$2,480**
Plus Previously Invoiced Amount (Invoice 0041825.000 – 8)	**+$2,533.97**
Estimated Remaining Subtotal	**$2,415.97**

Estimated Total	**$41,265.97**

PBS will consult with the Client prior to incurring additional costs beyond those included in this proposal. This cost estimate includes all labor, materials, transportation, equipment, and other expenses required to complete the work described.

The fees and terms under which these services are provided will be in accordance with the attached PBS Standard Terms and Conditions for Professional Services (Rev. 09/2024). The Terms and Conditions and this proposal constitute the entire agreement (Agreement) between the parties and may not be changed without prior written consent of the parties.

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

SCHEDULE

PBS is available to begin work on this project immediately upon receipt of a signed copy of this Agreement.

ASSUMPTIONS

- Costs for disposal of investigation-derived waste (IDW) are for up to two 55-gallon drums of non-hazardous, Washington State non-dangerous waste. Should waste water be profiled as hazardous waste or the number of drums exceed two, additional costs for waste disposal will be incurred.
- An RI report was submitted to Ecology. Depending on Ecology's review of the RI, if additional data gaps are identified and additional data collection beyond that presented in this proposal is required, PBS will provide a change order for additional data collection and update the report, depending on client preference.
- The scope of work presented in this proposal includes six groundwater monitoring events. Costs for additional groundwater monitoring events will be provided in future proposals.

LIMITATIONS OF SCOPE

This study will be limited to the tests and locations/depths indicated in the described scope of work. The Site may have other concerns that will not be characterized by this study and further assessment may be warranted. The findings and recommendations will represent PBS' professional opinions based on the currently available information and are arrived at in accordance with currently accepted professional standards. PBS is not able to represent conditions on the Site beyond those detected or observed by PBS.

JOBSITE SAFETY

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

APPROVAL

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

Please feel free to contact me at 206.766.7640 or melanie.young@pbsusa.com with any questions or comments.

Sincerely,

Melanie Young, PE
Senior Environmental Engineer
PBS Engineering and Environmental LLC

ACCEPTED BY:
City of Sumner

_____
Signature of Authorized Representative

_____
Name (Please Print)

_____
Title Date

cc: Michael Kosa

Attachment(s): PBS Standard Terms and Conditions for Professional Services (Rev. 09/2024)
2025 Hourly Rate Schedule

MA:MY

PBS Engineering and Environmental LLC

Standard Terms and Conditions for Professional Services

These Standard Terms and Conditions for Professional Services ("Terms and Conditions") are attached to and made part of the letter proposal and scope of work (collectively, the "SOW") from PBS Engineering and Environmental LLC ("PBS") to Client (as defined in the letter proposal). The Terms and Conditions and the SOW (collectively, the "Agreement") represent the entire and integrated agreement between Client and PBS. This Agreement supersedes all prior negotiations, representations, or agreements, written or oral. If there are any inconsistencies between the SOW and the Terms and Conditions, the SOW shall control. Any services outside the SOW will be considered an "extra" and billed directly to the Client, outside of the contract amount, on a "Time and Materials" basis in accordance with PBS' currently established bill rates and these Terms and Conditions.

The Agreement memorializes the contractual obligations of PBS and Client with respect to PBS' delivery of professional consulting services to Client as an engineer, consultant, or owner representative.

RECITALS

NOW, THEREFORE, in consideration of the mutual agreements, representations, promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES; ACCESS TO PROPERTY; SITE CONDITIONS.

(a) Scope of Services – The scope of Services to be provided by PBS for Client shall be specified in the Proposal. PBS' employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay PBS' legal expenses, administrative costs and fees pursuant to PBS' then current fee schedule for PBS to respond to any subpoena.

(b) Access to Property; Permits – Client grants or shall obtain for PBS, its subcontractors, affiliates, agents, directors, officers, and employees (individually, a "PBS Party", and collectively, "PBS Parties") authority to enter upon Client's property and the property of others and shall provide all access as necessary, including access for all necessary equipment, to perform the Services. Client warrants that it has obtained (or will obtain prior to performance of the Services) all necessary permits required in connection with the performance of the Services.

(c) Site Conditions – Client hereby acknowledges and agrees that (i) PBS is not, and has no responsibility as an owner, handler, generator, operator, treater, storer, arranger, transporter or disposer of hazardous or toxic substances found or identified during the performance of the Services; and (ii) Client shall undertake to arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified. Client further acknowledges and agrees that (i) Client may be requesting PBS to undertake services or work for the benefit of Client involving the presence or potential presence of hazardous substances; and (ii) PBS may be exposed to claims arising out of, or involving actual, alleged, or threatened discharge, disposal or release or escape of hazardous or potentially hazardous pollutants including, but not limited to, solid, liquid, gaseous or thermal irritants or contaminants including smoke, water, vapor, soot, fumes, acids, alkalis, chemicals, wastes, and waste materials, and Client understands and agrees that PBS shall only be responsible for losses which directly result from PBS' negligence.

2. PBS' RESPONSIBILITIES; COMPENSATION; TERMS OF PAYMENT.

(a) PBS' Responsibilities – Except as otherwise provided in a specific Proposal, PBS shall furnish all labor, materials, tools, equipment and supervision necessary to perform the Services. PBS shall be responsible for the means and methods used in performing the Services and shall be responsible only for its activities and those of the PBS Parties.

(b) Compensation – Client shall pay PBS, as compensation for Services, the fees and costs specified in the applicable Proposal. Services performed by any subconsultants or subcontractors will be invoiced at cost plus 15 percent (15%). Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial database search providers, and computer programming. Remediation, Abatement, General Construction and Software services will be invoiced as quoted.

(c) Terms of Payment – All billing and expense submissions shall be submitted by PBS to Client monthly. If Client objects to all or any portion of any invoice, Client shall notify PBS in writing within fifteen (15) days after Client's receipt of such invoice, giving the reasons for Client's objection. The parties shall cooperate in good faith to resolve any disputed invoice amounts as expeditiously as possible. Payment on undisputed invoice amounts is due upon receipt of invoice by Client and is past due thirty (30) days from the date of the invoice. Client shall pay an additional charge of one and one-half percent (1.5%) per month on past due accounts. If requested by Client in writing, PBS shall provide appropriate lien waivers from PBS and, if applicable, its subcontractors and affiliates, for Services performed, contingent upon receipt of payment in full for such Services. There will be a 3% fee charged to Client in addition to the invoiced amount for any payments made by credit card. Client agrees to pay attorneys' fees, legal costs and all other collection costs incurred by PBS in pursuit of past due payment. In addition, any amounts due or to become due under this Agreement and /or any property of Client in possession of PBS may be set off by PBS and applied to the payment, in whole or in part, of any amounts owed by Client to PBS, whether such amounts are owed under this Agreement or any other agreements or circumstances. PBS' right to set off shall be without obligation to do so and shall be in addition to any other rights or remedies available to PBS.

