



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:

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CALL TO ORDER

COMMITTEE BUSINESS

1. Amended Resolution No. 1610 – Puget Sound Acquisition and Restoration Grant Acceptance
2. White River Restoration - Consultant Contract Amendment
3. Heritage Park & Hops Alley - Consultant Contract Amendment
4. Valley Ave Overlay - Design Consultant Contract
5. Sewer replacement Project, West of Cherry Ave between Academy St and Harrison St - Easements
6. Resolution No. 1715 - Interlocal Agreement with Department of Enterprise Services for EV Chargers
7. 2024 Sidewalk Repair Program - Change Order

REPORTS

1. PW Projects Hot Sheet

ADJOURNMENT

SUBJECT: Amended Resolution No. 1610 – Puget Sound Acquisition and Restoration Grant Acceptance

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Amended Resolution No. 1610 - PSAR Grant Acceptance

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

In 2021, the City received \$14,641,123 in grant dollars from the Puget Sound Acquisition and Restoration's large capital fund and accepted the funds under Resolution 1610. Due to changes in the project, additional funds were requested. Amended Resolution 1610 accepts an additional \$2,583,728 of grant funds for a new total of \$17,224,851.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 3/4/2025
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COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Amended Resolution No. 1610 - Puget Sound Acquisition and Restoration Grant Acceptance.

AMENDED RESOLUTION NO. 1610

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM THE STATE OF WASHINGTON**

WHEREAS, The City is completing construction to create habitat and reduce flood risk; and

WHEREAS, to help accomplish and fund the White River Restoration, the City of Sumner applied for the Puget Sound Acquisition and Restoration Large Capital grant program; and

WHEREAS, the City applied in 2021 for Puget Sound Acquisition and Restoration (PSAR) grant funding, and was awarded \$14,641,123; and

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

WHEREAS, it is in the City's interests to accept the grant funds and enter into any necessary grant agreements regarding the same.

WHEREAS, the City received an additional \$2,636,035 in 2025 for a new total award amount of \$17,267,158.

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

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Puget Sound Acquisition and Restoration grant in the amount of \$17,267,158 and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

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

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

ADOPTED AND APPROVED this ____ day of March, 2025.

Kathy Hayden, Mayor

Approved as to form:

Attest:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

Amendment to Grant Agreement

Project Sponsor: City of Sumner
Project Title: White River LB RM 2.5-4.2

Project Number: 20-1102R
Amendment Number: 1

Amendment Type:

Cost Change

Amendment Description:

\$2,636,035 of older PSP PSAR returned funds will be added to the grant award.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows :

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - PSAR	\$0.00	0.00%	\$2,636,035.00	13.27%
RCO - PSAR CAP	\$14,641,123.00	85.00%	\$14,641,123.00	73.72%
Project Sponsor	\$2,583,728.00	15.00%	\$2,583,728.00	13.01%
Total Project Cost	\$17,224,851.00	100%	\$19,860,886.00	100%
Admin Limit	\$0.00	0.00%	\$0.00	0.00%
A&E Limit	\$2,246,719.00	15.00%	\$2,590,549.55	15.00%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State of Washington
Recreation and Conservation Office

City of Sumner

BY: 

Kat Moore (Feb 24, 2025 08:55 PST)

For:

Megan Duffy

TITLE: Director

DATE: _____

Pre-approved as to form:

BY: _____

/S/

Assistant Attorney General

AGENCY: City of Sumner

BY: Kathy Hayden

TITLE: Mayor

DATE: 02/18/2025

AMENDMENT APPROVAL FORM

Project #: 20-1102 Restoration

Amendment #: 1 - Cost Change

Project Title: White River LB RM 2.5-4.2

Project Sponsor: Sumner City of

	Date	Initials
Grant Mgr:		
Section Mgr:		
Fiscal:		
Deputy:		
Director:		

AMENDMENT DESCRIPTION:

\$2,636,035 of older PSP PSAR returned funds will be added to the grant award.

PROJECT SUMMARY:

Board Funded Date: 07/01/2021

Prior Time Extensions: 0

RCO Amount: \$14,641,123.00

Project Start Date: 07/01/2021

Other External Amendments: 0

Sponsor Match Amount: \$2,583,728.00

Original End Date: 06/30/2025

Sponsor Active Projects: 3

Total: \$17,224,851.00

Current End Date: 06/30/2025

Sponsor Completed Projects: 6

RCO Paid To Date (0%): \$0.00

Sponsor Not Completed Projects: 0

RCO Remaining (100%): \$14,641,123.00

Last Progress Report:

Sponsor Dead Projects: 0

Last Billing Date:

PROJECT AGREEMENT DESCRIPTION:

Sumner proposes to construct the White River Left Bank River Mile 2.5 ??? 4.2 Restoration Project to restore 169 acres of floodplain, riparian, and wetland habitat in the Lower White River, including 3.5 miles of in-stream habitat. Restoring a functional floodplain corridor includes lowering the floodplain to substantially increase the frequency and duration of overbank flows inundation and allow for the creation of new channels. The project includes an anastomosed reach with multiple channels transitioning to a single thread reach that promotes backwater into broad wetland areas with perennial tributary channels. Floodplain connectivity will expand the river's potential to dynamically form and sustain new aquatic habitat throughout the reach. Wetland areas will be installed at elevations to allow development of forested areas that will provide : shade to cool water temperatures, filtration to increase water quality, detrital matter to support prey resources and trees for future wood recruitment. Engineered log jams and complex woody revetments will support formation of in-stream habitat and production of prey resources and provide bank stability during large flood events. In-stream structures will support diverse and complex in-stream habitat overtime to support spawning, migration and rearing. Sumner Link Trail will be rerouted onto the forested berm so it is mostly outside of the floodplain.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
23-25	057	C11	Reapp	21-23	C11		PSARC	CAP	NZ	\$14,641,123.00

QUESTIONS:

	Yes	No	N/A	Other (see notes)
Is the amendment request consistent with the original project intent?	☐	☐	☐	☐
Did the sponsor provide adequate justification for the proposed change?	☐	☐	☐	☐
Did the sponsor exhaust all practical alternatives before requesting the amendment?	☐	☐	☐	☐
Is the current project meeting its milestone obligations to RCO?	☐	☐	☐	☐
Is the current project meeting its billing obligations to RCO?	☐	☐	☐	☐
Did the sponsor have little control over the condition causing the amendment?	☐	☐	☐	☐
Does the sponsor have a good track record of implementing projects?	☐	☐	☐	☐

	Yes	No	N/A	Other (see notes)
Will the proposed change help implement the project faster?	☐	☐	☐	☐
Is the project change a result of a design and /or permitting requirement?	☐	☐	☐	☐
Will this action cause funding to be re-appropriated?	☐	☐	☐	☐
Is staff recommending approval of this amendment request?	☐	☐	☐	☐
Does the Lead Entity support the proposed change and is the documentation provided (letter or e-mail)?	☐	☐	☐	☐
Is the proposed change technically sound? Has the Review Panel reviewed the change? If so, have their comments been incorporated into the request (i.e. conditioning)?	☐	☐	☐	☐

NOTES AND ANALYSIS:

\$2,636,035 of older PSP PSAR returned funds will be added to the grant award.

Signature: Kathy Hayden
Kathy Hayden (Feb 18, 2025 13:34 PST)

Email: khayden@sumnerwa.gov

20-1102 Amendment #1 - Cost Change1

Final Audit Report

2025-02-24

Created:	2025-02-03 (Pacific Standard Time)
By:	Mollie Lavelle (mollie.lavelle@rco.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArN5HG60pW5dyIxdy8U3KLzV03rO2-FHG

"20-1102 Amendment #1 - Cost Change1" History

-  Document created by Mollie Lavelle (mollie.lavelle@rco.wa.gov)
2025-02-03 - 10:32:43 AM PST- IP address: 198.238.202.120
-  Document emailed to khayden@sumnerwa.gov for signature
2025-02-03 - 10:33:24 AM PST
-  Email viewed by khayden@sumnerwa.gov
2025-02-03 - 11:34:25 AM PST- IP address: 172.225.80.201
-  Email viewed by khayden@sumnerwa.gov
2025-02-10 - 4:10:07 PM PST- IP address: 172.224.243.25
-  Email viewed by khayden@sumnerwa.gov
2025-02-17 - 1:03:59 PM PST- IP address: 172.226.41.27
-  Signer khayden@sumnerwa.gov entered name at signing as Kathy Hayden
2025-02-18 - 1:34:08 PM PST- IP address: 50.216.105.106
-  Document e-signed by Kathy Hayden (khayden@sumnerwa.gov)
Signature Date: 2025-02-18 - 1:34:10 PM PST - Time Source: server- IP address: 50.216.105.106
-  Document emailed to Kat Moore (kathryn.moore@rco.wa.gov) for signature
2025-02-18 - 1:34:12 PM PST
-  Email viewed by Kat Moore (kathryn.moore@rco.wa.gov)
2025-02-24 - 8:55:48 AM PST- IP address: 104.47.64.254
-  Document e-signed by Kat Moore (kathryn.moore@rco.wa.gov)
Signature Date: 2025-02-24 - 8:55:56 AM PST - Time Source: server- IP address: 207.32.169.37
-  Agreement completed.
2025-02-24 - 8:55:56 AM PST

SUBJECT: White River Restoration - Consultant Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$546,572

Within Budget Allocation: Yes

ATTACHMENTS:

1. Amendment w/ Scope & Fee
-

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

Natural Systems Design (NSD) has been working on the White River Restoration project, in recent years the project has gone through several design changes due to the departure of Cascade Water Alliance and BNSF railway. NSD has delivered final design and assisted in getting Phase 2 of the White River project out to bid by shifting existing scope and utilizing the management reserve. This contract amendment adds additional funds to do further design for Phase 3, which includes the trail and a bridge retrofit. It also includes time for support throughout construction.

An agreement with a maximum amount payable of \$546,572 was negotiated for the scope of this amendment for a revised total contract value of \$3,042,213.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 3/4/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving an amendment to Natural Systems Design's Consultant Services Contract for the White River Restoration Project (CIP 14-10), increasing the contract amount by \$546,572 to a total authorized amount not-to-exceed \$3,042,213, 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.



AMENDMENT NO. 5

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Natural Systems Design, Inc.**

CONTRACT NAME & PROJECT NUMBER: **White River Restoration Project PHII (CIP 14-10)**

ORIGINAL AGREEMENT DATE: **August 10, 2018**

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:

There is no change to the scope of work. This amendment is to extend the contract duration.

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, <i>including applicable WSST</i>	\$695,930.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$1,799,711.00
Current Contract Amount <i>including all previous amendments</i>	\$2,495,641.00

Current Amendment Sum	\$546,572.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$3,042,213.00

Original Time for Completion (insert date)	December 31, 2019
Revised Time for Completion under prior Amendments (insert date)	December 31, 2024
Add'l Days Required (±) for this Amendment	365 calendar days
Revised Time for Completion (insert date)	12/31/2025

In accordance with Section XIII 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: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> (Title) DATE: _____
CITY OF SUMNER: By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: _____	APPROVED AS TO FORM: _____ Sumner City Attorney

AMENDMENT 5

EXHIBIT A: MODIFIED CONSULTING SERVICES

This Amendment 5 is to amend the existing agreement for the White River Restoration Project (CIP 14-10) to support the implementation of Phase 2 of the project. Relevant scope, schedule, and budget for this amendment are described below.

The scope dated November 27, 2023 which is included in Amendment 4 is modified as follows:

Task	Task Title	Modified Scope	Additional Fee
1	Project Management	- Continued Team and Coordination Meetings - Continued Dialogue Group Meetings - Support groundbreaking ceremony	\$40,072
6	Design Updates and Bid Package Development	- Adds the Phase 2 Bid Set development - Adds effort to redesign to accommodate removal of the CWA tailrace - Adds hydraulic modeling to support design and Net Environmental Benefit calculations - Adds effort for NSD to support 24th Street Bridge Retrofit - Adds effort for Psomas KPG to support 24th Street Bridge Retrofit - Adds effort for Psomas KPG to develop trail re-route design	\$263,188
7	Permit Support	- Adds Wetlands review on Parcels as requested by the City - Adds ongoing coordination with Agencies	\$14,306

Task	Task Title	Modified Scope	Additional Fee
8	Year 1 Bid and Construction Support	• Renames task to “Bid and Construction Support” • Adds Year 2 Construction Support for Phase 2 • Adds NV5 Geotechnical Effort to support construction (see attached for detailed NV5 Scope) Assumptions: 1. <i>Weekly construction meetings from June 1 to October 30</i> 2. <i>Approximately 2 10 hour days per week during the in water construction window</i> 3. <i>Parametrix will be responsible for all pay item and schedule tracking tasks</i>	\$229,006
		Sub Total	\$546,572

Work under Amendment 5 will be completed on a Time and Materials basis, not to exceed the contract value.

Current Contract Value = \$2,495,641.00

Amendment 5 additional = \$546,572

New Contract Value = \$3,042,213

WRRP Phase 2 - Amendment 5 Cost Detail for NSD

2/26/2025

Billing Rate		\$309.00	\$254.00	\$269.00	\$229.00	\$225.00	\$202.00	\$202.00	\$166.00	\$254.00	\$225.00	\$196.00	\$111.00	Total Hours	(Billing Rate)		
Staff Name: Staff Level (below):		Tim A (Senior Principal Scientist)	Megan N (Associate Principal Engineer)	Steve W (Principal Scientist)	Matt T (Senior Engineer)	Denny S (Senior Scientist)	Eby L (Project Engineer)	Jeff S (Project Engineer)	Kellyn S (Staff Engineer)	Torrey L (Associate Principal Scientist)	Marcia F (Senior Scientist)	Will W (Project Scientist)	Kay M (Senior Admin Support)				
Task	Task Description														Labor Cost	Expenses	Total Cost
1	Project Management																
1.1	Monthly Invoicing			8									12	20	\$ 3,484.00		\$ 3,484.00
1.2	Team Meetings			56	60									116	\$ 28,804.00		\$ 28,804.00
1.3	Team Coordination			16										16	\$ 4,304.00		\$ 4,304.00
1.4	Support groundbreaking			8					8					16	\$ 3,480.00		\$ 3,480.00
	Subtotals	0	0	88	60	0	0	0	8	0	0	0	12	168	\$ 40,072.00	\$ -	\$ 40,072.00
6	Final Design																
6.1	Design	8	10	16	60		60		24		20			198	\$ 43,660.00		\$ 43,660.00
6.2	Drafting			8	80	140			96					324	\$ 67,908.00		\$ 67,908.00
6.3	Specifications		6	40	24									70	\$ 17,780.00		\$ 17,780.00
6.4	Cost Estimate			8	24	16			24					72	\$ 15,232.00		\$ 15,232.00
6.5	Bid Package Development			4	24	4								32	\$ 7,472.00		\$ 7,472.00
6.6	Hydraulic Support			4	24		40							68	\$ 14,652.00		\$ 14,652.00
6.7	24th Street Bridge Coordination			4	32		40							76	\$ 16,484.00		\$ 16,484.00
	Subtotals	8	16	84	268	160	140	0	144	0	20	0	0	840	\$ 183,188.00	\$ -	\$ 183,188.00
7	Permit Support																
7.1	Additional Wetland Work			8						12		24		44	\$ 9,904.00	\$ 98.00	\$ 10,002.00
7.2	Continued Agency Coordination			16										16	\$ 4,304.00		\$ 4,304.00
	Subtotals	0	0	24	0	0	0	0	0	12	0	24	0	60	\$ 14,208.00	\$ 98.00	\$ 14,306.00
8	Continued Construction Support																
8.1	Bid Support			20	30	8	16							74	\$ 17,282.00		\$ 17,282.00
8.2	Weekly meetings			24	72			24						120	\$ 27,792.00	\$ 1,057.00	\$ 28,849.00
8.3	Construction Support			54	140		60	60	120	60	40			534	\$ 114,986.00	\$ 7,874.00	\$ 122,860.00
	Subtotals	0	0	98	242	8	76	84	120	60	40	0	0	728	\$ 160,060.00	\$ 8,931.00	\$ 168,991.00
	Grand Totals	8	16	294	570	168	216	84	272	72	60	24	12	1796	\$ 397,528.00	\$ 9,029.00	\$ 406,557.00

January 28, 2025

Natural Systems Design
1900 N Northlake Way, Suite 211
Seattle, WA 98103

Attention: Steve Winter, PH & PWS
Senior Hydrologist

and

Matt Tiedemann
Project Engineer

Change Order
Geotechnical Construction Observation Services – 2025 Construction
Lower White River Restoration Project
Sumner, Washington
Project: NaturalDes-1-02

INTRODUCTION

NV5 is pleased to submit this request for a change order to provided geotechnical construction observation services for the Lower White River Restoration project in Sumner, Washington. We understand that construction of the proposed forested berm will begin in 2025, as well as construction of other proposed improvements, including the Channel No. 9 culvert. This Change Order is to support the project through the 2025 construction season; an additional change order will be required if the project extends into 2026.

SCOPE OF SERVICES

The purpose of our scope is to confirm that the intent of project plans and specifications relating to earthwork is met. Our specific scope of services will include the following:

- Confirm that the contractor is accurately characterizing soils and placing lifts in accordance with our recommendations
- Evaluate the placement and compaction of fill used to construct the forested berm using performance-based methods such as proof-rolling and hand probing.
- Observe and evaluate culvert and retaining wall subgrades.
- Observe and evaluate culvert and retaining wall subgrade stabilization and wall backfill by conducting in situ density tests and/or by observing the contractor's procedures and response of the fill to construction equipment.

- Perform the following laboratory tests:
 - Up to 4 compaction tests on imported fill material supplied by the contractor
 - Up to 4 gradation (sieve) tests
- Prepare field reports summarizing our observations following each site visit and provide copies to members of the design and construction teams as required.
- Provide geotechnical engineering consultation on an as-needed basis.
- Perform project management tasks, including reviewing field reports and submittals, as well as email and telephone correspondence.
- Attend up to four project meetings online or on site.

SCHEDULE

We are prepared to adequately staff the project through the duration of construction. We understand that a majority of earthwork will be during Summer 2025. We request 24 hours' notice before each site visit.

FEE ESTIMATE

The fee estimate breakdown provided below includes estimated fees to support construction through 2025. Our services have been provided on a time-and-materials basis in accordance with the Schedule of Charges and General Terms and Conditions that are attached to and part of this agreement.

<u>Description</u>	<u>Budget</u>
Task – Geotechnical Construction Observation Services – 2025 Construction	
Field Work	
Site Visits (25 full time)	<u>\$2,007 x 25</u>
Subtotal	\$50,175
Laboratory Testing	
Proctor (4 tests)	\$303 x 4
Grain Size (4 tests)	<u>\$167 x 4</u>
Subtotal	\$1,880
Meetings/Project Management/Project Support	
Subtotal	\$7,960
Task Total	\$60,015

Our actual costs will depend on the actual quantity and/or duration of site visits requested by you and your contractor. Therefore, our actual charges may vary from the approximate breakdown shown above. Each site visit will include travel, site time, and field report preparation and distribution. Project management and consultation to address earthwork issues during construction will be provided on an as-needed basis.

Additional services will be discussed with you and will not be undertaken without your prior approval.



We appreciate the opportunity to submit this agreement. Please call if you have questions regarding this submittal.

Sincerely,

NV5

A handwritten signature in blue ink, appearing to read "Vince Oskroba".

Project Manager

A handwritten signature in blue ink, appearing to read "Ricky Wang".

Ricky Wang, PhD, PE, GE, LEG

Senior Principal Geotechnical Engineer

VKO

Attachments

One copy submitted (via email only)

Document ID: NaturalDes-1-02-012825-geoco.docx

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GEOTECHNICAL, GEOLOGICAL, AND MINE CONSULTING SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	\$ 98	Technical Specialist I	\$ 161
Project Assistant/Technical Editor	\$ 106	Technical Specialist II	\$ 180
Senior Project Assistant/Technical Editor	\$ 119	Senior Technical Specialist	\$ 194
Technician I	\$ 96	Project Manager I	\$ 185
Technician II	\$ 108	Project Manager II	\$ 205
Senior Technician	\$ 116	Senior Project Manager	\$ 221
CAD	\$ 119	Associate	\$ 236
Senior CAD Technician	\$ 144	Senior Associate	\$ 245
Staff I	\$ 119	Principal	\$ 270
Staff II	\$ 136	Senior Principal	\$ 307
Staff III	\$ 154		

Equipment	Rate
Air compressor (per day)	\$ 66
Bladder pump (includes generator) (per day)	\$ 138
Brass/stainless steel rings (each)	\$ 13
Cement amending field tool (per day)	\$ 27
Cement scale and pan (per day)	\$ 33
Concrete field equipment (per day)	\$ 33
Core drill (per day)	\$ 265
Crack monitor (each)	\$ 39
Cross-hole sonic logger (CSL) (per half day)	\$ 298
Cross-hole sonic logger (CSL) (per day)	\$ 596
D&M sampling kit (per day)	\$ 27
Data logger (per day)	\$ 14
Data logger (per week)	\$ 50
Data logger (per month)	\$ 126
Data recording for VW Instrument (per day)	\$ 14
Disposable bailers (each)	\$ 19
Double-ring infiltrometer (per day)	\$ 86
Drilled shaft inspection camera (DSIC) (per half day)	\$ 596
Drilled shaft inspection camera (DSIC) (per day)	\$ 1,193
Drilled shaft inspection camera (DSIC) (per week)	\$ 2,253
Drive probe (per day)	\$ 13
Dynamic cone penetrometer (DCP) (per day)	\$ 126
Electric sampling pump (per day)	\$ 34
Falling weight deflectometer (FWD) (per day)	\$ 2,247
Falling weight deflectometer (FWD) with GPR (per day)	\$ 3,837
Field California bearing ratio (CBR) equipment (each)	\$ 292
Field equipment (per day)	\$ 13
Field vane (per day)	\$ 66
Flag tape rolls (each)	\$ 7
Generator (per day)	\$ 66
Global positioning system (GPS) – differential (per day)	\$ 126
Global positioning system (GPS) – hand held (per day)	\$ 38
Ground penetrating radar (GPR) – cart mounted (per day)	\$ 663
Ground penetrating radar (GPR) – truck mounted (per day)	\$ 1,590
Hand auger (per day)	\$ 46
Hydroacoustic monitoring equipment (per day)	\$ 331
Increment borer (timber) (per day)	\$ 63
Laptop computer use (per day)	\$ 20
Mobile laboratory (per month)	\$ 1,348
Nuclear density gauge (per hour)	\$ 13
pH/conductivity/temperature meter (per day)	\$ 56
Pile Driving Analyzer® (PDA) (per day)	\$ 663

GEOTECHNICAL, GEOLOGICAL, AND MINE CONSULTING SCHEDULE OF CHARGES

Equipment		Rate
Pile Integrity Tester (per day)		\$ 265
Post pounder (per day)		\$ 13
Pressure transducer data logger (per day)		\$ 161
Pressure transducer data logger (per week)		\$ 375
Pressure transducer data logger (per month)		\$ 856
Range finder (per day)		\$ 13
Resistivity meter (per day)		\$ 133
Roto-hammer drill (per day)		\$ 99
Roto-hammer drill (per week)		\$ 364
Sand cone field density kit (per day)		\$ 27
Satellite phone (per day)		\$ 27
Saximeter (per day)		\$ 27
Schmidt hammer (per day)		\$ 133
Seismic equipment (per day)		\$ 663
Seismic source (per day)		\$ 265
Shelby tube with caps (each)		\$ 27
Sidewalk closure signage (per day)		\$ 25
Site reconnaissance kit (each)		\$ 27
Slope inclinometer reading (per day)		\$ 192
Soil sample rings (each)		\$ 13
Sondex settlement probe (per week)		\$ 133
Spectral analysis of surface waves (per day)		\$ 1,988
Specialty software (MODFLOW, PLAXIS, Slope/W, etc., per hour)		\$ 14 - 66
Thermometer – infrared (per day)		\$ 13
Total Station – survey equipment (per hour)		\$ 66
Transit level and tripod (per day)		\$ 40
Turbidity monitor (per day)		\$ 46
Unmanned aerial vehicle (DJI Mavic 2) (per day)		\$ 562
Unmanned aerial vehicle (Trimble Ux5-HP) (per day)		\$ 1,124
Vehicle (company) usage (full day, plus \$0.76 per mile charge)		\$ 27
Vehicle (personal) usage (per mile)		\$ 0.76
Vibrating wire piezometer (each)		\$ 663
Vibration monitoring equipment (per day)		\$ 69
Vibration monitoring equipment (per week)		\$ 334
Vibration monitoring equipment (per month)		\$ 985
Vibration monitoring equipment (per month, long term)		\$ 601
Vibration monitoring equipment, automated (per month)		\$ 1,391
Vibrocore (per day)		\$ 530
Water level meter (per day)		\$ 56
WSDOT bridge toll		\$ 4.49
Zipline Pro 2000 (per day)		\$ 60
Reproduction		
CD (each)		\$ 2.40
	Black/White	Color
8 1/2 x 11 (each)	\$0.12	\$ 0.19
11 x 17 (each)	\$0.24	\$ 0.38
D-size plots (each)		\$ 30.05
D-size scan (each)		\$ 15.03

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by NV5) at current rates. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

All rates are subject to change upon notification.

GEOTECHNICAL AND GEOLOGICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Atterberg Limits (ASTM D4318)	\$ 215
CBR with 3-Point Proctor (ASTM D1883)	\$ 820
Compaction (ASTM D1557-07/ASTM D698; Methods A, B, and C)	
1 Point	\$ 126
4 Points	\$ 303
Consolidation (ASTM D2435; with two timed rebounds)	\$ 555
Direct Shear (ASTM D3080)	
1 Point	\$ 306
3 Points	\$ 584
Expansion Index of Soil (ASTM D4829)	\$ 313
Moisture Content – Oven Method (ASTM D2216)	\$ 33
Moisture/Density (ASTM D7263)	
Rings	\$ 48
Shelby tubes	\$ 48
Organic Content (ASTM D2974)	\$ 111
Particle-Size Analysis	
Percent passing No. 200 (ASTM C117/ASTM D1140)	\$ 105
Sieve with No. 200 wash (ASTM C117/ASTM C136)	\$ 167
Combined sieve and hydrometer (ASTM D422-63)	\$ 278
Oversize sieve (ASTM C117-04/ASTM C136)	\$ 278
Permeability	
Rigid wall constant/falling head (Army Corps Eng. EM 1110-2-1906, VII-13)	\$ 488
Flexible wall with triaxial cell (ASTM D5084)	\$ 557
Flexible wall for cohesive soil (ASTM D5084/ASTM D4767)	\$ 754
pH of Soil (ASTM G51)	\$ 111
Resilient Modulus (AASHTO T 307)	
In situ sample	\$ 795
Remolded sample (includes compaction and sample preparation)	\$ 1,193
Rice Density (ASTM D2041)	\$ 167
Sand Equivalent (ASTM D2419)	\$ 250
Soil Resistivity (ASTM G57)	\$ 257
Specific Gravity	
Bulk specific gravity – asphalt (Parafilm coated) (ASTM D1188)	\$ 62
Maximum specific gravity – asphalt (Rice) (ASTM D2041)	\$ 126
Specific gravity – bulk specific gravity – asphalt (ASTM D2726)	\$ 21
Specific gravity – coarse aggregate (ASTM C127)	\$ 99
Specific gravity – fine aggregate (ASTM C128)	\$ 133
Specific gravity – Soil (ASTM D854)	\$ 139
Swell (ASTM D4546)	
Method A	\$ 439
Method B	\$ 306
Method C	\$ 766

GEOTECHNICAL AND GEOLOGICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Triaxial Compression	
Unconsolidated, undrained (back pressure saturation) (ASTM D2850)	\$ 424
Consolidated, undrained, 1 point (ASTM D4767)	\$ 557
Consolidated, undrained, strength envelope (ASTM D4767)	\$ 1,670
Load-controlled cyclic (ASTM D5311)	\$ 1,670
Unconfined Compression	
Undisturbed soil (ASTM D2166)	\$ 160
Amended soil (ASTM D1633)	\$ 109
Sample Preparation (per hour)	\$ 86

Cyclic Direct Simple Shear

Test No.	Test Description	Unit Price
1	Strain-Controlled Cyclic Direct Simple Shear Test: Determine secant shear modulus and damping ratio using up to 100 cycles at a specified single shear strain amplitude of between 0.1% and 2%. Test conducted using a sinusoidal wave with a frequency of up to 5 Hz and a vertical stress of up to 1 MPa. One sample and up to three strain levels. Consolidation periods for each stage of up to 24 hours.	\$1,350
2	Stress-Controlled Cyclic Direct Simple Shear Test: Determine cyclic stress ratio and vertical stress ratio using up to 100 cycles at three specified stress ratios using a sinusoidal wave with a frequency up to 5 Hz. Test conducted with vertical stresses of up to 1 MPa. Three samples with one cyclic stress level each. Consolidation period of up to 24 hours per sample.	\$1,800
3	Strain Rate-Controlled Static Direct Simple Shear Test: Determine stress-strain relationship of a single sample at specified strain rates. Tests conducted with vertical stresses of up to 1 MPa. One sample at three strain rates.	\$1,000
4	Stress-Controlled Cyclic Direct Simple Shear Test: Test conducted on one sample at a specified stress ratio using a sinusoidal wave with a frequency up to 5 Hz for up to 100 cycles with maximum vertical stresses of 1 MPa. One sample with one cyclic stress ratio.	\$750
5	Post-Cyclic Static Direct Simple Shear Test: Stress-strain relationship at specified shear strain rate. Tests conducted with vertical stresses of up to 1 MPa. One sample in combination with tests 1, 2, and 4.	\$250
6	Post-Cyclic Consolidation in Direct Simple Shear Test: Determine post-cyclic volumetric strain over time. Conducted with vertical stresses of up to 1 MPa. One sample in combination with tests 1, 2, and 4.	\$250
7	Shear Wave Velocity: Measure shear wave velocity using Bender Elements based on first shear wave arrival. One sample in combination with tests 1, 2, and 4.	\$160
8	Shear Wave Velocity: Measure shear wave velocity using Bender Elements based on first shear wave arrival. Stand-alone sample without DSS testing.	\$250
9	Cost per additional day for consolidation of DSS sample	\$300

Other tests charged at hourly rates. NV5 reserves the right to subcontract any laboratory testing listed in our scope of work and to apply charges for subcontracted testing at the rates listed above.

SUBJECT: Heritage Park & Hops Alley - Consultant Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$380,715

Within Budget Allocation: Yes

ATTACHMENTS:

1. Amendment w/ Scope & Fee

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager

SUMMARY BACKGROUND:

For the Main Street Vision Project, in 2022-2023, JETT Landscape Architecture + Design worked with the City to re-imagine Reuben Knoblauch Heritage Park as a more active, useful heart of the City for special events and everyday use. In 2024, JETT completed the full design for Heritage Park and Hops Alley, including the new Heritage Park Event Building. This year, the City will construct Heritage Park Phase 2 & Hops Alley.

JETT Landscape Architecture + Design, Inc. was previously selected to provide consulting services for this project through a qualification-based selection process. An agreement with a maximum amount payable of \$380,715 was negotiated for the construction administration for this project. This amendment increases the total contract value to \$2,144,195.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 3/4/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to JETT's Consultant Services Contract for the Heritage Park & Alley project (CIP 24-10), increasing the contract amount by \$329,195 to a total authorized amount not-to-exceed \$2,144,195, 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.

AMENDMENT NO. 3

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Jett Landscape Architecture + Design, Inc.**

CONTRACT NAME & PROJECT NUMBER: **Heritage Park & Alley Master Plan (W-22-04)**

ORIGINAL AGREEMENT DATE: **October 17, 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, <i>including applicable WSST</i>	\$215,000.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$1,600,000.00
Current Contract Amount <i>including all previous amendments</i>	\$1,815,000.00

Current Amendment Sum	\$380,715.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$2,195,715

Original Time for Completion <i>(insert date)</i>	12/31/2024
Revised Time for Completion under prior Amendments <i>(insert date)</i>	12/31/2026
Add'l Days Required ($\pm$) for this Amendment	0 calendar days
Revised Time for Completion	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: By: _____ <i>(signature)</i> Print Name: _____ Its _____ <i>(Title)</i> DATE: _____	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> <i>(Title)</i> DATE: _____
APPROVED AS TO FORM: _____ Sumner City Attorney	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____



EXHIBIT A

Orinda Office
2 Theatre Square
Suite 218
Orinda, CA 94563
925.254.5422 P

Seattle Office
3445 California Avenue SW
Suite A
Seattle, WA 98116
206.947.6869 P

AMENDMENT PROPOSAL FOR PROFESSIONAL SERVICES

DATE: February 27, 2025

TO: Derek Barry
Community Services Manager
City of Sumner
1104 Maple Street
Sumner, WA 98390

PROJECT: Reuben A. Knoblauch Heritage Park, Event Building & Hops Alley
Phase 2 Bid / Construction Observation

CLIENT: City of Sumner Parks Department

CC: Alisa O'Haver-Ayala, City Engineer
City of Sumner

Dear Derek,

JETT Landscape Architecture + Design, Inc. is pleased to have the opportunity to submit the following amendment proposal to the City of Sumner for Landscape Architectural Services for the Phase 2 Construction Administration / Observation for Reuben A. Knoblauch Heritage Park & Hops Alley implementation, in the City of Sumner, Washington.

Our team is excited to continue collaborating with your team to implement the master plan elements in Phase 2 as a catalyst for all of the Town Center open spaces. Feel free to contact me anytime to discuss this proposal, or if any of the above requires further clarification.

Sincerely,
Jett Landscape Architecture + Design

A handwritten signature in black ink, appearing to read "TB", written over a horizontal line.

Todd L. Bronk, Principal
WRLA #1056

GENERAL SCOPE OF WORK

The following Scope of Work is based upon the City of Sumner's Heritage Park – Phase 2 Bid Documents, **Exhibit A**, dated January 2025.

All work will be in close collaboration with the City of Sumner and JETT's design team assembled for this project per the following detailed scope of services.

The project consists of the following tasks / scopes of work:

1. Heritage Park & Hops Alley – Phase 2 Bid Administration
2. Heritage Park & Hops Alley – Phase 2 Construction Observation
3. Project management

The scope of work will include the following disciplines | professional design firms:

1. Landscape Architecture | JETT
2. Civil Engineering & Site Estimation | JMJ
3. Site Lighting Design | Littlefish Lighting
4. Electrical Engineering | BCE
5. Structural Engineering | Swenson Say Faget

DETAIL SCOPE OF WORK

JETT will be providing the following scope of services in bidding and construction of the Phase 2 Bid documents for Civil, Electrical, Lighting, and Structural Engineer services for Construction Observation of the project.