(d) Retainer Fee for Services – If required in the Proposal, Client shall pay a retainer to PBS for the Services in the amount of _____ ($_____) upon entering into this Agreement. This retainer is non-refundable. PBS shall bill first to the retainer. Upon depletion of the retainer, Client shall pay additional fees and costs, if any, upon presentment of an invoice by PBS as set forth in **(b)** and **(c)** above.

(e.) Personal Guarantee – If required by the Proposal, Client's principals shall execute the PERSONAL GUARANTEE AGREEMENT, attached as Exhibit A and incorporated herein by reference.

3. INDEPENDENT CONTRACTOR. PBS shall act solely as an independent contractor in performing the Services, and nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, principal and agent, partners or joint ventures between Client and PBS. Except as otherwise provided in this Agreement or in a specific Proposal under which PBS is performing Services, PBS shall have no right or authority to act for Client. PBS shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of PBS and its employees.

4. CONFIDENTIALITY. Each party shall use commercially reasonable efforts to keep confidential all data and information furnished by the other party under this Agreement. This confidentiality obligation shall not apply to data or information: (i) within the public domain; (ii) previously known to the receiving party prior to its disclosure; (iii) obtained from third parties without violating any confidentiality agreement; (iv) required, in the opinion of legal counsel, to be produced by any law, subpoena, or court order; or (v) required, in the opinion of legal counsel, to be produced in the defense of any claim. If, in the opinion of legal counsel, a party is required to produce information by subpoena or court order, such party shall first provide prompt notice to the other party in order to allow the party an opportunity to seek a protective order or other appropriate remedy. Client agrees that PBS shall be permitted to use Client's name and logos in PBS' marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by PBS is to be considered confidential and proprietary and shall not be released or disclosed to a third party without PBS' written consent. All confidential or proprietary reports, drawings, specifications and other technical documents provided to PBS by Client pursuant to this Agreement shall be treated as confidential, and PBS shall not disclose such materials, or any contents thereof, to others without Client's prior written

consent. All such materials shall be returned to Client on request. Each party shall make its respective agents, directors, officers, employees and affiliates having access to such materials aware of this obligation of confidentiality.

5. INSURANCE. PBS, at its expense, shall provide and maintain in effect at all times during the term of this Agreement the following insurance, with limits of liability not less than stated below:

(a) Worker's Compensation, Occupational Disease, Employer's Liability, Disability Benefit and other similar employee benefit insurance in compliance with the statutory limits of the state where the Services are being performed.

(b) Comprehensive General Liability Insurance providing a minimum combined single limit for bodily injury (including death) and property damage of $1,000,000. Such insurance shall include Client as an additional insured for activities arising out of the performance of the Services if so requested by Client.

(c) Comprehensive Automobile Liability Insurance providing a minimum combined single limit for bodily injury (including death) and property damage of $1,000,000.

(d) Professional Liability/Errors and Omissions Insurance with a minimum limit of $1,000,000 per any one claim and in the aggregate.

6. DATA AND INFORMATION; OWNERSHIP OF DOCUMENTS.

(a) Ownership of Client Data. Client shall provide all Client Data relevant to the Services provided by PBS to Client. PBS shall be entitled to rely upon the Client Data provided by Client or others in performing the Services and, PBS assumes no responsibility or liability for the accuracy or completeness of such. Client waives any claim against PBS, and agrees to defend, indemnify and hold PBS harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Client Data provided to PBS by Client or its agents. As between Client and PBS, Client is and will remain the sole and exclusive owner of all right, title, and interest in and to all Client Data, including all Intellectual Property Rights relating thereto, subject only to the limited license granted in Section 6(b).

(i) For purposes of this Agreement, "Client Data" means any and all information, data, materials, works, reports, studies, plans, specifications, documents, expressions, or other information, including any that are (1) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of Client or any authorized user for use in performing the Services, or (2) collected, downloaded, or otherwise received by PBS in connection with the Services from Client or any authorized user pursuant to this Agreement or any Change Order or at the written request or instruction of Client or such authorized user. All output, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, derived from, or otherwise using any Client Data are themselves also Client Data. For the avoidance of doubt, Client Data includes all data from or regarding authorized users, but does not include any PBS Materials.

(ii) For purposes of this Agreement, "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

(iii) For purposes of this Agreement, "PBS Materials" means the Services, and any and all other information, plans, studies, specifications, data, documents, all devices, documents, data, know-how, methods, processes, systems, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, studies, reports, or other writings that are provided or used by PBS or any subcontractor in connection with the Services or otherwise comprise or relate to the Services.

(b) Limited License to Use Client Data. Subject to the terms and conditions of this Agreement, Client hereby grants PBS a limited, royalty-free, fully paid up, non-exclusive, transferable, and sublicensable license to Process the Client Data in the United States strictly as instructed by Client or an authorized user and solely as necessary to provide the Services for Client's benefit as provided in this Agreement for so long as Client or any authorized user uploads or stores such Client Data for Processing by or on behalf of the PBS on any PBS systems.

(i) For purposes of this Agreement, "Process" means to perform any operation or set of operations on any data, information, material, work, expression, or other content, including to (1) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other improvements or derivative works, (2) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or (3) block, erase, or destroy. "Processing" and "Processed" have correlative meanings.

(c) PBS Data and Information. If the Services include the collection of samples and data relative to Client's contemplated purchase, sale or development of certain property, then the Services are performed by PBS with Client's understanding of the subsurface risks. Therefore, although PBS will be responsible for data which is directly the product of its sampling effort, PBS will not be responsible for the independent conclusions, interpretations, interpolations and/or decisions of Client, or others, which are the result of this effort. PBS does not undertake any Services which would result in any recommendation, advice or direction by PBS as to whether Client should or should not proceed to purchase, sell or develop the site in question, but it is understood that Client intends to utilize the data provided by PBS to make its own independent judgment in this respect.

(d) Ownership of PBS Materials. As between Client and PBS, PBS is and will remain the sole and exclusive owner of all right, title, and interest in and to the PBS Materials, including all Intellectual Property Rights relating thereto, subject only to any authorization or license granted to Client in the Proposal or a separate license agreement between PBS and Client. If PBS terminates the Agreement in accordance with the provisions hereof, any license granted by PBS to the Client, prior to termination and subject to the payment of applicable fees, shall continue.

(e) No Implied Rights. Except for the limited license expressly provided: (i) in Section 6(b), nothing contained in this Agreement shall be construed as granting PBS or any third party any right, title, or interest in or to any Client Data; or (ii) in the Proposal or a separate license agreement between PBS and Client, nothing contained in this Agreement shall be construed as granting Client or any third party any right, title, or interest in or to any PBS Materials, in each case (clause (i) and (ii)) whether by implication, estoppel, or otherwise.