The owner (City of Sumner) will be responsible for the Construction Administration including direct contractor communication, field inspection and final direction, permitting, receiving site tickets, and payments. The owner will have an on-site engineer / project manager to collect and distribute to the JETT team, all submittals, RFI's, and shop drawings for documentation, distribution, review, and response.

Task 1: Heritage Park – Phase 2 Construction Observation / Administration

1.1 Bidding & Negotiation Phase

1. Duration: 30-45 days
2. Disciplines:
 - A. Landscape Architecture
 - B. Civil Engineering
 - C. Electrical Engineering
 - D. Structural Engineering
3. Description: Assist City of Sumner with bid clarifications, addendums to plans and specifications, preparation of final Conform Set of plans for implementation based on bid results and accepted add alternatives. City to lead construction bid process, all communication with contractors, and selection of final contractor and add alternatives for bid award.
 - A. Review and respond to bidder questions via Addendum process.
 - B. Prepare up to two (2) addendum drawing and specification packages during bid phase.
 - C. Prepare narrative document for each addendum noting changes.
4. Meetings:

- A. (3) Client Meetings
- B. (3) JETT Team Meetings
- 5. Deliverables:
 - A. Addendum to Bid Documents - Round 1
 - B. Addendum to Bid Documents - Round 2
 - C. Bid Conform Plans

1.2 Construction Observation

1. Duration: 10 months (March 1 – December 24, 2025)
2. Disciplines:
 - A. Landscape Architecture
 - B. Civil Engineering
 - C. Lighting Design
 - D. Electrical Engineering
 - E. Structural Engineering
3. Description: Assist City of Sumner with construction administration / observations. City to lead construction bid process, all communication with contractors, and selection of final contractor and add alternatives for bid award.
 - A. Review and respond to request for information during construction.
 - B. Review submittals for site elements, site lighting fixtures, civil, electrical, and structural engineering, site materials, furniture, planting, and irrigation.
 - C. Review shop drawings, provide mark ups, comments, and final approvals for fabrication.
 - i. Shop drawing (up to 10 sets to review, with 2 rounds of comments anticipated)
 - D. Site visits – Visit site to review progress, mock-ups, materials, planting specimens prior to installation, and irrigation progress throughout construction.
 - i. Assume three (10) site visits in base scope for JETT / JMJ
 - ii. All other site visits for the consultant team will be on a time and material basis.
 - E. Document site visit in field report with imagery, notes, and action items (if necessary) for each site visit (in-person).
 - F. Prepare final punch and back punch reports upon substantial completion of each project phase.
4. Meetings:
 - A. Construction Meetings – Virtual Attendance
 - i. Weekly Meetings (Virtual – 1 hour)
 1. March 3rd through December 24th (assume 40-44 meetings)
 - a. **Civil, Landscape**
 - B. Site Visits and meetings will be at the request of the City of Sumner (per Task 1.3) beyond the site visits noted for JETT and JMJ above. These additional services will be billed through Task 3: Management Contingency, shown in the fee schedule.
 - C. Final Punch Walk / Back punch (2)
5. Deliverables:
 - A. RFI and Submittal Responses
 - B. Shop drawing review, comments, responses, and approvals
 - C. Site Visit Reports
 - D. Punch List / Back Punch reports

1.3 Optional / Additional Services

A. Site Visits for consultant team.

- a. Attend as requested by owner, site visits and coordination events on site to assist in the implementation of any aspects of the project documents. This includes any engineering, lighting, landscape or site elements that may require additional review beyond the virtual weekly construction meetings established for the project.

B. Preparation of Conform (as-built) drawings upon completion of project installation.

- a. Provide preparation of conform drawings as an additional / option service at the end of the project implementation for client records.

Task 2: Project Management (JETT)

2.1 Project Management

1. Project Management
 - A. Coordinate all sub-consultants for meetings, deliverables, and project / product reviews.
 - B. Project progress reports of percentages complete included with monthly invoicing
 - C. Changes to schedule, deliverables, and tasks throughout the life of the project including management of add services, optional additions to scopes, etc.
2. Construction Management
 - A. Provide RFI, Submittal, Shop drawing logs for project records.
 - B. Receive (from City), organize, distribute, and respond (to City) all RFI's, Submittals, and Shop drawing documents.
 - C. Provide agenda and meeting minutes for weekly contractor meetings. City to lead agenda process with JETT team.
 - D. Distribute final documents, logs, RFI and submittal responses to City upon completion of the project for record documents.
3. Team management
 - A. Contracting, insurance, and administrative needs surrounding team contracts, invoices, and scheduling.
 - B. Collection of invoices, payments, and distribution of payment.

Task 3: Geotechnical Services

3.1 Geotechnical On-Call Services

1. Design Support – Final Coordination of building geotechnical services with Architect / Structural
2. Construction Support
 - A. Geotechnical Construction Support
 - B. Attend a pre-construction conference with the design team, contractor, and City of Sumner
 - C. Review geotechnical-related contractor submittals and requests for information (RFIs)
 - D. Observe and document general site grading excavation and subgrades
 - E. Observe and document utility trenching and subgrades
 - F. Observe and document pavement preparation and subgrades
 - G. Observe and document retaining wall foundations and backfill
 - H. Observe and document light pole foundations
 - I. Prepare a final letter summarizing our geotechnical observations and providing an opinion of compliance related to whether the geotechnical-related aspects of the

project were completed in general accordance with the geotechnical engineering report and recommendations.

Task 4: Environmental Services

4.1 Environmental On-Call Services

1. Environmental Construction Support

PBS will provide on-call oversight services for inspecting contaminated media (soil), testing media or stockpiled soil, conducting investigative sampling, and evaluating potential new discoveries that may arise during demolition and construction activities. Our services will include the following:

- A. The site-specific HASP will be updated to accommodate tasks proposed to be performed during the scope of work.
- B. On-call Project Geologist with 40-hour HAZWOPER certification for Construction Period Services
- C. Conduct removal confirmation soil sampling.
- D. Review any quality control/quality assurance testing and take appropriate follow-up action.
- E. Attend on-site meetings as appropriate/requested.
- F. Provide a Senior Project Manager/Geologist for technical review and regulatory consultation based on site conditions.

FEES AND EXPENSES

Fees for the above services will be provided on a **Time and Materials NTE (not to exceed) basis** and invoiced monthly on each task and phase of work. The below fees for base services include all sub-consultant fees. Refer to breakdown of fees in Exhibit C.

Base Services

Task 1: Heritage Park – Phase 2 Construction Observation / Administration	\$ 217,395
Task 2: Project Management	\$ 85,920
Task 3: Geotechnical Services	\$ 29,900
Task 4: Environmental Services	\$ 20,000
Task 5: Management Contingency	\$ 25,000

Total Base Services Fee	\$ 378,215
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Reimbursable Expenses (Budget Estimate)	\$ 2,500
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Total Fee	\$ 380,715
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Reimbursable expenses are included in the above fees and will be billed on a time and materials basis as described under Schedule of Hourly Rates and Expenses. The above amount is for budgeting purposes and may be subject to modification within the total fee amount. Please see Assumptions and Schedule of Hourly Rates and Expenses below.

ADDITIONAL SERVICES

Fees for the following optional services are not included in the above Scope of Work and Fees and may be negotiated on a task-by-task basis or at stated hourly rates. JETT will provide a detailed estimate of fees and expenses for Client approval prior to commencing with these services.

1. Change in overall project schedule of the outlined in the assumptions	Time and Materials
2. Additional permit submittals not identified in the above scope of work	Time and Materials
3. Additional advanced graphics / renderings not identified above	Time and Materials

SCHEDULE OF HOURLY RATES (JETT)

Refer to attached Exhibit B

ASSUMPTIONS

1. Schedule: The Project will be completed by December 24th, 2025.
2. Unless otherwise notified by City of Sumner (City), acceptance of the above proposal is for Base Services only on a time and material basis.
3. JETT will provide services in accordance with the above Scope of Work and Fees which shall be made a part of any agreement between JETT and City of Sumner (City) and both party's responsibilities and duties shall be as agreed upon under any such agreement.
4. Reimbursable expenses shown above are for budgeting purposes only. JETT will notify City for authorization of additional expenses if required.

EXCLUSIONS TO THE SCOPE OF WORK

Services not included in the above Scope of Work and fees are outlined below. Some services not performed by the JETT team may be contracted through them.

1. Professional services beyond those identified in base services as described above, including arborist reports, geotechnical reports, soils reports, traffic engineering, etc.
2. Meetings with agencies, regulatory entities, or stakeholder groups outside the above base scope of services.
3. Modifications or revisions to drawings outside of the addendum process noted in the base services.
4. Coordination and processing of submittals to jurisdictional agencies outside those listed in the above base services.
5. Payments for any permitting, documentation, or agency reviews.

INFORMATION AND/OR SERVICES TO BE PROVIDED BY OTHERS

The following information or services are required for the performance of work, and are not included in the above scope of services and fees:

1. Contractor administration, bid negotiations, payments to contractor, intake of any contractor documentation on-site or in the construction administration process. The City shall be directly responsible for all contractor communications to the design team (JETT team)
2. Environmental Services (contaminated soils, groundwater monitoring, critical areas)
3. Cultural Resources
4. Traffic Engineering

ESTIMATED WORK SCHEDULE

Refer to tasks above.

EXHIBIT 'A'

City of Sumner Town Center Scope of Work Heritage Park & Alley – Phase 2 Bid Documents

Exhibit A excluded from document due to size (200 pages)
refer to Construction Documents for Phase 2 Heritage Park

EXHIBIT 'B'

Schedules of Hourly Rates – PRIME

SCHEDULE OF HOURLY RATES AND EXPENSES

Hourly rates will be billed as follows in accordance with the above Scope of Work and Fees. The following fees are subject to change on or about January 1, 2026.

Principal	\$185.00 - \$265.00
Senior Landscape Architect / Project Manager	\$155.00 - \$180.00
Landscape Designer II / Sr. Cadd Drafting Technician	\$135.00 - \$150.00
Landscape Designer I / Cadd Drafting Technician	\$115.00 - \$130.00
Clerical	\$85.00 - \$120.00

EXPENSES

Printing, Plotting from CADD files and Reprographics by outside vendors.

In-house Plots – Black and White	\$2.09/S.F.
In-house plots – Color	\$3.30/S.F.
Small format in-house printing (8-1/2"x11")	\$0.28 per page for black and white / \$1.87 color
Small format in-house printing (11"x17")	\$0.28 per page for black and white / \$1.87 color
Sub-consultants	Cost + 15%
Third party vendors including but not limited to insurance tracking, invoicing, or other project management vendors	Cost + 15%

Reimbursable travel expenses include vehicular mileage at the current per mile rate published by the IRS at the time of billing, bridge tolls and parking, airfare, transit fare, lodging and meals. Printing and reprographics receipts will be submitted with each monthly billing in accordance with the attached Scope of Services and Fees.

EXHIBIT 'C'

Breakdown of consultant & sub-consultant fees

EXHIBIT C

Heritage Park, Event Building, and Alley - Phase 2 Construction Admin / Observation

Updated: February 2025

		Fees per Task	<u>JETT</u> <u>LA+D</u>	<u>JMJ</u> <u>Civil</u>	<u>Littlefish Lighting</u> <u>Design</u>	<u>BCE</u> <u>Site Electrical</u>	<u>SSF</u> <u>Structural Eng</u>	<u>PBS Geotechnical +</u> <u>Environmental</u>
Heritage Park								
1.0	Bid / Construction Observation	\$267,295.00	\$87,010.00	\$89,460.00	\$6,625.00	\$10,300.00	\$24,000.00	\$49,900.00
	Total Task Fee	\$267,295.00	\$87,010.00	\$89,460.00	\$6,625.00	\$10,300.00	\$24,000.00	\$49,900.00

Additional Services as needed to be pulled from Task 3: Management Contingency

Add 1	Optional Site Visits (per meeting)	Included in fee	Included in fee	\$1,250.00	\$600.00	\$400.00	\$400.00
Add 2	Option Virtual Meetings (per meeting)	Included in fee	Included in fee	\$285.00	\$200.00	\$200.00	\$200.00
Add 3	Mock Up review	Included in fee	Included in fee	\$5,000.00			
Add 4	Construction Conform / As-built Plans	\$2,500.00	\$2,500.00		\$1,800.00	\$4,000.00	\$4,000.00

		Fees per Task	<u>JETT</u> <u>LA+D</u>	<u>JMJ</u> <u>Civil</u>
Project Management				
2.0	Project Management	\$85,920.00	\$23,640.00	\$62,280.00
3.0	Project Contingency	\$25,000.00		
	Total Task Fee	\$110,920.00		

Total Prime Consultant fee	\$110,650.00
Total Consultant fee	\$242,565.00
Management Contingency	\$25,000.00
Total Base Services Fee	\$378,215.00

Reimbursables	\$2,500.00
Fee Total - Heritage Park Documentation	\$380,715.00

EXHIBIT 'D'

Sub-consultant contract exhibits

SCOPE OF WORK

This Scope of Work submitted to JETT Landscape Architecture & Design includes services to provide bidding and construction administration services for the Heritage Park Phase 2 project in Sumner, WA.

TASKS AND DELIVERABLES

Phase 1: Construction Administration – Civil Engineering

Objective:

To achieve the following tasks:

1. Attend prebid meeting with City and Consultant Team
2. Prepare addendums
3. Team collaboration during construction of the project
4. Provide civil engineering services during construction for the successful completion and acceptance of project.
5. Attend construction meetings (36 assumed)
6. Respond to contractor request for information (RFI)
7. Review product submittals
8. Site visits/Inspection
9. Produce As-built drawings for jurisdiction submittal
10. Produce Operations and Maintenance Manual
11. Overall Team and Project Administration for management of RFI's, Submittals, Shop Drawings, Meeting Notes.

Approach:

- Attend and contribute to team meetings when needed
- Respond to contractor request for information (RFI)
- Revise civil plans as necessary

- Review and track civil product submittals
- Maintain record drawings
- Deliverables: RFI responses, revised plans, record drawings, meeting
- Provide administrative recording and management of all RFI's, Submittals, Shop Drawings, and Meeting Notes. This will be kept in a online database.

ASSUMPTIONS

- Electronic copies of all deliverables will be provided for reproduction by others
- Jurisdiction permit and application fees are not included
- Standard expenses such as mileage and basic copies are included
- Construction will be a 9-month duration

PROJECT FEES

A summary of the Project totals is provided below.

JMJ #		STAFF	Principal Engineer	Senior Planner	Designer II	Drafter	Project Facilitator	TOTAL HOURS	TOTAL COST	SUBTOTALS
WO #	Heritage Park - Phase 2 CA	BILL RATES	\$260.00	\$200.00	\$155.00	\$115.00	\$160.00			
1.0	Heritage Park									
1.1	Civil Construction Administration									
	Prebid Meetings	6		6				12	\$2,490	
	Bidding Addendums	16	4	32	32	32		116	\$18,720	
	Pre-Construction Meeting	2		2				4	\$830	
	Meetings (36)	60		60				120	\$24,900	
	RFI's (10)	20	10	40	20	10		100	\$17,300	
	Submittals	16		24		16		56	\$10,440	
	Record Drawings	2		8	32			42	\$5,440	
	Site Inspections	16		24				40	\$7,880	
	Stormwater Operation and Maintenance Manual	2		4		2		8	\$1,460	
	<i>Subtotal</i>							498		\$89,460
	Overall Team and Project Administration									
	Facilitation of RFI's, Submittals, and Shop Drawings, Plan Changes, Pay Estimates, Project Meeting Minutes, etc	18					360	378	\$62,280	\$62,280
Project Total		158	14	200	84	420	876		\$151,740	\$151,740

TERMS AND CONDITIONS

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. The Basic Services to be performed by MJM TEAM, hereinafter referred to as ENGINEER, are defined in the attached proposal letter agreement, hereinafter referred to as Letter of Agreement. When Letter of Agreement is signed by both parties, with the second party hereinafter referred to as CLIENT, the Letter of Agreement invokes the Standard Agreement and Terms And Conditions contained herein.

1.1.2. The part of the Project for which ENGINEER is to provide services described in the attached Letter of Agreement and in this document is hereinafter referred to as This Part of the Project.

1.1.3. ENGINEER will collaborate with CLIENT and CLIENT's consultants to the extent required to provide a coordinated design for the overall Project. All communications with the CLIENT's consultants or other Project participants will be through or with the knowledge of the CLIENT. Except as set forth herein, ENGINEER will not have any duties or responsibilities for any other part of the Project. ENGINEER will perform services in character sequence and timing so that it will be coordinated with that of CLIENT and other consultants for the Project. ENGINEER agrees to a mutual exchange of Drawings and Specifications for the Project with CLIENT and other consultants.

1.1.4. If you have chosen not to have the ENGINEER and the consultants of the ENGINEER provide construction administration services on the project, then those services shall be excluded from our contract. The CLIENT shall then assume the liability to ensure that the project is constructed in accordance with the design of the ENGINEER and the CLIENT will hold the ENGINEER harmless from any claim due to the contractor not building per plans and specifications.

SECTION 2 - ADDITIONAL SERVICES

2.1 General.

If authorized in writing by the CLIENT, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided in the attached Letter of Agreement; these will be paid for by CLIENT as indicated in Section 5.

2.1.1. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT.

2.1.2. Services resulting from significant changes in extent of This Part of the Project or its design including, but not limited to, changes in size, complexity, CLIENT's schedule, or character of construction; and revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3. Additional services in connection with This Part of the Project; including services normally furnished by CLIENT, and services not otherwise provided for in this or the attached Letter of Agreement such as: services of special consultants, value engineering, detailed cost estimates, or Bid Phase or Construction Phase services.

SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

3.1. Provide all criteria and full information as to CLIENT's requirements for the Project including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. Furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.4. Furnish, or direct ENGINEER in writing to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.5. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Design Phase (unless otherwise stated in attached proposal letter). ENGINEER's obligation to render services hereunder will extend for a period that may reasonably be required for the design (unless otherwise stated in attached proposal letter) of This Part of the Project; including extra work and required extensions thereto.

4.2. If ENGINEER's services for design (or phases as stated in attached proposal letter) of This Part of the Project are delayed or suspended (in whole or in part) by CLIENT for more than two weeks for reasons beyond ENGINEER's control then ENGINEER shall, on written demand to CLIENT (but without termination of this Agreement) be paid as provided in paragraph 5.3.1. If such delay or suspension extends for more than three months (for reasons beyond ENGINEER's control) or if ENGINEER, for any reason, is required to render services more than three months after initial date of letter of agreement, the various rates of compensation shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1.1. For Basic Services. CLIENT shall pay ENGINEER for Basic Services described in the Letter of Agreement rendered under Section 1 the Lump Sum or Time and Materials Fee as described in the Letter of Agreement.

5.1.2. For Additional Services. CLIENT shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered, under paragraphs 2.1.1 through 2.1.3, the fee shall be that which is agreed upon on an Authorization for Additional Services form. This Authorization for Additional Services form shall be issued at the time of CLIENT's request and shall include revised scope of work. The Authorization for Additional Services form shall be signed by the CLIENT and this will act as notice to proceed with Additional Services.

5.1.3. Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, CLIENT shall pay ENGINEER the actual costs (times a factor of 1.08) of all Reimbursable Expenses incurred in connection with all Basic and Additional Services if defined in the attached Letter of Agreement.

5.1.4. The terms "Reimbursable Expenses" will have the meanings assigned in paragraph 5.4.

5.2. Times of Payments

5.2.1. ENGINEER shall submit monthly or semi-monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The invoices will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. Payment terms are net 30 days. CLIENT shall make prompt payments in response to ENGINEER's statements.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event of termination by CLIENT under paragraph 7.1 of the Basic Services; ENGINEER will be paid for services rendered up to that time (on the basis of The Letter of Agreement Rate Schedule, if included. Otherwise, Direct Labor Costs times a factor of 3.2) for services rendered to date of termination by principal and employees assigned to This Part of the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination Expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Design Phase.

5.4. Definitions.

5.4.1. The Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Projects, including but not limited to; engineers, designers, drafters, estimators, administration, and clerical.

5.4.2. Reimbursable Expenses means the actual expenses incurred (directly or indirectly) in connection with the Project for: obtaining bids or proposals from Contractor(s); postage, toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project related items in addition to those required under Section 1; project related travel and lodging costs; and, if authorized in advance by CLIENT, overtime work requiring higher than regular rates.

SECTION 6 - OPINIONS OF COST

6.1. Opinions of Cost.

6.1.1. Since Engineer has no control over the cost of labor, material, equipment, or services furnished by others; or over the Contractor(s) methods of determining prices; or over competitive bidding or market conditions; then his opinions of probable Construction cost for This Part of the Project provided for herein are to be made on the basis of his experience and qualifications; and represent his best judgment as an experienced and qualified Professional Engineer (familiar with the construction industry). ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost for This Part of the Project will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Construction Cost for This Part of the Project he shall employ an independent cost estimator as provided in paragraph 2.1.3.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. Termination.

7.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice.

7.2. Reuse of Documents.

7.2.1. All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by ENGINEER for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER; and CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

7.3. Records.

7.3.1. Records of ENGINEER's Direct Labor Costs, Payroll Costs, and Reimbursable Expenses (pertaining to This Part of the Project) will be kept on a generally recognized accounting basis and made available to CLIENT on request.

7.3.2. ENGINEER shall maintain all design calculations on file in legible form. A copy of these shall be available to CLIENT at ENGINEER's expense; and the originals shall not be disposed of by ENGINEER until after sixty days prior written notice to CLIENT or 60 months after project completion without notice.

7.3.3. ENGINEER's records and design calculations will be available for examination and audit as required in writing by CLIENT.

7.4. Insurance.

7.4.1. CLIENT and ENGINEER shall each procure and maintain insurance (other than life insurance) for protection from claims under worker's compensation acts, claims for damages because of bodily injury (including personal injury), sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

7.4.2. Also CLIENT and ENGINEER shall each procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in such amounts, with such deductible provisions, and for such periods of time as appropriate for the size of the project; and certificates indicating that such insurance is in effect will be exchanged by them.

7.4.3. CLIENT will also cause other professional consultants retained by CLIENT for the Project to procure and maintain comparable professional liability insurance coverage.

7.4.4. CLIENT agrees to limit the ENGINEER's liability to the CLIENT and to all construction contractors and subcontractors on the project, due to the ENGINEER's negligent acts, errors or omissions, or any claim of any nature whatsoever arising out of or relating to the performance of professional services under this agreement, such that the total aggregate liability of the ENGINEER to all those named shall not exceed \$50,000 or the ENGINEER's total fee for services rendered on this project, whichever is greater.

7.5. Controlling Law.

7.5.1. This Agreement is to be governed by the law of the State of Washington.

7.6. Successors and Assigns.

7.6.1. CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors,

executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.6.2. Neither CLIENT nor ENGINEER shall assign, sublet, nor transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.6.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

SIGNATURE

By signing this document, I agree to the Scope of Work and Project Budget contained herein.

Project Owner

Date

JMJ TEAM

Justin Jones, PE Vice President

Date



February 14, 2025

Jett Landscape Architecture + Design
93445 California Ave SW,
Seattle, WA 98116

Attn: Todd Bronk

RE: City of Sumner Heritage Park and Alley Site – Electrical CA Support Fee

Dear Todd,

We are pleased that you have included BCE Engineers on the team for this project. We look forward to working with you on this challenging project.

The scope of work as we understand it from the Request for Proposal received on January 25, 2025 is as follows:

Scope of Work

- Attend the onsite Pre-Construction Meeting
- Addendums to Bid Documents – (total of 2 addendums)
- Review, process, respond to submittals, Shop Drawings, and RFI

We propose a **Time and Material not-to-exceed fee of \$10,300** to cover this service.

Additional Extra Services and Options:

1. On-Site Meetings per owner's request. Owner/Contractor request consultant to meet on site to review conditions, mock ups, installations, pay app review and punchlist. We anticipate this task to include a site visit report per visit. We propose a **fixed fee of \$600 per visit.**
2. Virtual Meetings per owner's request. Owner/Contractor request consultant to meet on Teams call for an approximate of 1 hour. We propose a **fixed fee of \$200 per meeting.**
3. Addendums to Bid Documents: Provide up to (2) addendum changes to support drawing and specification changes resulting from review comments, owner changes and coordination changes. We propose to provide the above scope for a **fixed fee of \$1,800.**

4. Record Drawings: Provide electrical record drawings to consolidate construction/field changes include RFI's and contractor redlines. We propose to provide the above scope for a **fixed fee of \$2,200.**

As the scope of work is not defined for these items, we would defer any negotiations until further information is known.

This proposal is based on the design schedule per Exhibit B which continues through to completion without substantial or repeated delays. In situations where these delays occur, BCE Engineers reserves the right to request additional compensation.

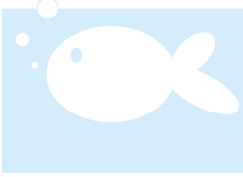
Again, thank you for the opportunity to work on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

BCE ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Henry Santos', with a stylized flourish at the end.

Henry Santos
Associate Principal



<i>Project</i>	Sumner Heritage Park + Hops Alley CA NTE [25 07]
<i>Location</i>	914 Kinkaid Ave Sumner, WA 98390
<i>Client</i>	JETT Landscape + Architecture 3445 California Ave Seattle WA 98116



Project Summary

This proposal is now for the Construction Administration/Assistance of Phase 2 of the project. Other previous phases have been completed. The timeframe for this phase is to be from 01 March 2025 through 24 December 2025. It is understood that we will be contracted directly to the Client, City of Sumner.

Scope of Work

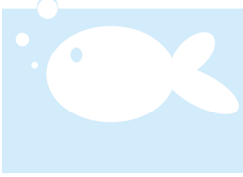
The following proposal is based on tasks and assumptions provided by the Landscape Architect in the RFP of 25 January 2025. A Not To Exceed (NTE) amount has been calculated based on these tasks and requirements, with allowances included based on prior project experience.

Services

LittleFish Lighting, Inc. (LFL) will act as the lighting designer of record and lead the design effort. Design support, production and calculation assistance, and other specialty tasks, may be provided by sub-consultants to LittleFish Lighting, as needed. Fees for these tasks have been included.

LittleFish Lighting, Inc. is not an electrical engineer. Electrical circuiting and Emergency Egress Design are not included. It is assumed that the electrical engineer for the project will own and write the Specification, and LFL will work with the electrical engineer to support the 26 5000 sections for lighting.

100 % Female Owned | Verified Small Business | Certified Minority Owned | King County SCS



Code compliance, LEED and other program documentation forms are not included. All information needed for the electrical engineer to complete these forms will be provided in the luminaire schedule.

Whenever possible, LFL will specify products that are standard and off-the-shelf. Selection of product is based on application, performance, durability, and maintainability, as well as aesthetics. A Basis of Design specification will be provided.

Excluded Services (The following items are not included in this proposal)

- Alternate designs for cost/value comparisons after the DD phase
- Re-designs due to outside value engineering analysis after the DD phase
- Construction cost estimates for lighting system
- Multiple bid packages
- Record drawings
- Energy Incentive Program Assistance
- LEED Tracking and Documentation
- Onsite observation performed at the end of the warranty period
- Commissioning
- Emergency Egress design and calculation
- Code Compliance forms

The following services will be performed to support the project for this phase of design:

Construction Administration/Assistance

1. Attend an initial on-site pre-construction meeting sometime in the first two weeks of March.
2. Attend virtual weekly meetings 03-28 March. Four 1-hour meetings are assumed.
3. Be available to attend the bi-weekly virtual meetings thereafter. Two 1-hour meetings are assumed due to the detailed nature of some of the lighting elements.
4. Review lighting submittals and provide responses/feedback. Two submittals are assumed.
5. Review lighting shop drawings and provide responses/feedback.
6. Respond to RFIs during the construction process.

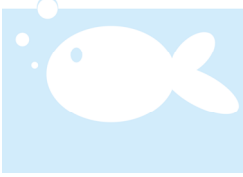
Contingency:

On-site meetings for installation review, at the discretion of the Client. This will include written field reports. Two of these are assumed and are listed as a separate line item from the NTE amount.

On-site mock-up is listed as a separate line item to cover organizing products and set up. Cost of products, labor and delivery for mock-ups are not included**.

Deliverables for the Schematic Design phase:

- Responses and attendance, as noted above.



Compensation

LFL will be compensated on a Time + Materials basis in the total NTE amount shown below. A separate NTE fee is shown as a contingency for additional on-site meetings called by the Client, and another NTE fee is shown for an on-site mockup, if desired. Fees will be billed monthly in proportion to the services performed and tasks completed. Billing will NOT be on an hourly breakdown basis.

Construction Administration/Assistance	\$ 8,325 NTE
Contingency On-site Meetings	\$ 2,500 NTE
Mock-up**	\$ 5,000 NTE

Listed below are the current standard billing rates for LittleFish Lighting services in the United States (USD), effective as of 01 January 2025. As a result of our streamlined internal structure, shown are the broad 'task categories' that are used for a project, as needed. Those assumed as not needed for this Phase have been greyed out. All work is done in the United States. We do not send work offshore.

Category	Rate/Hour
Senior Designer/Project Manager	\$260
Specialty Designer (external specialist)	\$295
Project Designer (REVIT/CAD)	\$195
Calculations / Compliance / Code research	\$180
Renderings (SketchUp, Photoshop)	\$170
Project Administration / Coordinator	\$95

Signing below gives LittleFish Lighting, Inc. authorization to proceed and is acceptance of the included scope, fees, terms, and conditions. Any verbal request to proceed will be acknowledged as acceptance of this proposal in its entirety.

Proposed by:

Devki RajGuru
president

LittleFish Lighting, Inc.

Date: 28 January 2025

Accepted by:

JETT Landscape + Architecture
Printed Name _____

Title _____

Date: _____

EXHIBIT D



Swenson Say Fagét

STRUCTURAL ENGINEERING

2124 Third Avenue, Suite 100
Seattle, WA 98121
O 206.443.6212

934 Broadway, Suite 100
Tacoma, WA 98402
O 253.284.9470

⊕ ssfengineers.com

January 29, 2024

Todd Bronk
JETT Landscape Architecture
3445 California Avenue SW
Seattle, WA 98116

RE: Proposal for Structural Construction Administration Services, City of Sumner, Heritage Park, – Phase II (Park and Alley)

Thank you for inviting our proposal for construction administration services for the City of Sumner Heritage Park project. SSF Engineers has extensive experience with public work projects of this type. This document is to confirm our understanding of the scope of services and compensation for this project. This proposal is based on our bid-set drawings as well as continued conversations with your office.

Project Understanding and Scope of Work

It is our understanding that we will continue to provide construction administration services through construction relating to the structural aspects of this project. Our scope will include a full scope of services through the construction administration phase. These items will include:

- Permit review comments and respond to these comments with updated drawings and calculations.
- Providing (2) sets of addendum drawings for clarity during the CA phase.
- Responding to written RFI's from contractor.
- Shop drawing review.
- Submittal review.

We will bill for our services as hourly as needed, at our hourly rates, and are listed in our schedule of conditions.

Estimated total fees for construction administration services: \$24,000 (hourly, not to exceed)

Optional additional Services and Associated Fees

- | | |
|---|---------------------------------|
| • On-site meeting, as requested (including site time, travel time) | \$400 per meeting |
| • Virtual meetings, as requested (conducted from office) | \$200 per meeting |
| • Providing conformance (as-built) drawings at the end of project Installation, showing all revisions during construction to the construction documents | \$4,000 (hourly, not to exceed) |

Deliverables

Refer to scope of work outlined above

Schedule

It is our understanding that the schedule for construction will start March 1st, and continue through December 24th, 2025.

Schedule of Conditions

This proposal is based on the above project description, as well as the attached Schedule of Conditions that is part of this agreement. Our hourly rates and billing particulars are included in our Schedule of Conditions.

We intend to furnish our services in accordance with the attached Memorandum of Engagement for Professional Services which defines completely the agreement between us. You should understand that no other conditions, express or implied, will apply to Swenson Say Faget's performance of its services. If you accept these conditions, please return to us a signed copy of this proposal.

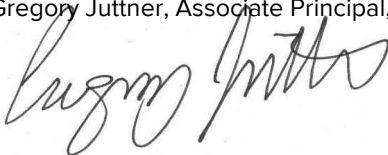
If we have not received the countersigned proposal before we begin to perform our services or you do not otherwise object to our Memorandum in writing prior to our beginning work, we will proceed according to the Memorandum of Engagement and assume that it is acceptable to you.

Thank you again for inviting our proposal for structural engineering services on the City of Sumner Heritage Park design. We look forward to being part of the design team.

Sincerely,

SWENSON SAY FAGÉT
A Structural Engineering Corporation

Gregory Juttner, Associate Principal, P.E., S.E.



JETT Landscape Architects

February 27, 2025

EXHIBIT D

Todd Bronk, RLA
JETT Landscape Architecture + Design
3445 California Avenue SW
Seattle, Washington 98116

Via email: Toddb@jett.land

Regarding: Preliminary Scope and Fee Estimate to Provide Construction Observation Services
Heritage Park Improvements and Hop Alley
902 Kincaid Avenue
Sumner, Washington
PBS Project 41825.003

Dear Mr. Bronk:

PBS Engineering and Environmental LLC (PBS) is pleased to submit this preliminary scope and fee estimate to JETT Landscape Architecture + Design (Client) to provide geotechnical and environmental construction observation services (COS) for the Heritage Park Improvements and Hop Alley project at 902 Kincaid Avenue in Sumner, Washington.

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

PROJECT UNDERSTANDING AND APPROACH

PBS understands the current phase of the project will include renovation of Hop Alley and will only include work within the northern portion of the park at the tip of the triangle. Some light poles may also be replaced/installed in the greater park area.

SCOPE OF WORK

Our services will be provided as needed on a part- and full-time, on-call basis during construction. Observations for each visit will be summarized in daily field reports and distributed to City of Sumner and the construction team.

Task 1 – Geotechnical COS

Geotechnical Design Consultation

Final development plans for the project were not completed when the geotechnical engineering report (GER) was prepared, and additional services beyond completion of the GER were necessary to complete final design. We provided geotechnical engineering consultation to the design team and attended project design meetings, addressed geotechnical-related design questions, and reviewed the project plans and specifications before they were finalized. Our review allowed us to verify that our recommendations and concerns had been adequately addressed in the design. This work has mostly been completed, but we have assumed some additional geotechnical design coordination may be required for future phases of the project.