7. STANDARD OF CARE; INDEMNITY.

(a) **Standard of Care** – PBS shall perform the Services in a competent, professional manner, consistent with the customary standards of performance by professionals in PBS' profession performing under similar conditions at the same time and locality. Client acknowledges and agrees that PBS has made no other implied or expressed representation, warranty, or condition with respect to the Services performed or provided in accordance with this Agreement. If PBS' services under this Agreement do not include observation or review of contractor performance during construction phase, PBS services are deemed complete on the date the design is completed or if applicable, the date when the approving authority approves the design. Client assumes all responsibility for the application and interpretation of the construction phase review of design.

(b) **Indemnity** – The following indemnity provisions shall control this Agreement:

(i) Subject to the limitation of liability set forth in paragraph (3) below, PBS shall indemnify and hold Client and its agents, officers, directors, and employees (individually, a "Client Party" and collectively, "Client Parties") harmless from and against any and all claims, liabilities, damages, demands,

losses, costs and expenses, including reasonable attorneys' fees and court costs, to the extent directly and proximately caused by : (1) the negligent or wrongful acts or omissions of PBS or an PBS Party while performing the Services; or (2) any breach of this Agreement by PBS. PBS' indemnification obligation shall not arise until an actual finding of negligence or the parties agree prior to an actual finding of negligence.

(ii) Client shall indemnify, defend and hold PBS and the PBS Parties harmless from and against any and all claims, liabilities, damages, demands, losses, costs and expenses, including reasonable attorneys' fees and court costs, to the extent attributable to: (1) the negligent or wrongful acts or omissions of Client or a Client Party; or (2) any breach of this Agreement by Client.

(iii) Notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of PBS and PBS Parties hereunder shall not exceed the greater of (1) $50,000 or (2) PBS' total fee (excluding expense reimbursements) paid for the applicable Services during the immediately preceding twelve (12) month period.

(iv) In the event liability is shared by the parties to this Agreement, each party shall contribute in the amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments. PBS' indemnification obligation shall not arise until an actual finding of negligence or the parties agree prior to an actual finding of negligence.

(v) In no event shall either party be liable or responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, or other special, indirect, incidental, punitive or consequential damages.

8. FORCE MAJEURE. Except for Client's obligation to pay PBS for Services rendered, no liability shall attach to either party from delay in performance or nonperformance caused by circumstances beyond the control of the party affected, including without limitation acts of God, fire, flood, explosion, war, sabotage, labor disputes or shortages, accidents, pandemics, epidemics, action or demand of governmental authority, inability to obtain power, material, equipment or transportation, injunction, labor strikes, and any other similar or dissimilar contingency. An event of force majeure shall extend the completion date of any obligation specified in a Proposal for a time equal to the time the event of force majeure is in existence.

9. CHANGE ORDERS. Following execution of a Proposal, Client may at any time, by written notice to PBS (a "Change Order"), request in good faith changes to the Services covered by such Proposal, consisting of additions, deletions, substitutions or other revisions. Any such additions, deletions, substitutions or other revisions that modify the obligations of PBS must be agreed upon in writing by the parties (along with any adjustment in the compensation to PBS or timing of completion required thereby) before PBS shall proceed with such additions, deletions, substitutions or other revisions. If after a good faith effort by PBS to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the Client, then PBS shall have the right to terminate the applicable Proposal upon written notice to the Client, and Client shall pay PBS for all Services performed and expenses incurred through the date of termination.

10. TERMINATION. Either party may terminate this Agreement at any time and for any reason, upon thirty (30) days prior written notice to the other party. Client shall pay PBS for all Services performed and all expenses incurred in performing the Services prior to any such termination of this Agreement plus all reasonable demobilization costs incurred by PBS if Client terminates this Agreement before PBS has completed its Services. In addition to and/or in lieu of terminating this Agreement, if Client has failed to act on an application for payment from PBS within thirty (30) days after it is submitted, PBS shall have the right to suspend all Services, without prejudice, upon seven (7) days' prior written notice to Client until PBS has received payment of all amounts then due. All reasonable demobilization and other costs incurred by PBS as the result of any such suspension will be paid by Client.

11. SUBSURFACE OPERATIONS. Client shall provide PBS with the identity and location of all subsurface structures, utilities and obstructions known to Client at the applicable property locations. Client agrees to indemnify, defend and hold PBS and the PBS Parties harmless from and against any and all damages, delays, costs, injuries, death, or any claims or demands or causes of action for any of the foregoing, including costs of defense, arising from associated with any subsurface structures, utilities or obstructions that were not called to PBS' attention and correctly shown on the plans furnished to PBS. Client waives any claim against PBS, and agrees to defend, indemnify, and hold PBS harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not called to PBS' attention or accurately located. In addition, Client agrees to compensate PBS for any time spent or expenses incurred by PBS in defense of any such claim with compensation to be based upon PBS' prevailing fee schedule and expense reimbursement policy.

12. WASTE MATERIALS.

(a) Removal of Non-Hazardous Waste – If requested by Client in writing, PBS will remove surplus non-hazardous unregulated waste materials generated by PBS in the course of performing the Services, and will lawfully dispose of same, unless otherwise specified by Client in writing. Except for samples collected or obtained by PBS, PBS shall have no obligation to remove or dispose of hazardous materials from sites where Services are performed, except to the extent that such materials are brought onto the site by PBS or an PBS Party.

(b) Contamination – Client acknowledges that it is impossible for PBS to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although PBS will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save PBS harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. In addition, Client agrees to compensate PBS for any time spent or expenses incurred by PBS in defense of any such claim with compensation to be based upon PBS' prevailing fee schedule and expense reimbursement policy.

(c) Pre-Existing Waste – As used herein, the term "Pre-Existing Waste" shall mean any hazardous or non-hazardous wastes, substances or materials existing at the applicable sites prior to the date that Services are initiated. Client hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed PBS. If applicable to the Services, Client shall furnish to PBS all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials, on or under the site. Upon request, PBS may assist Client in the proper handling, storage, transportation and/or disposal of Pre-Existing Waste in accordance with applicable federal, state and local laws and regulations. Client shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow PBS to complete such Services in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of Pre-Existing Waste. In no event shall PBS take title to or be liable for disposal or remediation costs associated with Pre-Existing Waste.

(d) Discovery of Hazardous Waste – Client recognizes that anticipated or unanticipated hazardous materials or suspected hazardous materials may be discovered on the project site property, whether or not owned by Client, or on any adjacent property to the site. Client recognizes that it is Client's responsibility, and not PBS', to inform the Owner of any affected property not owned by Client of such discovery. Client also recognizes that any such discovery may result in a significant reduction of the property's value. Client agrees that discovery of unanticipated hazardous materials may constitute a changed condition for which PBS shall be fairly compensated. If after a good faith effort by PBS to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been

reached with the Client, then PBS shall have the right to terminate the applicable Proposal upon written notice to the Client.