Geotechnical Construction Support

- Attend a pre-construction conference with the design team, contractor, and City of Sumner
- Review geotechnical-related contractor submittals and requests for information (RFIs)
- Observe and document general site grading excavation and subgrades
- Observe and document utility trenching and subgrades
- Observe and document pavement preparation and subgrades
- Observe and document retaining wall foundations and backfill
- Observe and document light pole foundations
- Prepare a final letter summarizing our geotechnical observations and providing an opinion of compliance related to whether the geotechnical-related aspects of the project were completed in general accordance with the geotechnical engineering report and recommendations.

Assumptions

We have developed our preliminary scope and fee estimate based on the following assumptions and our experience with similar projects.

- We estimate a total of three geotechnical-related submittals or RFIs will be reviewed at an average cost of approximately \$1,500 per submittal or RFI.
- For each site visit, we assume travel time from our nearby Seattle office. Field vehicles and equipment used during our site visits will be billed at our standard rates.
- We will also provide office engineering support, project and contract management, and correspondence as necessary to provide our services efficiently and appropriately.
- We assume backfill compaction testing, including associated laboratory testing on backfill materials, for aggregate placed behind walls, around foundation elements, and around utilities will be completed by others.
- We assume the following construction activities will require PBS labor with the number of full working days, or partial-day site visits, listed in the following table.

Construction Activity	Assumed Working Days
General Site Grading Excavation and Subgrades	5 (partial days)
Utility Trenching and Subgrades	5 (partial days)
Pavement Preparation and Subgrades	5 (partial days)
Retaining Walls	2 (full days)
Light Pole Foundations	4 (full days)

Task 2 – Environmental COS

Environmental Construction Support

PBS will provide on-call oversight services for inspecting contaminated media (soil), testing media or stockpiled soil, conducting investigative sampling, and evaluating potential new discoveries that may arise during demolition and construction activities. Our services will include the following:

- The site-specific HASP will be updated to accommodate tasks proposed to be performed during the scope of work.
- On-call Project Geologist with 40-hour HAZWOPER certification for Construction Period Services
- Conduct removal confirmation soil sampling.
- Review any quality control/quality assurance testing and take appropriate follow-up action.
- Attend on-site meetings as appropriate/requested.
- Provide a Senior Project Manager/Geologist for technical review and regulatory consultation based on site conditions.

Environmental Laboratory Testing

Soil samples will be collected in laboratory-provided containers that will be sealed, labeled, and stored in a cooler for transport to a state-accredited laboratory under chain-of-custody documentation. This task includes collection of and laboratory analysis of up to 30 soil samples on a rush (48-hour) turnaround time from the laboratory. Soil samples will be analyzed for the following contaminants of concern:

- TPH as gasoline and benzene, ethylbenzene toluene xylene (BTEX) by Northwest Method NWTPH-Gx/BTEX,
- Diesel and oil-range TPH by Northwest Method NWTPH-Dx, and
- Total lead by EPA method 6010.

Environmental Reporting

A formal report will be written as part of this scope. The report will include:

- Description of site characterization to date and interim action activities
- Site Plans
- Tabulated Data
- Summary and Conclusions

COMPENSATION ESTIMATE

Estimating fees for construction observation services is difficult, as our services are completely dependent on the weather and the contractor’s schedule and approach to work. PBS has not yet reviewed a construction schedule provided by the contractor. PBS has been asked to provide a preliminary estimate of the scope of work that may be required, which will be performed on a time and materials basis, with an estimated budget apportioned as follows:

Task 1 – Geotechnical COS	
Geotechnical Design Consultation	\$5,000
PBS Labor During Construction	\$28,100
Other Expenses (mileage and equipment)	\$1,800
Total Estimated Cost of Task 1	\$29,900

Task 2 – Environmental COS

PBS Labor During Construction	\$13,000
Laboratory Testing and Other Expenses (mileage and equipment)	\$7,000
Total Estimated Cost of Task 2	\$20,000

Estimated Total Cost	\$49,900
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These fees assume that any modifications to the scope of work previously described, or work following our submission of the final letter (such as project meetings, additional site visits, etc.), will be considered additional work. Any additional work will be billed on a time and materials basis.

SCHEDULE

PBS understands a general contractor has been selected and construction could start as early as April 2025. We request that PBS be notified a minimum of 48 hours prior to part- and full-time site visits in order to prepare necessary equipment and schedule the geotechnical staff.

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.

PBS appreciates this opportunity to submit our proposal to you and looks forward to your favorable consideration. Please feel free to contact Spencer Ambauen at 206.949.6073, spencer.ambauen@pbsusa.com or Nasrin Bastami at 206.766.7636, nasrin.bastami@pbsusa.com with any questions or comments.

Sincerely,

Spencer Ambauen
Senior Geotechnical Engineer
PBS Engineering and Environmental LLC



Nasrin Bastami
Environmental Practice Lead
PBS Engineering and Environmental LLC

SA:NB

SUBJECT: Valley Ave Overlay - Design Consultant Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$103,970.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Consultant Agreement
-

STAFF CONTACT: Gursimran Singh, Engineering Specialist

SUMMARY BACKGROUND:

This project will grind and overlay Valley Avenue from the Sumner City Limits (just north of the interchange with SR 410) to Meade McCumber Rd E. The project will grind existing asphalt surface, repair failing pavement/subgrade, overlay the roadway, repair any damaged curbing, complete work to conform to current ADA requirements, restore pavement markings, and complete associated utility work as applicable. The current roadway section consists of 2-3 motorized lanes, dual bike lanes, on-street parking, curb, gutter, and sidewalk.

Four Statement of Qualifications were received on October 30, 2024 for this project. KPG Psomas was selected to provide consulting services for this project through a qualification-based selection process. An agreement with a maximum amount payable of \$98,961.09 was negotiated for the design of the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 3/4/2025 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with KPG Psomas, in an amount not-to-exceed \$98,961.09 for the Valley Ave Overlay project, (CIP 22-07), substantially in a form approved by the City Attorney.

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Psomas		
Address 2502 Jefferson Avenue, Tacoma, WA 98402	Federal Aid Number 3117(004)	
UBI Number 604-635-123	Federal TIN or SSN Number 95-2863554	
Execution Date	Completion Date 12/31/2026	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title Valley Ave Overlay - Sumner City Limits to Meade McCumber Rd E		
Description of Work This project will grind and overlay Valley Avenue from the Sumner City Limits (just north of the interchange with SR 410) to Meade McCumber Rd E. The project will grind existing asphalt surface, repair failing pavement/subgrade, overlay the roadway, repair any damaged curbing, complete work to conform to current ADA requirements, restore pavement markings and complete associated utility work as applicable.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: \$98,961.09 Management Reserve Fund: \$0.00 Maximum Amount Payable: \$98,961.09

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Agreement Number:

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

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

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

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

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

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

If to AGENCY:		If to CONSULTANT:	
Name: Gursimran Singh		Name: Nate Mozer	
Agency: City of Sumner		Agency: Psomas	
Address: 1104 Maple Street, Suite 200		Address: 2502 Jefferson Avenue	
City: Sumner	State: WA	City: Tacoma	State: WA
Zip: 98390		Zip: 98402	
Email: gursimrans@sumnerwa.gov		Email: Nate.Mozer@psomas.com	
Phone: 253-299-5712		Phone: 253-344-5282	
Facsimile:		Facsimile:	

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Agreement Number:

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number:

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

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

Agreement Number:

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

Agreement Number:

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

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

Insurance Coverage

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

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

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

Name: Gursimran Singh
Agency: City of Sumner
Address: 1104 Maple Street, Suite 200
City: Sumner State: WA Zip: 98390
Email: gursimrans@sumnerwa.gov
Phone: 253-299-5712
Facsimile:

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

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

Agreement Number:

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

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XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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

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

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

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

Signature

Date

Signature

Date

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

Agreement Number:

Exhibit A Scope of Work

Project No. 3117(004)

See Attached Exhibit A: Scope of Work

Agreement Number:

**City of Sumner
Valley Ave Overlay
SR410 to Meade McCumber Rd E
Scope of Work**

Psomas
February 2025

A. PROJECT DESCRIPTION/BACKGROUND

The following Scope of Work outlined effort required to develop Plans, Specifications, and Estimate for resurfacing Valley Avenue, from the north side of the WSDOT design for the SR410 roundabouts to Meade McCumber Rd E (approximately 0.28 miles). This project will include grind/overlay, spot foundation repair, and replacing non-conforming curb ramps.

B. ASSUMPTIONS

The following assumptions were made to provide direction for the design:

- ☐ The project is federally funded.
- ☐ Pavement rehabilitation will consist of a 1 1/2-inch grind and 2-inch overlay, with an option to pre-level the planed surface as required. Feasibility for this treatment is based on record drawings the City provided from the last overlay. Geotechnical investigation will not occur.
- ☐ Neither right of way nor easement acquisition will be required.
- ☐ Special Provisions will be developed based on the 2025 WSDOT Standard Specifications.
- ☐ Utility improvements are limited to minor storm drainage improvements at Gary Street and revisions to storm drainage to accommodate curb ramp improvements.
- ☐ Up to six nonconforming curb ramps will be replaced under this project. No sidewalk or driveway approaches will be replaced.
- ☐ The project will remove existing catch basin aprons and replace them with standard traffic curb and gutter
- ☐ Traffic Control plans for specific phases of work will be developed.
- ☐ The City would like to survey the intersection of Meade McCumber Rd E and Valley Avenue as part of this project but does not have sufficient funds for design or construction funding. Should the City desire to incorporate the intersection into the project design, a separate scope of work will be developed for the intersection improvements. This scope of work reflects ending the project just south of the intersection of Meade McCumber (PCs of south curb returns).
- ☐ Once a survey basemap has been created for the project, the City will perform additional research into available right of way and easements. Following this investigation, the City will decide whether they would like Psomas to complete intersection improvements or leave the design unchanged.
- ☐ The City will lead and coordinate any utility relocations required as part of this project.
- ☐ Plans will be developed using AutoCAD 2024 Civil 3D using Psomas drafting standards.
- ☐ The City will be responsible for preparing applications and acquiring all required City permits.

Exhibit A

- ❑ No public involvement or public meetings will be held.
- ❑ Environmental Documentation
 - A Construction Stormwater General Permit will not be required.
 - The project is considered maintenance and therefore exempt from Shorelines.
 - The project is Categorically Exempt from SEPA. A SEPA Checklist will not be developed.
 - The project is Categorically Exempt from NEPA. A NEPA Categorical Exclusion Documentation Form will be completed and submitted as part of this project.
 - This project is exempted from Section 106. This exemption will be documented with a Section 106 consultation and APE letter.
- ❑ Contract documents will be submitted to WSDOT Local Programs for review and approval.
- ❑ City will complete all WSDOT Obligation documentation submittals including LAA, Project Prospectus, Checklists, etc. for the duration of the project. Psomas will support these efforts by providing exhibits, updated cost estimates, or other documents as requested by City.

C. CITY OF SUMNER-PROVIDED ITEMS:

The City of Sumner will provide/prepare the following, if available:

- ❑ Locates for existing City public utilities prior to survey field work.
- ❑ Storm, sanitary sewer, and potable water infrastructure Record Drawings within project area as currently available from the City.
- ❑ Traffic Counts.

D. SCOPE OF WORK

TASK 1 – MANAGEMENT/COORDINATION/ADMINISTRATION

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes a 8-Month contract duration:

- 1.1 Provide project administrative services including:
 - Preparation of monthly invoices
 - Preparation of monthly progress reports including amount spent, and amount remaining for each task
 - Maintaining project files
 - Record keeping and project closeout
- 1.2 Provide project management services including:
 - Project staff management and coordination
 - Psomas design team coordination meetings
 - Schedule and budget monitoring
 - Miscellaneous letters and phone calls

Exhibit A

1.3 Coordination with WSDOT

- Coordinate with Local Programs (LP) on project startup
- Submit PIC's and Division 1 to Local Programs for WSDOT approval prior to final bid documents.
- Kickoff Meetings with ADA and Environmental subject matter experts
- Submit Plans, Specifications, and Estimate to Local Programs for final PS&E approval

1.4 QA/QC on Deliverables.

- Provide senior level review of all submittals

Task 1 Deliverables:

- Monthly invoices (8 months)
- Monthly progress reports (8 months)
- Meeting notes for Consultant/City Meeting
- QA/QC Documentation

TASK 2 – SURVEY AND BASE MAPPING

This task describes the effort anticipated to conduct field survey and create a base map for resurfacing design and design of curb ramps to be replaced.

2.1 Survey Control: Existing monuments and property markers will be located and horizontal and vertical control points set, which will be used for mapping and control during construction.

2.2 Topographic Mapping: The following items will be picked up during field survey:

- Gutter lip and flowline.
- Utility castings and monuments within the roadway.
- Curb ramps: Detailed survey will be conducted approximately 20 feet north/south of the ramp and approximately 5 feet beyond the back of walk.
- Detailed Survey at the Gary Street and Meade McCumber intersections to assist with curb ramp layout and utility design

2.3 Develop Base Map: The above information will be combined into a design base map prepared in AutoCAD 2024 using Psomas drafting standards.

Task 2 Deliverables:

- Electronic base map showing utility locations, surface features, and contours at 1-foot intervals (in areas where detailed survey is conducted).

Task 2 Assumptions:

- The base map will consist of aerials augmented with survey information as specified above. The survey information portion of the base map will be prepared in AutoCAD 2024 using Psomas drafting standards.
- City utilities will be located by City staff.
- Property corners and line stakes or hubs will not be set as part of this Scope.
- Right of way will be delineated adjacent to curb ramp improvements, lot lines within tangent sections of roadway will be provided as GIS.

Exhibit A

- Six (6) existing curb ramps will be analyzed for replacement.
- A private utility locator will be utilized for franchise utility locates, the City will mark City owned water, sewer, and storm and facilities.
- DIPs on storm structures will only be conducted at Gary Street and in the vicinity of the bulb out opposite the Calvary Church Entrance. DIPs will not be conducted on the sanitary sewer system.

TASK 3 – PRELIMINARY DESIGN (30%)

This task includes the effort to conduct a field walk with City staff to determine the specific improvements for the project and develop preliminary construction plans for the project.

- 3.1 Initial Field Review: Consultant will conduct an initial field review of the project to determine existing curb ramp conditions per ADA requirements.
- 3.2 Initial ADA meeting with Local Programs: Upon completion of the initial field review the Consultant shall attend one (1) ADA kickoff meeting with Local Programs. Assume two (2) consultant staff for one (1) meeting. During the meeting, the following will be confirmed:
- Existing curb ramps to be replaced
 - Proposed curb ramp layout and material
 - Additional curb ramps required by Local Programs
- 3.3 Preliminary Design: Information obtained from field walks and meetings will be used to prepare preliminary construction documents and construction cost estimates. The following is the estimated Sheet Count:

Title	Number
Cover Sheet	1
Survey Control & Alignment Data	1
Legend & Abbreviations	1
Typical Roadway Sections	1
Demolition/TESC (20 Scale, Plan/Plan)	2
Overlay (20 Scale, Plan/Plan)	2
Curb Ramp (Gary St; 5 Scale, plan layout only)	2
TOTAL	10

- 3.4 Construction Cost Estimate: The Consultant shall prepare 30% quantities and opinion of probable cost for review and approval by the City.
- 3.5 Design Review Meeting: The purpose of this meeting is to conduct a working review of the plans and estimate. The comments, discussion, and decisions from this meeting will be incorporated into the 90% PS&E package. Plans will be submitted for review 1 week prior to the meeting.

Task 3 Deliverables:

- Half size plan set of 30% Design for preferred alignment (PDF & 1 hard copy 11"x17")
- Construction Cost Estimate (PDF & 1 hard copy).

Task 3 Assumptions:

- A maximum of six (6) existing curb ramps will be designed at Gary Street.
- City staff has measured all curb ramps serving crossings at the Calvary Church intersection and has found them to be ADA compliant.

Exhibit A

- City staff present at project design review meetings will have the authority to make decisions and provide direction regarding critical project elements.
- When curb ramps on one side of the street are improved, the opposite curb ramp will be replaced to meet ADA requirements.
- Design details such as project limits, pavement preservation design, full depth replacement areas, horizontal layout of curb ramps, horizontal layout of utilities, and configuration of pavement markings will thoroughly reviewed by the City at the 30% Design level. WSDOT ADA subject matter expert may request additional revisions, these will also be addressed at the 30% Design level.
- City requested revisions to the 30% Design will provided to Psomas as plan markups. These comments will be discussed at the 30% Design Review Meeting, solutions will be logged as a design decision, and Psomas will move forward to address these changes prior to the 90% Design submittal.
- Any design changes requested by the City after the 30% Design review meeting that seek to reconfigure, replace, revise or change in any major way, a previously made design decision, will be considered out of scope and require additional design funds.

TASK 4 – UTILITY COORDINATION

The City will provide Psomas with a list of franchise utility owners operating within the project limits. Psomas will send utility letters to these owners that share the overall intent of the project and request record drawings of existing systems in the area. Psomas will also provide access to the 30% Design plans for franchise review.

The City and Psomas will be responsible for reviewing franchise provided utility maps against Psomas' survey basemap for accuracy and identifying discrepancies. The basemap will then be supplemented with any new findings. Psomas will identify potential conflicts during design process and notify the City.

4.1 Prepare letters requesting utility record information and send to each purveyor.

4.2 Utility meeting with City to discuss relocation areas.

Task 4 Deliverables:

- Up to six (6) letters to private utility purveyors requesting record drawing information.
- Utility Coordination Meeting with City

Task 4 Assumptions:

- Up to six (6) utility purveyor letters will be developed.
- Utility record information will be incorporated into the survey base map as required.
- One (1) Utility Coordination meetings will be held with the City to discuss relocations.
- Franchise utility relocation design will be developed by the franchise utility and led by and coordinated through the City. Survey for franchise utility relocation is not included in this Scope of Work.

TASK 5 – ENVIRONMENTAL DOCUMENTATION

This task covers the effort necessary to complete the NEPA Categorical Exclusion Documentation Form, as the project is exempt from SEPA and Section 106.

- 5.1 **NEPA CE Form:** The anticipated involvement of federal funds from WSDOT/FHWA would trigger the requirement for the project to comply with the National Environmental Policy Act (NEPA), with FHWA as the federal lead entity. Prior to the commencement of work on the project, the scope and level of documentation for each discipline area will be confirmed by the City and WSDOT. The Consultant will coordinate with the City and WSDOT Local Programs staff to determine the appropriate approach for environmental review and documentation. The project assumptions will be discussed with WSDOT to confirm the approach. For the purposes of this scope, it is assumed that a DCE (Documented Categorical Exclusion) is the appropriate level of NEPA documentation, as no significant impacts on the environment are anticipated. It is assumed that a brief technical memorandum may be needed to document the existing conditions and lack of adverse effects to environmental justice resources.

The Consultant will prepare a Draft and Final WSDOT CE Form for the project to document compliance with NEPA. The CE Form will be completed per the guidance and requirements in the WSDOT Environmental Manual and the Local Programs CE Guidebook at the time a notice to proceed is received by the Consultant and using existing information from the technical reports completed for the project, the project design plans, and other available information. This task includes up to two meetings with WSDOT Local Programs environmental staff.

- 5.2 **Cultural Resources/Section 106:** As the project does not meet the requirements of a Section 106 Exemption, the Consultant will coordinate with the City to define the project area of potential effects (APE) in order to initiate the Section 106 review with the Washington State Department of Transportation (WSDOT). Upon approval of the APE, Psomas will conduct necessary background archival research, as practical, at Department of Archaeology and Historic Preservation (DAHP), the University of Washington, King County Assessor Records, King County Archives, and online resources to identify recorded and potential archaeological and historic resources in and around the project area. We will also review available environmental and geological background information for the approved APE. This information will be used to prepare a Cultural Resources Technical Memorandum (memo) consistent with Chapter 456 of the WSDOT Environmental Manual/Section 4.3 of the CE Guidebook for submittal by WSDOT to the DAHP and the tribes to initiate Section 106 consultation. The project is not anticipated to have effects on historic properties.

Task 5 Deliverables:

- Draft and Final NEPA CE Form and EJ Memo (provided electronically in MS Word format).

Task 5 Assumptions:

- Except for preparation of the deliverables described above, this task does not include any additional permit or approval applications.
- The project is assumed exempt from SEPA per WAC 197-11-800 (2)(d)(8). If the project is deemed not SEPA Exempt, an amendment will be required to prepare SEPA.
- No critical areas regulated under SMC 16.40 will be impacted by the project, therefore a Critical Areas Report is not required. Also, the project is not located in regulated shoreline, so no shoreline permit is required.

Exhibit A

- The project will have “no effect” on all ESA-listed and proposed species and critical habitat, which will be documented in the CE form (no additional documentation is included in the scope).

TASK 6 – 90% DESIGN AND FINAL DESIGN SUBMITTAL

This task includes the effort required to develop 90% PS&E, Final submittal for WSDOT concurrence review, and Bid Documents.

6.1 90% Design: A set of 90% design drawings will be produced for City review and comment. Psomas will prepare design plans to a 90% level to include the following:

- Plans will be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, WSDOT, and City Standards.
- Typical sections and details will be provided, except for items available as City standard details and standard plans from the State or others, which will be included in an appendix to the specifications.
- The 90% and design plans will consist of the following:

Title	Number
Cover Sheet	1
Survey Control & Alignment Data	1
Legend & Abbreviations	1
Typical Roadway Sections	1
Typical Details	1
Demolition/TESC (20 Scale, Plan/Plan)	2
Overlay (20 Scale, Plan/Plan)	2
Curb Ramp (Gary St; 5 Scale, Plan)	2
Storm Improvements Plan (20 Scale, Plan/Profile Crossings)	1
Channelization & Signing (20 scale, Plan/Plan)	2
Traffic Control Plans & Detour (20 Scale, Plan/Plan)	4
TOTAL	18

- 6.2 Construction Cost Estimate: The Consultant shall prepare 90% and Final quantities and opinion of probable cost for review and approval by the City.
- 6.3 Construction Specifications: The Consultant shall prepare 90% and Final specification documents including City provided legal documents, Division 1, and City GSPs. The consultant will include additional Special Provision language as needed.
- 6.4 Design Review Meeting (90%) – The purpose of this meeting is to conduct a working review of the PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the 90% PS&E package submitted to WSDOT. Plans will be submitted for review 2 weeks prior to the meeting.
- 6.5 WSDOT Submittal - City comments will be addressed and Plans, Specifications, and Construction Estimate will be prepared for WSDOT for concurrence review.
- 6.6 Bid Documents – Psomas will address WSDOT comments and prepare Bid Ready PS&E.

Exhibit A

Task 6 Deliverables:

Deliverables with each Submittal to the City will include the following:

- 90% Review Submittal
 - One (1) Set half-size hard copy 90% Plans (11"x17" size).
 - 90% Draft Construction Specifications (Hard Copy and Electronic: PDF).
 - One (1) 90% Construction Cost Estimate (Hard Copy and Electronic: PDF).
 - Electronic 90% Plans, Specifications and Estimate posted to FTP Site.
 - Responses to the City 30% Comments (PDF)
- Final Review Submittal (WSDOT Review)
 - Revised (incorporating City comments) 90% PS&E (2 11"x17" sized hard copies to City; 11"x17" PDF copy to WSDOT).
 - WSDOT LAG Submittal Checklist
- Bid Documents
 - Bid Documents (Hard Copy and Electronic: PDF)
 - One (1) Construction Cost Estimate
 - Five (5) Sets half-size Plans (11"x17" Hard Copy and Electronic: PDF)
 - One (1) Full-size Plans (22"x34" Hard Copy and Electronic: PDF)
- Public Meeting Documents (Electronic Documents)
 - Scroll plot of project improvements for website, provided as Electronic: PDF.

Task 6 Assumptions:

- The City will not make changes to improvements approved during the Preliminary Design.
- All improvements will be within existing right of way.
- Existing curb lines will remain unchanged. No revisions to existing grades except at the curb returns.
- The Contract Legal, General, and Specifications will be based on the 2025 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- The 90% Contract Documents will be reviewed in a single meeting with the City. Plans and specifications will be submitted to the City 2-weeks before the review meeting. The City will conduct a single review/edit of the 90% Contract Documents. City comment and redlines obtained during the review meetings will be incorporated into the 90% PS&E for WSDOT review.
- WSDOT will require only a single submittal.

Exhibit A

TASK 7 - ASSISTANCE DURING BIDDING

This task includes the effort required to assist the City with project advertisement and recommendation of award.

7.1 Addendum: Prepare addendum and respond to bidder's questions.

Task 7 Assumptions:

- Up to one (1) addendum will be developed during Bidding.

ADDITIONAL SERVICES

The City may require additional services of Psomas. The scope of these services will be determined based on the unanticipated project needs or other considerations at the sole discretion of the City.

These services will be authorized under a future contract supplement if necessary. At the time these services are required, Psomas shall provide a detailed scope of work and an estimate of costs. Psomas shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

Exhibit B

DBE Participation

This project has a DBE Goal of 0%. Psomas will not require any DBE certified sub-consultants

WSDOT DBE Goal: 0%

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

See Scope of Work.

B. Roadway Design Files

See Scope of Work.

C. Computer Aided Drafting Files

See Scope of Work.

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant
See Scope of Work.

E. Specify the Electronic Deliverables to Be Provided to the Agency
See Scope of Work.

F. Specify What Agency Furnished Services and Information Is to Be Provided
See Scope of Work.

Agreement Number:

II. Any Other Electronic Files to Be Provided

See Scope of Work.

III. Methods to Electronically Exchange Data

See Scope of Work.

A. Agency Software Suite

See Scope of Work.

B. Electronic Messaging System

See Scope of Work.

C. File Transfers Format

See Scope of Work.

Exhibit D

Prime Consultant Cost Computations

-Cost computation
-Billing Rates
-ICR Letter

Agreement Number:

EXHIBIT D
PRIME CONSULTANT COST COMPUTATIONS
Client: City of Sumner
Project Name: Valley Avenue Overlay Project
Psomas Inc. Project Number: 9SUM010300
Date: 2/5/2025



Task No.	Labor Classification =		Labor Hour Estimate																		Total Hours and Labor Cost Estimate by Task		
			Engineering Manager II	Senior Engineer II	Project Engineer I	Design Engineer I	Senior Project Manager Survey	Survey Crew I (W/Equip)	Survey Crew II (W/Equip)	Project Surveyor II	Surveyor III	Environmental Manager	Cultural Resources Senior Project Manager	Managing Biologist I	Senior Archaeologist	GIS Manager	Word Processor	Senior CAD Technician	Senior Admin	Office Admin			
	Task Desc.	Direct Labor Rates =	\$92.79	\$72.12	\$60.10	\$46.05	\$91.76	\$74.00	\$94.00	\$62.30	\$51.75	\$79.00	\$72.12	\$63.00	\$58.22	\$56.00	\$41.00	\$50.00	\$50.00	\$38.20	Hours	Labor Cost	
Task 1 - Management/Coordination/Administration																							
1.1	Project Administrative Services																		6	6	12	\$ 529.20	
1.2	Project Management Services			8																	8	\$ 480.80	
1.3	Coordination with WSDOT		4	8																	12	\$ 769.28	
1.4	QA/QC		8																		8	\$ 576.96	
Task Total		0	12	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	6	40	\$ 2,356.24	
Task 2 - Survey and Base Mapping																							
2.1	Survey Control					1		6													7	\$ 655.76	
2.2	Topographic Mapping					2	32														34	\$ 2,551.52	
2.3	Develop Base Map					1			10	30											41	\$ 2,267.26	
Task Total		0	0	0	0	4	32	6	10	30	0	0	0	0	0	0	0	0	0	0	82	\$ 5,474.54	
Task 3 - Preliminary Design (30%)																							
3.1	Initial Field Review			2	2																4	\$ 212.30	
3.2	Initial ADA meeting with Local Programs		2	2																	4	\$ 264.44	
3.3	Preliminary Design			16	52													40			108	\$ 5,356.20	
3.4	Construction Cost Estimate			4	8																12	\$ 608.80	
3.5	Design Review Meeting		1	1	3																5	\$ 270.37	
Task Total		0	3	25	65	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	133	\$ 6,712.11	
Task 4 - Utility Coordination																							
4.1	Prepare Utility Letters			1	2																3	\$ 152.20	
4.2	Utility Meeting with City			1																	1	\$ 60.10	
Task Total		0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ 212.30	
Task 5 - Environmental Documentation																							
5.1	NEPA CE Form										12		26		3	2					43	\$ 2,836.00	
5.2	Cultural Resources/Section 106										2	34		4	4						44	\$ 3,066.96	
Task Total		0	0	0	0	0	0	0	0	0	14	34	26	4	7	2	0	0	0	0	87	\$ 5,902.96	
Task 6 - 90% Design and Final Design Submittal																							
6.1	90% Design			36	60																96	\$ 4,926.60	
6.2	Construction Cost Estimate			2	6																8	\$ 396.50	
6.3	Construction Specifications		8	32															4		44	\$ 2,700.16	
6.4	Design Review Meeting		2	2																	4	\$ 264.44	
6.5	WSDOT Submittal		2	4	8																14	\$ 753.04	
6.6	Bid Documents		4	16	16														4		40	\$ 2,186.88	
Task Total		0	16	92	90	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	206	\$ 11,227.62	
Task 7 - Assistance During Bidding																							
7.1	Addendum and RFI responses		2	6																	8	\$ 504.84	
Task Total		0	2	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	10	\$ 604.84	
Total Labor Hours and Fee		0	31	135	157	4	32	6	10	30	14	34	26	4	7	2	40	14	6	562	\$ 32,490.61		
																					ICR Overhead @ 174.17% =		\$ 56,588.90
																					Fixed Fee @ 30% =		\$ 9,747.18
																					Total KPG Psomas (DL + OH + Fixed Fee) =		\$ 98,826.69
Subconsultants																							
																					Subtotal	\$ -	
																					Total Subconsultant Expense	\$ -	
Reimbursable Direct Non-Salary Costs																							
																					Mileage at current IRS rate (\$0.70/mi)		\$ 134.40
																					Reproduction Allowance		
																					Total Reimbursable Expense		\$ 134.40
																					Management Reserve		
																					Total Estimated Budget		\$ 98,961.09

Exhibit D

Psomas
Summary of Direct Salary Costs
Effective January 1, 2025 through June 15, 2025

Classification	Direct Salary Costs Not to Exceed
Principal	110.00
Engineering Manager I	80.29
Engineering Manager II	92.79
Asst. Engineering Manager	78.38
Senior Engineer I	69.71
Senior Engineer II	72.12
Project Engineer I	60.10
Project Engineer II	65.13
Design Engineer I	46.05
Design Engineer II	48.87
Design Engineer III	55.29
Engineering Technician	40.00
Technician	35.20
Engineering Assistant	32.00
Senior Project Manager Survey	91.76
Survey Crew I (w/Equip)	74.00
Survey Crew II (w/Equip)	94.00
Field Surveyor I	36.00
Field Surveyor II	47.00
Field Surveyor III	53.56
Project Surveyor I	55.00
Project Surveyor II	62.30
Surveyor I	33.00
Surveyor II	45.00
Surveyor III	51.75
Urban Design Manager	77.00
Senior Landscape Architect I	62.83
Senior Landscape Architect II	70.00
Project Landscape Architect I	54.00
Project Landscape Architect II	58.00
Landscape Designer I	36.51
Landscape Designer II	40.13
Landscape Designer III	46.05
Landscape Assistant	31.00
Senior Transportation Planner	70.70
Transportation Planner	42.43
Environmental Manager	79.00
Senior Environmental Planner I	63.00
Senior Environmental Planner II	85.00
Managing Biologist I	63.00
Managing Biologist II	70.10
Managing Biologist III	80.00
Senior Archaeologist	58.22
GIS Manager	56.00
Senior Biologist I	47.05
Senior Biologist II	55.00
Word Processor	41.00
Biologist I	27.30
Biologist II	37.00
Biologist III	44.10
Environmental Planner	55.00
Editor	31.25
GIS Tech	30.26
Cultural Resource Specialist	28.29
Senior Construction Manager	89.50
Construction Manager	68.90
Senior Resident Engineer	65.15
Resident Engineer	54.00
Assistant Resident Engineer	47.10
Senior Construction Observer	66.15
Construction Observer I	39.00
Construction Observer II	45.10
Construction Observer III	49.10
Construction Technician	34.00
Document Control Specialist I	40.00
Document Control Specialist II	47.00
Document Control Specialist III	53.50
Document Control Admin	36.00
Construction Assistant	32.00
CAD Manager	62.20
Senior CAD Technician	50.00
CAD Technician	43.10
Business Manager	61.20
Senior Admin	50.00
Office Admin	38.20
Office Assistant	34.00
Subs billed at cost plus 5%.	
Reimbursables billed at actual costs.	
Mileage billed at the current approved IRS mileage rate.	

Exhibit D



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

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

August 12, 2024

KPG Psomas
3131 Elliott Avenue, Suite 400
Seattle, WA 98121

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Tracy Zucker:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 174.17% of direct labor based on the "Independent CPA Report" prepared by K Coe Isom, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (Aug 12, 2024 11:19 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Exhibit E

Sub-consultant Cost Computations

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

Not Applicable

Agreement Number:

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Psomas
whose address is
2502 Jefferson Avenue, Tacoma, WA 98402
and that neither the above firm nor I have:

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

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

Psomas

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

I hereby certify that I am the:

- ☒ Certified Authority
- ☐ Other

of the City of Sumner _____, and Psomas
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number:

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

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

Psomas

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

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

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

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

N/A

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

N/A

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of N/A are accurate, complete, and current as of **.