13. NON-SOLICITATION OF EMPLOYEES. During the term of this Agreement, and for a period of two (2) years thereafter, neither party shall, directly or indirectly, for such party's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have performed Services under this Agreement, without the other party's express written consent. The parties further agree that loss of any such employee would involve considerable financial loss of an amount that could not be readily established. Therefore, in the event that a party should breach this provision and without limiting any other remedy that may be available the breaching party shall pay a sum equal to the employee's current annual salary plus 12 additional months of the employee's current annual salary for training of a new employee as liquidated damages. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a party shall not be considered solicitation of an employee of the other party.

14. CONTROLLING AGREEMENT; MODIFICATION. Any terms and conditions contained in Client's solicitation of proposals, scope of work descriptions, purchase orders, compensation transmittals or any other subordinate agreements (each, a "Subordinate Agreement") that are inconsistent with any terms and conditions contained in this Agreement shall be superseded and governed by this Agreement. This Agreement, including all attachments, contains the entire understanding between the parties with respect to the subject matter hereof, and all prior or contemporaneous promises, representations, agreements or understandings are expressly merged herein and superseded hereby. This Agreement may not be modified, altered, amended or revoked except in writing duly executed by both parties.

15. NOTICES. Any notice required or permitted to be given hereunder shall be in writing, and shall be either personally delivered to the party to whom it is to be sent, or sent by overnight courier service (such as Federal Express) or by U.S. certified or registered mail, return receipt requested, postage prepaid, to the respective addresses of the parties set forth below:

If to Client:

_____
_____
_____
Attn: _____
Facsimile No.: (_____) _____-_____

If to PBS:
PBS Engineering and Environmental LLC
4412 S Corbett Avenue
Portland, OR 97239
503-248-1939

or to such other place as Client or PBS may from time designate by notice to the other. Any such notice shall be deemed given and effective upon receipt thereof by the party to which it is to be sent, provided, however, that (i) notice sent by overnight courier service shall be deemed given and effective upon the next business day after such notice is delivered to or picked up by the overnight courier service, and (ii) notice sent by certified or registered mail shall be deemed given and effective upon the third business day after mailing.

16. GOVERNING LAW; VENUE. This Agreement shall be deemed to be made under and construed in accordance with the laws of the State in which the Services are performed.

17. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and PBS shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and PBS within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against PBS shall be brought within one (1) year of the work or services performed under this Agreement. If Client makes a claim against PBS for any alleged error, omission, or other act arising out of the performance of its professional services, then to the extent the Client fails to prove such claim, Client shall pay all costs including attorney's fees incurred by PBS in defending the claim. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

18. PREVAILING WAGE. This Agreement specifically excludes compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement specifically excludes compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, PBS is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided time to PBS, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of the applicable Proposal shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of any Services and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PBS from any liability resulting from a subsequent determination that prevailing wage regulations cover the Services, including all costs, fines and reasonable attorney's fees.

19. LIMITATION/DISCLAIMER (MOLD). When Services include mold survey/inspection services, such scope of work is, in addition to all other terms and conditions set forth herein, expressly subject to the following disclaimer:

> Client hereby acknowledges and agrees: (i) PBS makes no claims that all areas of mold growth will be identified during the Work; (ii) if present, hidden mold, such as behind walls, ceilings, floors and other enclosures, may be impossible to locate without performing complete destruction of all walls, ceilings, floors and enclosures; and (iii) the scope of the Work does not include such destructive testing. PBS' findings and recommendations will be based solely upon the Work performed at the time of site inspection(s). Because water damage, leaks and moisture problems can occur at any time and from time to time, PBS can only comment on findings visually apparent and discovered during the site inspection(s). PBS and Client will jointly determine the manner in which the Work is to be performed and the specific hours during which PBS is to work. Client acknowledges and agrees that the Work performed and the evaluation provided of mold is only valid at the time the Work is performed since mold is naturally occurring and its presence, quantities

and scope may change over time and from time to time. In addition to the disclaimer of warranties set forth herein, neither PBS nor its subcontractor laboratories can guarantee that all mold spores in any particular sample location will survive or replicate in sufficient numbers to be detected. The Work performed and the evaluation conducted shall be only with respect to those areas listed in the agreement between the parties, unless agreed otherwise in writing by both PBS and Client. Prior to Work being performed, Client shall notify PBS in writing of any deficiencies in the structure at the location(s) to be evaluated whereby moisture can or may infiltrate into the structure and initiate the growth of mold, fungus or other allergens. Client hereby acknowledges and agrees that the Work will not include identification and correction of water intrusion.

21. MISCELLANEOUS.

(a) Assignment – This Agreement may not be assigned by PBS or Client, either voluntarily, involuntarily or by operation of law, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent is required in the event of an assignment to a corporate affiliate or successor of either party, and further provided that PBS has the right to subcontract any of the Services in its reasonable professional judgment without Client's consent.

(b) Third-Party Beneficiaries – It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement. Client agrees that all work product produced by PBS or an PBS Party shall be used solely by Client and that only Client is allowed to rely on such work product. If a third party relies on the work product without PBS' written permission, then Client agrees to indemnify and hold PBS harmless for any claims or actions brought as a result of such reliance.

(c) Severability – The provisions of this Agreement or the application thereof to any parties or circumstances that are, to any extent, unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect and, in such case, all the remaining terms and provisions of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable shall be interpreted according to the terms of this Agreement as though any such unenforceable, invalid or contrary to law provision had never been included herein.

(d) Waiver – No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENGINEERING

Engineering Technician	120.00
Engineering Technician II	125.00
Engineering Staff I	142.00
Engineering Staff II	157.00
Engineering Staff III	173.00
Engineer IV	185.00
Engineer V	195.00
Engineer VI	215.00
Engineer VII	235.00
Engineer VIII	250.00
Structural Project Engineer V	220.00
Sr. Structural Project Engineer VI	245.00
Structural Project Manager VII	260.00
Sr. Structural Project Manager VIII	275.00
Principal Engineer	280.00
Design Technician I	130.00
Design Technician II	142.00
Design Technician III	150.00
Design Technician IV	160.00
Engineering Geologist I	160.00
Engineering Geologist II	182.00
Landscape/Planning I	115.00
Landscape/Planning II	125.00
Landscape/Planning III	135.00
Landscape/Planning IV	152.00
Landscape/Planning V	167.00
Landscape/Planning VI	190.00
Landscape/Planning VII	215.00
Construction Inspector I	125.00
Construction Inspector II	140.00
Construction Inspector III	155.00
Construction Inspector IV	170.00
Construction Inspector V	180.00
Construction Inspector VI	200.00
Construction Manager I	195.00
Construction Manager II	205.00
Construction Manager III	215.00
Construction Manager IV	225.00