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

Firm: N/A

Signature	N/A	Title
-----------	-----	-------

Date of Execution***: N/A

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

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ N/A

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

N/A

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

SUBJECT: Sewer replacement Project, West of Cherry Ave between Academy St and Harrison St - Easements

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: \$5,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Sewer Replacement, West of Cherry Ave - Easement

STAFF CONTACT: Gursimran Singh, Engineering Specialist

SUMMARY BACKGROUND:

The project will replace failing sewer line that currently serves the residents situated between Academy Street and Harrison Street, west of Cherry Avenue. This replacement aims to ensure a more reliable and efficient infrastructure for the residents.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

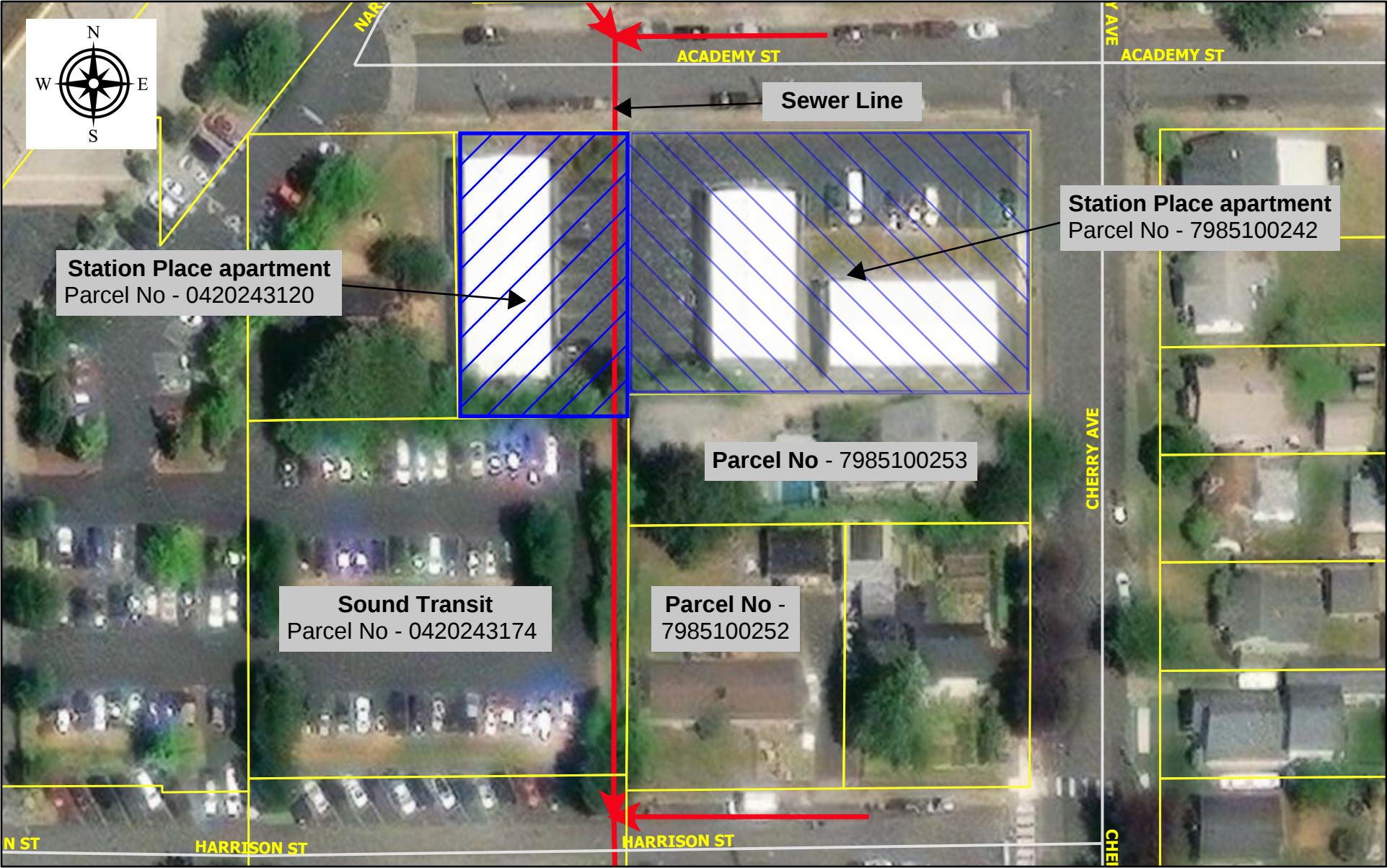
MEETING/STUDY SESSION DATE: 3/4/2025
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary easement documents with the Station Place apartment owner to compensate in an amount not-to-exceed \$5,000, substantially in a form approved by the City Attorney.

Sewer Replacement, West of Cherry Ave



— Roads Parcels ➔ Sewer Lines

Note - Map not to Scale

Excise Tax Exempt

Pierce County, WA

02/25/2025 2:08 PM

Electronically Submitted

CPENNYP

202502250228

Electronically Recorded

Pierce County, WA CPENNYP

02/25/2025 2:08 PM

Pages: 5 Fee: \$307.50

RETURN TO:

City of Sumner

Public Works Department

1104 Maple Street, Suite 260

Sumner WA 98390-1423

Please make no mark in the margin space - Reserved for County Auditor's use only.

TYPE OF DOCUMENT:	Easement – sewer
GRANTOR(S):	Reen Ventures LLC
GRANTEE:	City of Sumner, a Municipal Corporation
LEGAL DESCRIPTION:	Exhibit 'A' of this document
ABBREVIATED LEGAL DESCRIPTION:	042024 SW
ASSESSOR TAXPARCEL I.D. NUMBERS:	0420243120
NAME OF PROJECT	Sewer Line Upgrade
ADDRESS OF PROJECT	728 Cherry St., West Property

The Grantor(s), for and in consideration of mutual benefits, do hereby convey and warrant unto the **CITY OF SUMNER**, a Washington municipal corporation, (hereinafter "Grantee"), its successors and assigns, an access and maintenance easement for sewer lines with necessary appurtenances over, under, through, across and upon the described property (the "Easement Area") in Pierce County, Washington, to-wit: **LEGAL DESCRIPTION** see Exhibit A.

Said easement being for the purpose of constructing, reconstructing, installing, repairing, replacing, enlarging, operating and maintaining sewer lines, together with the right of ingress and egress thereto without prior institution of any suit or proceedings of law and without incurring any legal obligation or liability therefore. Following the initial construction of its facilities, Grantee may from time to time construct such additional sewer facilities as it may require to maintain appropriate levels of public safety and service. This easement is granted subject to the following terms and conditions:

1. The Grantee shall, upon completion of any work within the property covered by the easement, restore the surface of the easement, and any private improvements disturbed or destroyed during execution of the work, as nearly as practicable to the condition it was in immediately before commencement of the work or entry by the Grantee.
2. Grantor shall retain the right to use the surface of the easement as long as such use does not interfere with the easement rights granted to the Grantee.
Grantor shall not, however, have the right to:
 - a. Erect or maintain any buildings or structures within or upon the Easement Area that may cause damage to or interfere with the underground utilities and/or would unreasonably increase the costs to the Grantee of restoring the easement area; or
 - b. Plant trees, shrubs or vegetation having deep root patterns, placed upon the Easement Area by the Grantee that may cause damage to or interfere with the underground utilities; or
 - c. Develop, landscape, or beautify the Easement Area in any way that may cause damage to or interfere with the underground utilities and/or would unreasonably increase the costs to the Grantee of restoring the easement area.

- d. Dig, tunnel or perform other forms of construction activities on the property which would disturb the compaction or unearth Grantee's facilities or utilities in the Easement Area or endanger the lateral support facilities.
- e. Blast within fifteen (15) feet of the Easement Area

This easement shall run with the land described herein, and shall be binding upon the parties, their heirs, successors in interest and assigns. Grantors covenant that they are the lawful owners of the above properties and that they have a good and lawful right to execute this agreement.

By this conveyance, Grantor will warrant and defend the sale hereby made unto the Grantee against all and every person or persons, whomsoever, lawfully claiming or to claim the same. This conveyance shall bind the heirs, executors, administrators and assigns forever.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this 11th day of Feb, 2024. 2025

GRANTOR

[Signature]

Mahmood Khadeer

Its: Reen LLC

Its: _____

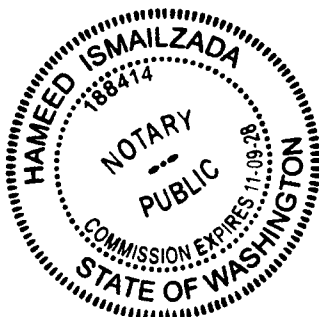
STATE OF WASHINGTON)

COUNTY OF PIERCE ^{King}) SS

On this 11th day of February, 2024, before me a Notary Public in and for the State of Washington, personally appeared Mahmood Khadeer and Governer, of Reen LLC, the person(s) that executed the foregoing instrument, and acknowledged it to be their free and voluntary act, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Printed Name: Hameed Ismailzada

NOTARY PUBLIC in and for the State

Washington, residing at Puyallup, WA

My Commission Expires: 11, 09, 2028

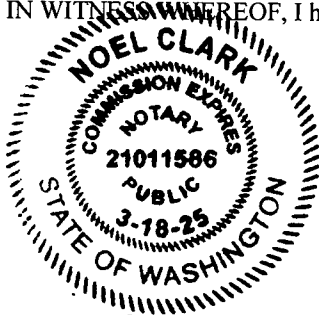
CITY OF SUMNER

By: Kathy Hayden By: Jason Wilson
 Kathy Hayden Mayor Jason Wilson City Administrator

STATE OF WASHINGTON)
) SS
 COUNTY OF PIERCE)

On this 24th day of February, 2025, before me, the undersigned, a Notary Public in the State of Washington, duly commissioned and sworn, personally appeared Kathy Hayden and Jason Wilson, representing themselves as Mayor and City Administrator, respectively, of the City of Sumner, the municipal corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Noel Clark

Printed Name: Noel Clark

NOTARY PUBLIC in and for the State

Washington, residing at

My Commission Expires:

Pierce County, WA
3/18/2025

Approved to Form:

By: Andrea Marquez
 Andrea Marquez City Attorney

ATTEST:

By: Michelle Converse
 Michelle Converse City Clerk

EXHIBIT "A" LEGAL DESCRIPTION

THE EAST 15 FEET OF THE FOLLOWING PROPERTY:

LOCATED IN SECTION 24, TOWNSHIP 20 N, RANGE 05 E. BEGINNING AT A POINT 341.58 FEET NORTH OF & 279.845 FEET EAST OF THE SOUTHWEST CORNER OF THE WM M KINCAID DONATION LAND CLAIM, THENCE N 00°07' W 130 FEET TO THE SOUTH BOUNDARY OF ACADEMY STREET, THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF BLOCK 10 OF THE SUPPLEMENTAL MAP OF SUMNER ADDITION PLAT, THENCE SOUTH ALONG SAID ADDITION LINE TO A POINT 131 FEET SOUTH OF THE SOUTH LINE OF ACADEMY AVE, THENCE WEST TO THE POINT OF BEGINNING. SEG F 5545

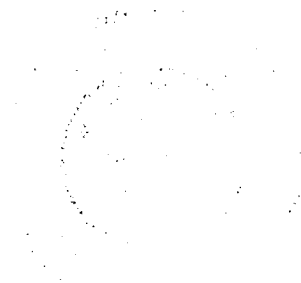
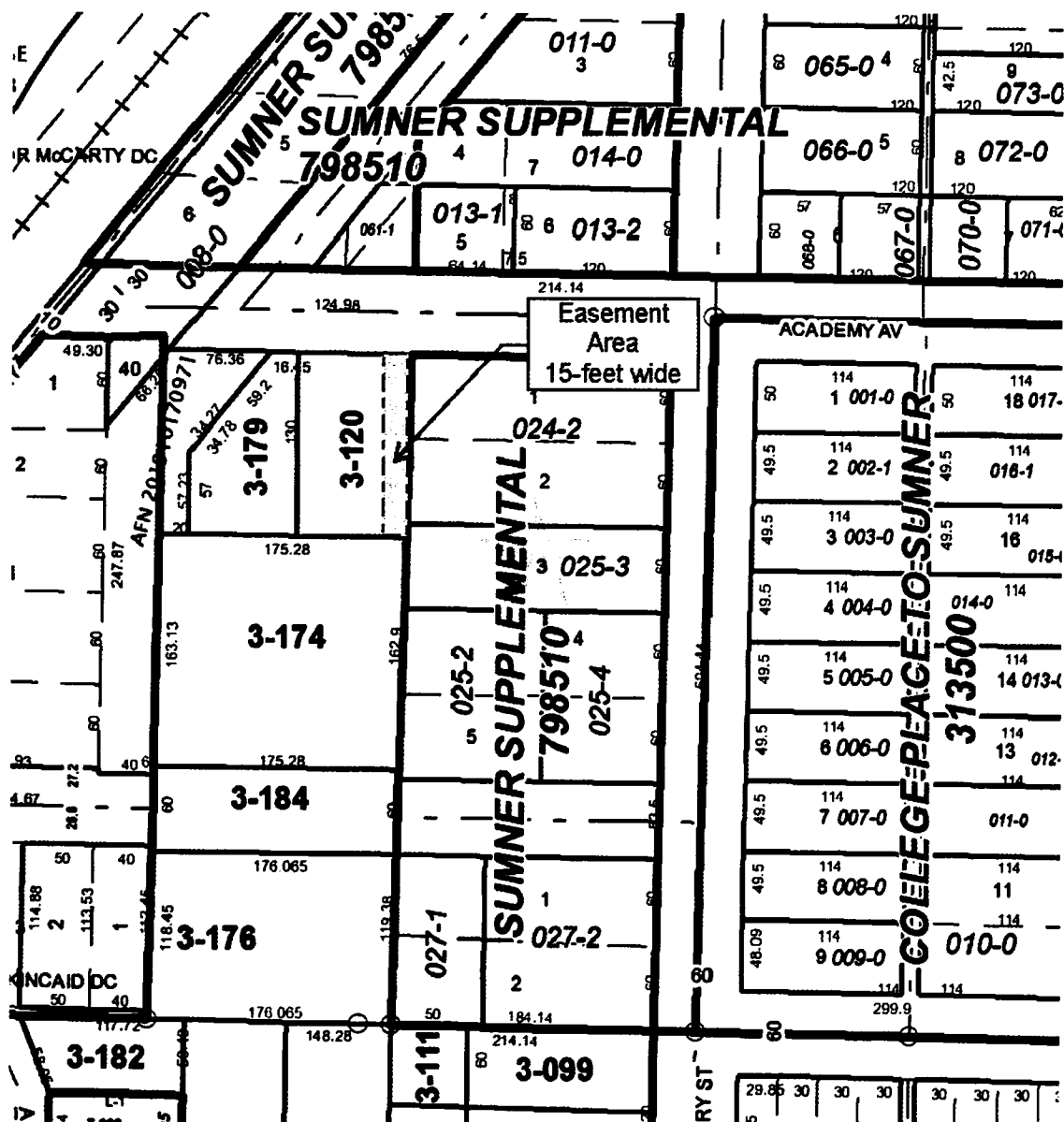


EXHIBIT 'B' MAP



Excise Tax Exempt

Pierce County, WA

02/26/2025 8:12 AM

Electronically Submitted

XTINOCO

202502260005

Electronically Recorded

Pierce County, WA XTINOCO

02/26/2025 8:12 AM

Pages: 4 Fee: \$306.50

RETURN TO:

City of Sumner

Public Works Department – Pam

1104 Maple Street, Suite 260

Sumner WA 98390-1423

Please make no mark in the margin space - Reserved for County Auditor's use only.

TYPE OF DOCUMENT: Bill of Sale for personal property (sewer line)
 GRANTOR(S): Reen Ventures LLC
 GRANTEE: City of Sumner, a Municipal Corporation
 PROPERTY: Sewer Main, lateral connection on parcel 0420243120,
 as described in Exhibit A.
 ABBREVIATED LEGAL DESCRIPTION: Legal Description is on Exhibit B
 ASSESSOR TAXPARCEL I.D. NUMBERS: 0 420243120
 NAME OF PROJECT: Sewer Line Upgrade
 ADDRESS OF PROJECT: 728 Cherry St., West Property

The Grantor(s), Reen Ventures LLC, a Washington State Limited Company for and in consideration of mutual benefits, do by these presents transfer, sell, assign, and deliver all of their right, title, and interest unto the said Grantee, the personal property described as follows:

PERSONAL PROPERTY DESCRIPTION: Exhibit A of this document

Such personal property is located within Grantor's real property legally described on Exhibit B.

By this conveyance, Grantor will warrant and defend the sale hereby made unto the Grantee against all and every person or persons, whomsoever, lawfully claiming or to claim the same. This conveyance shall bind the heirs, executors, administrators and assigns forever.

(Notary Acknowledgement on Next Page)

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this
11th day of Feb, 2025.

GRANTOR

[Signature]

 Mahmood Khadeer, Reen Ventures LLC

 Governor and Registered Agent

STATE OF WASHINGTON)
 COUNTY OF PIERCE King) SS

On this 11th day of February, 2025, before me a Notary Public in and for the State of Washington, personally appeared Mahmood Khadeer and Governer, of Reen Ventures LLC, Governor and Registered Agent that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said corporation, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Printed Name:

Hameed Ismailzada

NOTARY PUBLIC in and for the State

Washington, residing at

Puyallup, WA

My Commission Expires:

11, 09, 2028

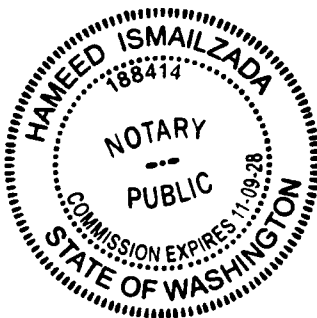


EXHIBIT 'A'
BILL OF SALE
PERSONAL PROPERTY DESCRIPTION

TYPE OF DOCUMENT:	Bill of Sale
GRANTOR(S):	Reen Ventures LLC
ABBREVIATED LEGAL:	042024 SW
ASSESSOR TAXPARCEL I.D. NUMBERS:	0420243120
NAME OF PROJECT	Sewer Line Upgrade
ADDRESS OF PROJECT:	728 Cherry St., West Property

Description		Unit	Plan quantity	Total
SEWER MAIN, Lateral Connection Lines, and Cleanouts.				
8"	AC	Lf	131	N/A

The Property's Sewer system is a Public Sanitary sewer type of system designed to efficiently collect and transport wastewater from the property to the Wastewater treatment facility.

Sewer system comprises of the following components –

Main Sewer Lines: These primary pipes serve as the backbone of the sewer system, these are designed to efficiently collect and transport wastewater.