SURVEY

Survey I	110.00
Survey II	130.00
Survey III	138.00
Survey IV	148.00
Survey V	160.00
Survey VI	180.00
Survey VII	210.00
Survey 1-Person Crew	166.00
Survey 2-Person Crew	225.00
Survey 3-Person Crew	275.00
Unmanned Aerial Sys Operator I	160.00
Unmanned Aerial Sys Operator II	170.00
Unmanned Aerial Sys Operator III	200.00

INDUSTRIAL HYGIENE

Industrial Hygienist/Monitor	90.00
Ind. Hygienist/AHERA Inspector I	100.00
Ind. Hygienist/AHERA Inspector II	115.00
Certified Industrial Hygienist I	150.00
Certified Industrial Hygienist II	185.00
Sr. Industrial Hygienist I	150.00
Sr. Industrial Hygienist II	170.00
Sr. Industrial Hygienist III	180.00
Trainer/Safety Specialist	145.00
Project Designer/Planner	130.00
Project Manager (IH)	140.00
Sr. Project Manager (IH)	160.00
Principal – Industrial Hygiene	220.00

Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENVIRONMENTAL

Field Technician I	90.00
Field Technician II	95.00
Field Scientist/Planner	100.00
Staff Scientist/Planner I	110.00
Staff Scientist/Planner II	120.00
Project Scientist/Planner I	130.00
Project Scientist/Planner II	145.00
Project Scientist/Planner III	155.00
Sr. Scientist/Planner I	180.00
Sr. Scientist/Planner II	200.00
Principal Scientist/Planner	275.00
Staff Environmental Regulatory Specialist	110.00
Project Environmental Regulatory Specialist	135.00
Sr. Environmental Regulatory Specialist	175.00
Project Environmental Compliance Monitor	135.00
Sr. Environmental Compliance Monitor	160.00
Staff Geologist I	110.00
Staff Geologist II	125.00
Project Geologist I	135.00
Project Geologist II	145.00
Sr. Geologist I	160.00
Sr. Geologist II	180.00
Sr. Geologist III	195.00
Sr. Geologist IV	230.00
Principal Geologist	275.00
Project Hydrogeologist I	135.00
Project Hydrogeologist II	145.00
Sr. Hydrogeologist I	160.00
Sr. Hydrogeologist II	180.00
Sr. Hydrogeologist III	195.00
Sr. Hydrogeologist IV	230.00
Principal Hydrogeologist	275.00
Project Manager (Env)	140.00
Sr. Project Manager I	155.00
Sr. Project Manager II	170.00
Sr. Project Manager III	185.00
Sr. Project Manager IV	200.00
Sr. Project Manager V	220.00
Sr. Project Manager VI	235.00

TECHNICAL SUPPORT STAFF

Administration I	95.00
Administration II	105.00
Administration III	115.00
Project Administrator I	105.00
Project Administrator II	115.00
Project Administrator III	125.00
Project Administrator IV	135.00
CAD/MicroStation Tech I	115.00
CAD/MicroStation Tech II	125.00
CAD Manager	145.00
Writer/Editor I	120.00
Writer/Editor II	140.00
Graphic Artist	125.00
IT/Database Management	135.00
GIS Analyst I	110.00
GIS Analyst II	130.00
GIS Analyst Manager	150.00
Grant Writer	155.00
Public Involvement I	105.00
Public Involvement II	120.00
Public Involvement III	135.00
Public Involvement IV	155.00
Public Involvement Manager	175.00

Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.

PUBLIC WORKS COMMITTEE MEETING
DATE: February 4, 2025
AGENDA BILL: 25-65

SUBJECT: WWTF Intrusion and Access Control - Contract Award **CATEGORY:** Consent

BUDGET IMPACT:
Expenditure Required: $164,491.72 Within Budget Allocation: Yes

ATTACHMENTS:
1. 2025-WWTF-AccesControls_Intrusion_PW-Agreement

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:
The City has been working on upgrading our security infrastructure at all of our critical facilities. In 2024 we added an enterprise level camera system to the exterior of our buildings at the Wastewater Treatment Plant and we have a similar interior camera project in the 2025 budget. The remaining components to upgrade are the facility's Intrusion System (alarms) and Access Controls (Locks). These projects were included in a 4th Quarter Budget Amendment in 2024 as we had originally hoped to get started last year.
The contract award is for Security Solutions in the amount of $164,491.72

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
MEETING/STUDY SESSION DATE: 2/4/2025
COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:
A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Security Solutions, in an amount not-to-exceed $164,491.72 for WWTF Intrusion and Access Control, substantially in a form approved by the City Attorney.

PUBLIC WORKS CONTRACT
between City of Sumner and

Security Solutions Northwest, LLC

THIS CONTRACT is made and entered into this day of _____, by and between the City of Sumner, a Washington municipal corporation (hereinafter the "City"), and Security Solutions Northwest, LLC organized under the laws of the State of Washington located and doing business at 1619 N State St, Bellingham, WA 98225 (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope and Schedule of Work, attached hereto and incorporated herein by reference.

The contractor will upgrade the City of Sumner Wastewater Treatment Facility (WWTF) security systems. This includes replacing the access control system with Salto Access integrated with Avigilon Unity Access 7, installing wireless locks and padlocks, and implementing a Bosch intrusion detection system with wireless door contacts and motion sensors. The work also involves system commissioning, testing, and training for City personnel, while adhering to regulatory standards and providing necessary documentation.

a. Contractor represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for the following items which will be furnished by the City:

N/A

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated. In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

(i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);

(ii) the American Public Works Association (APWA) (current edition);

(iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);

(iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);

(v) the American Water Works Association Standard (AWWA) (current edition), and;

(vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Terms and provisions of the Contract
2. Addenda,
3. Proposal Form,
4. Special Provisions, including APWA General Special Provisions, if they are included,
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I withing 6 month. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed $165,000, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. Any payment by the City shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

A. Retainage**.** The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.

B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's

payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.

C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY, TIMELY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

IV. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

V. TERMINATION. The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.

B. The Contractor's failure to complete the work within the time specified in this Contract.

C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.

D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.

E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.

F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract except those amounts authorized and satisfactorily completed prior to the termination date. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

VI. LIQUIDATED DAMAGES. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which

Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **$100** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

VII. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification.

For small public works projects under $2,500 inclusive of tax, the City may permit the Contractor to submit a combined Intent to Pay and Affidavit of Wages Paid form (the "Combined Form"). The Combined Form does not have a corresponding form/filing fee. Before commencing work on the Contract, the Contractor is required to request the use of the Combined Form. If the City authorizes the Contractor to utilize the Combined Form process, the Contractor shall obtain the pre-approved L&I Combined Form directly from the City. Contractor shall complete and submit the Combined Form to the City together with its final invoice at the completion of the Contract work. Upon receipt, the City will review and approve the form before causing it to be filed with L&I within thirty (30) days of receipt from the Contractor.

Irrespective of the above process, Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

VIII. HOURS OF LABOR. Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable

costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 294 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. DAYS AND TIME OF WORK. The working hours for this project will be limited to Monday through Friday from 7:00 a.m. to 6:00 p.m. unless otherwise approved by the City.

XI. WORKER'S COMPENSATION. The Contractor shall maintain Workmen's Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workmen's Compensation Laws. In jurisdictions not providing complete Workmen's Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workmen's Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XV(D), within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first . Any claim for damages, additional payment for any reason, or extension of time,

whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Contract that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of 20% of the total consideration paid to the Contractor under this Contract and in a form acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not initiate or complete the corrective work within a reasonable time in the sole discretion of the City, the City may elect to complete the identified defect(s) and pass through any and all costs of correction to the Contractor. By signature hereon, Contractor agrees

to be responsible for any and all costs expended by the City to correct identified defects in Contractor's work within the above warranty periods.

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

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, 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 Contract.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

XIII. INSURANCE. The Contractor shall, at least ten (10) days prior to the commencement of work, obtain and keep in force during the term of the Contract, insurance against claims for property damage or personal injury which may arise from or in connection with the performance of the contract work by the Contractor, their agents, representatives, employees, or subcontractors as follows:

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the

City 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 equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. 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 or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation

The Contractor and the City 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 extend covered by 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.

F. Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

G. Subcontractors

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request by the City, the Contractor shall provide evidence of such insurance.

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

XV. BOND. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish a performance and payment bond to the City in the full amount of the bid with a surety company as surety, ensuring that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bond shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company providing such bond shall agree to be bound to the laws of the state of Washington, and subjected to the jurisdiction of the state of Washington and the Pierce County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bond is supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than $150,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 10% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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

XVII. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by

the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

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

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

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

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

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

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Sumner Municipal.

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

For contracts of $35,000 or more the Contractor and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. Upon execution of this Contract, the Contractor shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

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

K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.

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

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

CONTRACTOR:	**CITY OF SUMNER:**
By:_____ *(signature)* Print Name:_____ Its_____ *(Title)* DATE:_____	By:_____ *(signature)* Print Name: Kathy Hayden Its Mayor *(Title)* DATE:_____ By:_____ *(signature)* Print Name: Jason Wilson Its City Administrator *(Title)* DATE:_____ Attest: Approved as to form: _____ _____ City Clerk City Attorney DATE:_____ DATE:_____

NOTICES TO BE SENT TO: **CONTRACTOR:**	**NOTICES TO BE SENT TO:** **CITY OF SUMNER:**
Tom McKellar Security Solution Northwest, LLC 1619 N State St Bellingham, WA 98225 206-513-3405 (telephone) TomM@ssnw.co(email)	Patrick Skelly City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5604 (telephone) patricks@sumnerwa.gov (Email)

EXHIBIT A

System Proposal

Scope of Work

Thank you for the opportunity to quote the WWTF Security Upgrade project. This proposal provides Turnkey pricing for devices shown on the provided "WWTF.PLANS.Devices NO BLDG I.JAN 2025"

ACCESS CONTROL - We propose a Salto access with Avigilon Unity Integration

- Access Control System replacement to Salto with Unity Access 7
- Online and offline wireless locks throughout facility
- Pin unlock on interior restroom facilities
- Intrusion System with Bosch and Innovonics wireless
- Replace interior locksets with passage sets (Excludes locksets at Bldg I)
- 10 Salto padlocks provided

This quote is based on the following assumptions:

- Quantites as shown on the provided drawings and site walk review
- Existing wiring is functional
- Pathway from Control Room to gate is available
- Excludes replace interior locksets in Bldg I
- Excludes UHF Readers x 3 - Poles mounted to existing fence
- Excludes Bldg I access
- Excludes Vehicle Readers (6)
- Excludes bringing wireless locks online

INTRUSION - We propose a Bosch Intrusion system with Inovonics hardware:

- All door contacts and motions are wireless
- Cover all perimeter doors and comes general interior areas

NOTE: SEE THE INCLUSIONS/EXCLUSIONS TABLE IN THIS PROPOSAL FOR ADDITIONAL INCLUSIONS AND EXCLUSIONS, ALONG WITH THE PRODUCT-SPECIFIC ONES LISTED ABOVE

We have been accepted as a provider under WSIPC. www.wsipc.org - SSNW RFP # 22-05

INTRUSION SYSTEM COMPONENTS:

Qty	Description
1	BOSCH INTRUSION PANEL
2	KEYPAD
58	WIRELESS DOOR CONTACT
6	WIRELESS WALL MOTION
9	WIRELESS CEILING MOTION
8	INOVONICS REPEATER WITH TRANSFORMER
1	INOVONICS HUB
1	TRAINING LABOR
1	LABOR FOR INSTALLATION, TRIM, COMMISSIONING, AND TESTING
1	PERMIT FEES

INTRUSION SYSTEM SUBTOTAL: $31,364.00

+ sales tax

ACCESS SYSTEM COMPONENTS:

Qty	Description
6	UA7-SW-LIC-10DOORS
2	SALTO CARD READERS
19	SALTO CYLINDRICAL LOCKSET WITH READER BUILT IN
14	SALTO EXIT DEVICE WITH READER BUILT IN
2	SALTO MORTISE LOCKSET WITH READER BUILT IN
10	SALTO NEOXX PADLOCK G4 w/ CHAIN
25	BEST PASSAGE LEVER
1	WIRING AND INSTALLATION MATERIAL
1	LOCKSMITH LABOR
1	TRAINING LABOR
1	LABOR FOR INSTALLATION, TRIM, COMMISSIONING, AND TESTING
1	PERMIT FEES

ACCESS SYSTEM SUBTOTAL: $114,860.00

+ sales tax

COMBINED ACCESS & INTRUSION TOTAL: $146,224.00

+ sales tax

Payment & Performance Bond $3,996.75

+ sales tax

Sales tax @ 9.5% $14,270.97

COMBINED ACCESS & INTRUSION TOTAL: $164,491.72

THESE ITEMS ARE EXCLUDED UNLESS MARKED YES:

Included in Scope:	Yes:	Included in Scope:	Yes:	Included in Scope:	Yes:
Shop Drawings		Panel	X	Fire Permit	
As-Built Drawings		Panel Install	X	Electrical Permit	X
REVIT LOD Design		Panel Program /Test	X	WA Prevailing Wages	X
Data Submittals	X	Fire Stopping		Davis Bacon Wages	
Wire Supply	X	Door Lock Hardware	X	P & P Bond	X
Wire Installation	X	Door Lock Hardware Install	X	Programming	X
Conduit & Installation	MINIMAL	120v Power Material & Install		Fire System Testing	
Coring		Provide Lift(s)		Training - On-site 1 hr	X
Devices	X	POE Switches		Training - Remote 1 hr	
Devices Install	X	Magnetic Door Holders		Training - Remote 4 hr	X
Devices Program/ Test	X				

TERMS AND CONDITIONS:

- Proposal is valid for 30 days from the date on this proposal
- An authorized purchase order and/or contract will be required to commence work
- A system with monitoring or cloud hosting will require a contract to activate
- Additional work requested beyond the scope of this proposal will be billed at a time & material rate
- Customer to provide robust & reliable Wifi connection if needed; parts needed to connect a cellular communicator with a weak cellular signal will be billed as an additional cost
- Proposal is based on plans noted above. If plans are found to be incorrect or incomplete during the design process, we will bill for the additional time.
- Existing wiring or equipment integrated into this scope of work is assumed to be in working order and supported by the manufacturer,any work and parts needed to upgrade or fix will be billed at a time and material rate
- All work to be performed during SSNW's business hours Monday - Friday 8:00 - 4:30 excluding holidays
- All parts and labor are warranted for one year
- Work will be billed each month in increments proportionate to progress toward completion of the project
- Balance to be billed at the completion of installation, payments are due at net 30 days from invoice date
- Pay Portal Fees are not included and will be billed to customer with a 10% markup

Presented by: _____

Tom McKellar - 206.513.3405

Acceptance: _____ _____

(please sign here) *Date*

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

_____,
Security Solutions Northwest, LLC

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of " federally assisted construction con tract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-l.4(b), in accordance with Executive Order 11246, " Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing

work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

(2) Withholding. The City of Sumner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the

accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

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

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the

standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S .C. 7401-767lq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-767lq) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

(I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to par ties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), " Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
22-03	Cemetery Operations Facility											$ 20,000.00	$ 3,000,000.00	D. McCarty	Project in Close Out
24-06	City Hall EV Chargers											$ 50,000.00	$ 50,000.00	D. McCarty	
24-01	Operations Facility North Parcel											$ 1,010,000.00	$ 3,875,000.00	D. McCarty	Estimated completion 4/2025
19-07	Ryan House											$ 300,000.00		D. McCarty	
23-04	Cemetery Irrigation											$ 475,000.00		A. Leach	
22-04	Heritage Park Remediation											$ 570,500.00		D. McCarty	
24-10	Hops Alley & Heritage Park Phase 2											$ 2,927,000.00	$ 3,536,900.00	D. McCarty	Project out to Ad - Bids due on 2/18
21-09	Auto Lane Force Main Upgrade											$ 393,500.00	$ 393,500.00	A. Leach	Project on hold until construction in 2026.
	Harrison/State Side Sewer Connections											$ 400,000.00		D. McCarty	
	Lift Station 3 Improvements											$ 300,000.00		TBD	Planning in 2026.
	Lift Station Improvements											$ 993,000.00	$ 993,000.00	D. McCarty	LS 1, 3, 4, 13, 15, 16 cellular coversion. LS 13 replacement. LS 15 gate. LS 10 pump replacement.
24-03	Replace Sewer west of Cherry between Academy and Harrison											$ 353,000.00	$ 353,000.00	G. Singh	Working on Sewer easements with property owners, construction planned for Summer 2025
	WWTF Aeration Basins											$ 532,000.00	$ 532,000.00	D. McCarty	
	WWTF Biosolids											$ 415,000.00	$ 415,000.00		
	WWTF Biosolids Modernization											$ 18,500,000.00		C. Littrell	
	WWTF Clarifiers											$ 100,000.00	$ 100,000.00	D. McCarty	
	WWTF Decant Facility Revisions											$ 100,000.00		D. McCarty	
	WWTF Improvements											$ 721,000.00	$ 721,000.00	D. McCarty	
	WWTF UV System Replacement											$ 1,648,000.00	$ 1,648,000.00	D. McCarty	
	WWTF VFD Replacement											$ 517,000.00	$ 517,000.00	D. McCarty	
	2025 Storm CIP Update											$ 54,000.00		R. Wright	
21-21	63rd St Ct E Storm Drainage											$ 638,000.00	$ 638,000.00	R. Wright	
13-11	64th St E Culvert											$ 10,000.00		TBD	Construction unfunded.
	Drainage District 11 Treatment											$ 406,000.00		R. Wright	
20-01	Salmon Creek Restoration											$ 188,000.00		TBD	Construction unfunded.
14-10	White River Restoration: Levees											$ 1,100,000.00	$ 30,504,000.00	R. Wright	
14-10	White River Restoration Phase 2: Habitat											$ 42,342,000.00	$ 62,375,000.00	R. Wright	
N/A	ADA Improvements											$ 80,000.00		C. Littrell	As needed.
	Chip Seal Application											$ 500,000.00		G. Singh	Planned for 2026
	Crack Seal Application											$ 161,440.00		G. Singh	Preliminary engineering, planning phase, construction in 2025
23-03	Helping Homeowners Sidewalk Program											$ 128,000.00	$ 128,000.00	C. Littrell	
24-09	Main Street Crossings											$ 980,000.00	$ 980,000.00	G. Singh	Preparing RFQ for advertisemnt

PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
21-11	Maple St Pedestrian Signal & Citywide Backplates											$ 888,000.00	$ 1,073,000.00	C. Littrell	
24-07	Neighborhood Traffic Calming & Intersection Data Collection											$ 150,000.00	$ 150,000.00	TBD	
	Pavement Repairs											$ 142,390.00		G. Singh	Preliminary engineering, planning phase, construction in 2025
23-09	Puyallup St & Tacoma Ave											$ 380,000.00	$ 2,600,000.00	G. Singh	Construction is unfunded.
24-08	Roadway Curve Warning & Delineation											$ 457,000.00	$ 457,000.00	T. Le	160th St E/Elm St and 60th St E west of Sumner-Tapps Hwy E
	Roadway Paint Line Application											$ 82,000.00		G. Singh	Planned for 2025
	Roadway Plastic Marking Application											$ 118,000.00		G. Singh	Preliminary engineering, planning phase, construction in 2025
23-03	Sidewalk Maintenance Program											$ 84,000.00		C. Littrell	
24-11	Stewart Rd ITS											$ 500,000.00	$ 3,500,000.00	G. Singh	Construction is unfunded.
23-03	Street Tree Program											$ 500,000.00		C. Littrell	
23-08	Systemic Horizontal Curves											$ 613,000.00	$ 903,000.00	T. Le	
22-07	Valley Ave: SR-410 to Elm											$ 866,000.00		G. Singh	Phase 1 for SR-410 to Meade McCumber design/construction is grant funded. Meade McCumber to Elm design grant funded in 2027.
13-11	166th Ave E Widening											$ 1,110,000.00	$ 18,000,000.00	C. Littrell	Design & Environmental permitting in process
N/A	Hunt Avenue Reconstruction: Main St to State St											$ 297,000.00	$ 3,000,000.00	R. Wright	Construction is unfunded.
24-04	Washington St Reconstruction: Wood Ave to McMillan											$ 2,704,000.00	$ 2,818,000.00	G. Singh	Construction pushed to 2026.
13-08	Stewart Rd Bridge Replacement											$ 19,735,000.00	$ 33,708,000.00	A. Leach	
19-05	TC: Cherry & Maple Utilities											$ 4,331,000.00	$ 4,331,000.00	A. Leach	Project on hold until construction in 2026.
14-01	Fryar Ave Trail											$ 4,006,000.00	$ 5,416,000.00	A. Leach	ROW in process.
20-07	Rivergrove Pedestrian Bridge											$ 1,304,000.00	$ 12,200,000.00	A. Leach	Construction is partially funded.
14-10	White River Restoration Phase 3: Trail											$ 3,000,000.00		R. Wright	
	159th Ave / Riverside Dr to 76th St											$ 638,000.00	$ 638,000.00	T. Le	
	16th St Water Main Replacement: Wood to McMillan											$ 1,293,000.00	$ 1,293,000.00	T. Le	From 40159434-563417 Replacement of Water Mains
	Central Well Radio Upgrade											$ 18,000.00	$ 18,000.00	TBD	
	Dieringer Well Communication											$ 18,000.00	$ 18,000.00	A. Leach	
	North Tank Ladder											$ 240,000.00		T. Le	
	South Tank Seismic Retrofit											$ 950,000.00		A. Leach	
	South Well Improvements											$ 300,000.00		A. Leach	Construction unfunded.

PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
	Sumner Springs Improvements											$ 85,000.00	$ 85,000.00	TBD	
	Viewpoint Tank - 171st Ave Ct E											$ 188,000.00	$ 188,000.00	T. Le	
	Water Systems Security											$ 537,000.00	$ 537,000.00	TBD	
	Watershed Vegetation Management											$ 150,000.00		R. Wright	
24-05	City Hall Solar Panels											Pending Amendment	$ 272,000.00	D. McCarty	System Training + In Close Out
17-13	Operations Facility Main Site											Pending Amendment	$ 50,174,600.00	D. McCarty	Contract Awarded & Construction to begin in Feb/March
23-04	Cemetery Potable Water											Pending Amendment		A. Leach	Advertised for bids
18-04	Rainier View Covered Court											Pending Amendment		A. Leach	
N/A	SR-410 / SR-162 Interchange Improvements											Pending Amendment	$ 6,650,000.00	C. Littrell	WSDOT-led project
24-10	Heritage Park - Phase 3 & 4													D. McCarty	Future phases of construction are unfunded
20-04	Lift Stations 2 & 6 Improvements											Pending Amendment	$ 1,681,000.00	D. McCarty	Estimated completion 4/2025
23-11	16th St Property demolitions											In WRR Budget		R. Wright	
N/A	151st & 152nd Ave E Storm Improvements													TBD	Anticipate funding in 2027.
N/A	63rd St Ct E Improvements													TBD	Anticipate funding in 2027.
N/A	North 160th Ave E Improvements													TBD	
N/A	Willow St Interceptor													TBD	Anticipate funding in 2035.
N/A	Meade-McCumber Street													TBD	Anticipate funding in 2027.
N/A	162nd Ave E (Poole Rd) Outfall													TBD	Anticipate funding in 2027.
13-11	47th St Ct E Culvert													TBD	Construction unfunded.
13-11	160th Ave E Culvert													TBD	Construction unfunded.
13-11	162nd Ave E Culvert													TBD	Construction unfunded.
	E Main St Culvert													TBD	Construction unfunded.
N/A	Wood Ave: Zehnder to 16th													TBD	Anticipate funding in 2027.
N/A	Wood Ave Improvements													TBD	Unfunded.
N/A	62nd St: 166th Ave - 160th Ave													TBD	Unfunded.
N/A	Mountain Circle Outfall Replacement													TBD	Anticipate funding in 2034.
N/A	Lewis Ave Storm Improvements													TBD	Unfunded.
N/A	E Valley Hwy & Forest Canyon Intersection Improvements												$ 3,000,000.00	TBD	Unfunded.
N/A	Traffic Ave & Main St Intersection Improvements												$ 15,000,000.00	TBD	Unfunded.
N/A	E Valley Hwy / Elm St. / Valley Ave Intersection Improvements												$ 3,000,000.00	TBD	Unfunded.
N/A	SR-167 SB HOT Lane												$ 350,000,000.00	N/A	WSDOT-led project
N/A	Sumner Tapps Highway/60th St E Intersection Improvements												$ 3,400,000.00	TBD	Unfunded.
N/A	160th Ave E: Main St to 64th St E												$ 500,000.00	TBD	Unfunded.
N/A	Elm St & Wood Ave Sidewalks												$ 4,000,000.00	TBD	Grant funded for design in 2028. Construction is unfunded.

PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
N/A	160th Ave E: Elm St to Main St.												$ 2,700,000.00	TBD	Unfunded.
N/A	Zehnder St Railroad Crossing												$ 1,000,000.00	TBD	Unfunded.
N/A	162nd Ave E Segment Extension												$ 3,000,000.00	TBD	Unfunded.
N/A	164th Ave Ct E Segment Extension												$ 2,000,000.00	TBD	Unfunded.
N/A	Meade McCumber & Gary St Sidewalk Improvements												$ 650,000.00	TBD	Unfunded.
N/A	Elizabeth St Reconstruction: Hunt Ave to Traffic Ave												$ 3,000,000.00	TBD	Unfunded.
	Street Overlay Program													G. Singh	Unfunded.
19-02	Main St & Wood Ave Intersection Improvements											Pending Amendment	$ 3,580,000.00	C. Littrell	
N/A	SR 167 / I-5 Connection Project											WSDOT Funded	$ 1,000,000,000.00	N/A	WSDOT-led project
N/A	Main St & 160th Ave E Intersection Improvements												$ 2,000,000.00	TBD	Unfunded.
N/A	Elm St E: E Valley Hwy to 160th Ave E												$ 2,400,000.00	TBD	Unfunded.
N/A	Parker Rd E: 62nd St to 63rd St												$ 250,000.00	TBD	Unfunded.
N/A	Parker Rd E: Main St to Elm St												$ 1,300,000.00	TBD	Unfunded.
N/A	Puyallup River Trail Bridge												$ 6,000,000.00	TBD	Unfunded.
N/A	Puyallup River Crossing												$ 4,000,000.00	TBD	Unfunded.
N/A	149th Ave to E Valley Hwy													TBD	Anticipate funding in 2027.
N/A	E Valley / Salmon Creek													TBD	Anticipate funding in 2031.
N/A	140th Ave E / 20th St E													TBD	Unfunded.
N/A	Central Well Treatment Capacity Expansion													TBD	Unfunded.
N/A	Dieringer Well Improvements													TBD	Unfunded.
N/A	County Springs Improvements													TBD	Unfunded.
N/A	Viewpoint Tank Detention Pond													TBD	Unfunded.
												$ 122,596,830.00	**$ 1,671,250,000.00**		

Legend:
- Planning / Design / Right-of-Way
- Construction
- Close-out