Lateral Connection Lines: These pipes branch off the main sewer lines to collect wastewater from the property from individual sources such as toilets, sinks and drains, etc.

Cleanouts: Cleanouts are installed at key locations to allow for the removal of blockages and the inspection of sewer lines.

Material of the Sewer pipes:

The Sewer pipes are typically constructed from materials such as asbestos, PVC or clay, chosen for their resistance to corrosion and structural integrity.

Maintenance of the Sewer system:

The sewer system undergoes regular maintenance to ensure proper functioning and longevity. This includes periodic cleaning and jetting to remove debris and sediment buildup, as well as inspections to detect and address any potential issues such as leaks or blockages. Maintenance activities are carried out by City of Sumner qualified personnel.

EXHIBIT 'B'
BILL OF SALE
Legal Description
of Real Property

LOCATED IN SECTION 24, TOWNSHIP 20 N, RANGE 05 E. BEGINNING AT A POINT 341.58 FEET NORTH OF & 279.845 FEET EAST OF THE SOUTHWEST CORNER OF THE WM M KINCAID DONATION LAND CLAIM, THENCE N 00°07' W 130 FEET TO THE SOUTH BOUNDARY OF ACADEMY STREET, THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF BLOCK 10 OF THE SUPPLEMENTAL MAP OF SUMNER ADDITION PLAT, THENCE SOUTH ALONG SAID ADDITION LINE TO A POINT 131 FEET SOUTH OF THE SOUTH LINE OF ACADEMY AVE, THENCE WEST TO THE POINT OF BEGINNING. SEG F 5545

Excise Tax Exempt

Pierce County, WA

02/25/2025 2:01 PM

Electronically Submitted

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Electronically Recorded

Pierce County, WA XTINOCO

02/25/2025 2:01 PM

Pages: 5 Fee: \$307.50

RETURN TO:

City of Sumner

Public Works Department

1104 Maple Street, Suite 260

Sumner WA 98390-1423

Please make no mark in the margin space - Reserved for County Auditor's use only

TYPE OF DOCUMENT:	Easement – sewer
GRANTOR(S):	Reen Ventures LLC
GRANTEE:	City of Sumner, a Municipal Corporation
LEGAL DESCRIPTION:	Exhibit 'A' of this document
ABBREVIATED LEGAL DESCRIPTION:	042024 SW
ASSESSOR TAXPARCEL I.D. NUMBERS:	7985100242
NAME OF PROJECT	Sewer Line Upgrade
ADDRESS OF PROJECT	728 Cherry St., East Property

The Grantor(s), for and in consideration of mutual benefits, do hereby convey and warrant unto the **CITY OF SUMNER**, a Washington municipal corporation, (hereinafter "Grantee"), its successors and assigns, an access and maintenance easement for sewer lines with necessary appurtenances over, under, through, across and upon the described property (the "Easement Area") in Pierce County, Washington, to-wit: LEGAL DESCRIPTION see Exhibit A.

Said easement being for the purpose of constructing, reconstructing, installing, repairing, replacing, enlarging, operating and maintaining sewer lines, together with the right of ingress and egress thereto without prior institution of any suit or proceedings of law and without incurring any legal obligation or liability therefore. Following the initial construction of its facilities, Grantee may from time to time construct such additional sewer facilities as it may require to maintain appropriate levels of public safety and service. This easement is granted subject to the following terms and conditions:

1. The Grantee shall, upon completion of any work within the property covered by the easement, restore the surface of the easement, and any private improvements disturbed or destroyed during execution of the work, as nearly as practicable to the condition it was in immediately before commencement of the work or entry by the Grantee.
2. Grantor shall retain the right to use the surface of the easement as long as such use does not interfere with the easement rights granted to the Grantee.
Grantor shall not, however, have the right to:
 - a. Erect or maintain any buildings or structures within or upon the Easement Area that may cause damage to or interfere with the underground utilities and/or would unreasonably increase the costs to the Grantee of restoring the easement area; or
 - b. Plant trees, shrubs or vegetation having deep root patterns, placed upon the Easement Area by the Grantee that may cause damage to or interfere with the underground utilities; or
 - c. Develop, landscape, or beautify the Easement Area in any way that may cause damage to or interfere with the underground utilities and/or would unreasonably increase the costs to the Grantee of restoring the easement area.

- d. Dig, tunnel or perform other forms of construction activities on the property which would disturb the compaction or unearth Grantee's facilities or utilities in the Easement Area or endanger the lateral support facilities.
- e. Blast within fifteen (15) feet of the Easement Area.

This easement shall run with the land described herein, and shall be binding upon the parties, their heirs, successors in interest and assigns. Grantors covenant that they are the lawful owners of the above properties and that they have a good and lawful right to execute this agreement.

By this conveyance, Grantor will warrant and defend the sale hereby made unto the Grantee against all and every person or persons, whomsoever, lawfully claiming or to claim the same. This conveyance shall bind the heirs, executors, administrators and assigns forever.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this 11th day of Feb, ~~2024~~ 2025

GRANTOR

Mahmood Khader

Governor & Agent. Rem Ventures LLC

Its:

Its:

STATE OF WASHINGTON

COUNTY OF PIERCE

On this 11 day of February, 2024, before me a Notary Public in and for the State of Washington, personally appeared Mahmoud Khadeer and Governer, of Reen Ventun LLC, the person(s) that executed the foregoing instrument, and acknowledged it to be their free and voluntary act, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

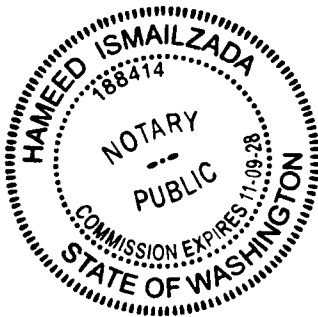
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Printed Name:

NOTARY PUBLIC in and for the State

Washington, residing at

My Commission Expires:



CITY OF SUMNER

By: Kathy Hayden
 Kathy Hayden Mayor

By: Jason Wilson
 Jason Wilson City Administrator

STATE OF WASHINGTON)
) SS
 COUNTY OF PIERCE)

On this 24th day of February, 2025 before me, the undersigned, a Notary Public in the State of Washington, duly commissioned and sworn, personally appeared Kathy Hayden and Jason Wilson, representing themselves as Mayor and City Administrator, respectively, of the City of Sumner, the municipal corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Noel Clark
 Printed Name: Noel Clark
 NOTARY PUBLIC in and for the State
 Washington, residing at Pierce County, WA
 My Commission Expires: 3/18/2025

Approved to Form:
 By: Andrea Marquez
 Andrea Marquez City Attorney

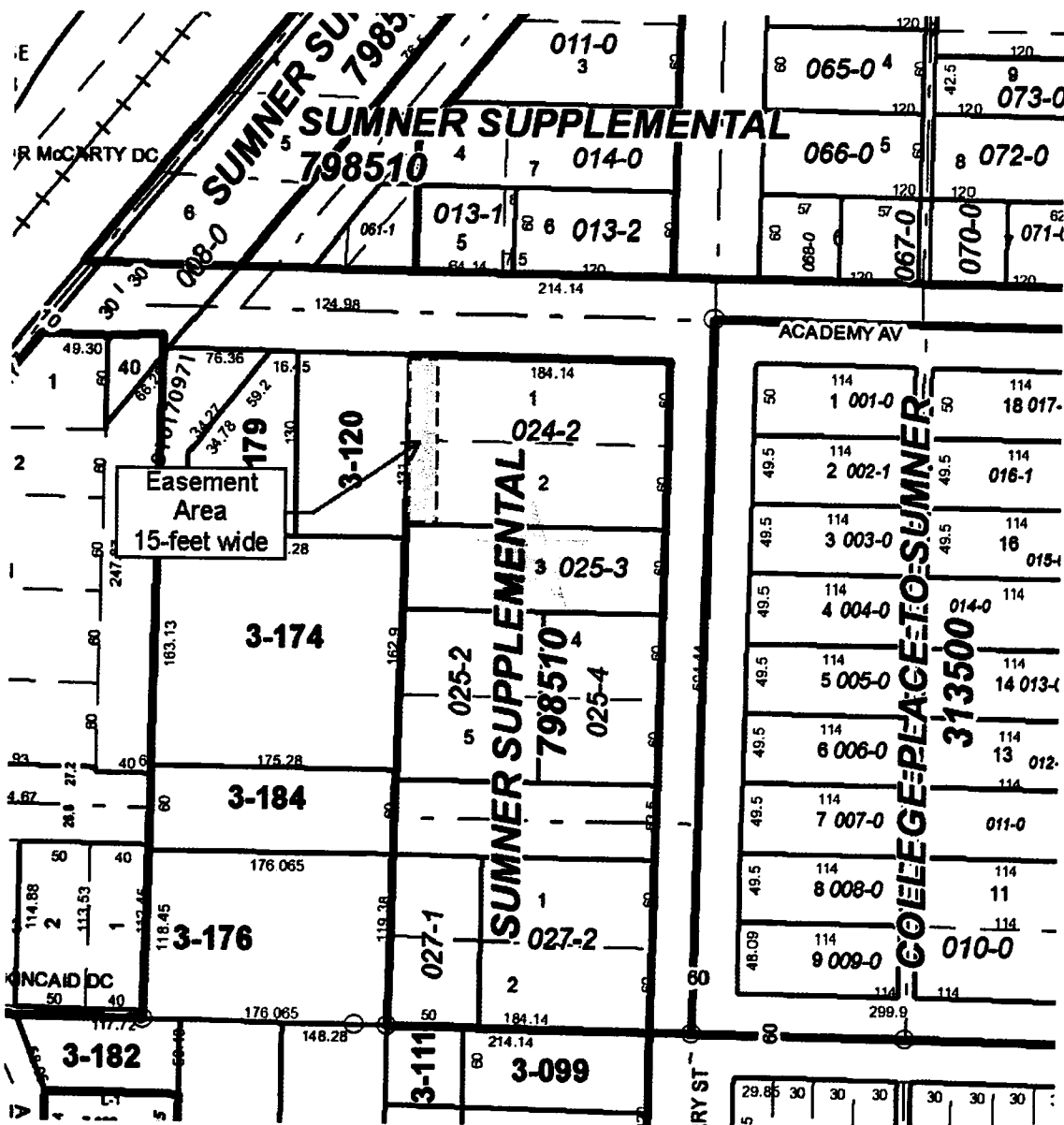
ATTEST:
 By: Michelle Converse
 Michelle Converse City Clerk

EXHIBIT "A" LEGAL DESCRIPTION

THE WEST 15 FEET OF THE FOLLOWING PROPERTY:

LOCATED IN SECTION 24, TOWNSHIP 20 N, RANGE 05 E. SUMNER SUPPLEMENTAL
PLAT, LOTS 1 & 2 BLOCK 10. SEG F 5545

EXHIBIT "B" MAP



Excise Tax Exempt

Pierce County, WA

02/25/2025 1:51 PM

Electronically Submitted

LMACUMB

202502250218

Electronically Recorded

Pierce County, WA LMACUMB

02/25/2025 1:51 PM

Pages: 4 Fee: \$306.50

RETURN TO:

City of Sumner

Public Works Department – Pam

1104 Maple Street, Suite 260

Sumner WA 98390-1423

*Please make no mark in the margin space - Reserved for County Auditor's use only.***TYPE OF DOCUMENT:**

Bill of Sale for personal property

GRANTOR(S):

Reen Ventures LLC

GRANTEE:

City of Sumner, a Municipal Corporation

PROPERTY:

Sewer Main, lateral connection on parcel 985100242, as described more fully in Exhibit A

**ABBREVIATED LEGAL OF LOCATION
PARCEL**

Legal Description is on Exhibit B

ASSESSOR TAX PARCEL I.D. NUMBER:

7985100242

NAME OF PROJECT

Sewer Line Upgrade

ADDRESS OF PROJECT:

728 Cherry St., East Property

PROJECT No:

N/A

The Grantor(s), Reen Ventures LLC, a Washington State Limited Liability Company for and in consideration of mutual benefits, do by these presents transfer, sell, assign, and deliver all of their right, title, and interest unto the said Grantee in the personal property described as follows:

PERSONAL PROPERTY DESCRIPTION: Exhibit A of this document.

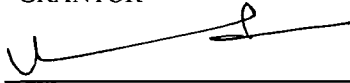
Such personal property is located within Grantor's real property legally described on Exhibit B.

By this conveyance, Grantor will warrant and defend the sale hereby made unto the Grantee against all and every person or persons, whomsoever, lawfully claiming or to claim the same. This conveyance shall bind the heirs, executors, administrators and assigns forever, _

(Notary Acknowledgement on Next Page)

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this
11th day of February, 2025.

GRANTOR



Mahmood Khadeer, Reen Ventures LLC

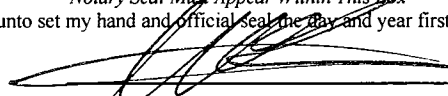
Governor and Registered Agent

STATE OF WASHINGTON)
)
 COUNTY OF PIERCE 112) SS
King)

On this 11th day of February, 2025, before me a Notary Public in and for the State of Washington, personally appeared Mahmood Khadeer and Governor, of Reen Ventures LLC, Governor and Registered Agent that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said company, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

~~-Notary Seal Must Appear Within This Box-~~

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Printed Name: Hameed Ismailzada

NOTARY PUBLIC in and for the State

Washington, residing at Puyallup, WA

My Commission Expires: 11, 09, 2028

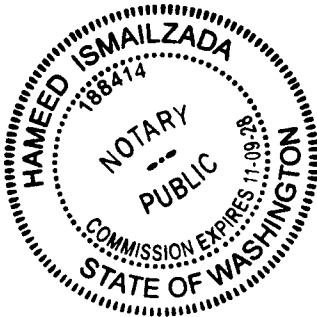


EXHIBIT 'A'
BILL OF SALE
PERSONAL PROPERTY DESCRIPTION

TYPE OF DOCUMENT:	Bill of Sale
GRANTOR(S):	Reen Ventures LLC
ABBREVIATED LEGAL:	042024 SW
ASSESSOR TAXPARCEL I.D. NUMBERS:	7985100242
NAME OF PROJECT	Sewer Line Upgrade
ADDRESS OF PROJECT:	728 Cherry St., East Property
PROJECT No:	N/A

Description		Unit	Plan quantity	Total
SEWER MAIN, Lateral Connection Lines, and Cleanouts.				
8"	AC	Lf	120	N/A

The Property's Sewer system is a Public Sanitary sewer type of system designed to efficiently collect and transport wastewater from the property to the Wastewater treatment facility.

Sewer system comprises of the following components –

Main Sewer Lines: These primary pipes serve as the backbone of the sewer system; these are designed to efficiently collect and transport wastewater.

Lateral Connection Lines: These pipes branch off the main sewer lines to collect wastewater from the property from individual sources such as toilets, sinks and drains, etc.

Cleanouts: Cleanouts are installed at key locations to allow for the removal of blockages and the inspection of sewer lines.

Material of the Sewer pipes:

The Sewer pipes are typically constructed from materials such as asbestos, PVC or clay, chosen for their resistance to corrosion and structural integrity.

Maintenance of the Sewer system:

The sewer system undergoes regular maintenance to ensure proper functioning and longevity. This includes periodic cleaning and jetting to remove debris and sediment buildup, as well as inspections to detect and address any potential issues such as leaks or blockages. Maintenance activities are carried out by City of Sumner qualified personnel.

**EXHIBIT 'B' BILL
OF SALE
Legal Description of
Real Property**

LOCATED IN SECTION 24, TOWNSHIP 20 N, RANGE 05 E. SUMNER SUPPLEMENTAL
PLAT, LOTS 1 & 2 BLOCK 10. SEG F 5545

RETURN TO:
City of Sumner
Public Works Department
1104 Maple Street, Suite 260
Sumner WA 98390-1423

Please make no mark in the margin space - Reserved for County Auditor's use only.

TYPE OF DOCUMENT:	Easement – sewer
GRANTOR(S):	Michael A. & Karen L. Cerullo
GRANTEE:	City of Sumner, a Municipal Corporation
LEGAL DESCRIPTION:	Exhibit 'A' of this document
ABBREVIATED LEGAL DESCRIPTION:	042024 SW
ASSESSOR TAXPARCEL I.D. NUMBERS:	7985100253
NAME OF PROJECT	Sewer Line Upgrade
ADDRESS OF PROJECT	712 Cherry Ave

The Grantor(s), for and in consideration of mutual benefits, do hereby convey and warrant unto the **CITY OF SUMNER**, a Washington municipal corporation, (hereinafter "Grantee"), its successors and assigns, an access and maintenance easement for sewer lines with necessary appurtenances over, under, through, across and upon the described property (the "Easement Area") in Pierce County, Washington, to-wit: LEGAL DESCRIPTION see Exhibit A.

Said easement being for the purpose of constructing, reconstructing, installing, repairing, replacing, enlarging, operating and maintaining sewer lines, together with the right of ingress and egress thereto without prior institution of any suit or proceedings of law and without incurring any legal obligation or liability therefore. Following the initial construction of its facilities, Grantee may from time to time construct such additional sewer facilities as it may require to maintain appropriate levels of public safety and service. This easement is granted subject to the following terms and conditions:

1. The Grantee shall, upon completion of any work within the property covered by the easement, restore the surface of the easement, and any private improvements disturbed or destroyed during execution of the work, as nearly as practicable to the condition it was in immediately before commencement of the work or entry by the Grantee.
2. Grantor shall retain the right to use the surface of the easement as long as such use does not interfere with the easement rights granted to the Grantee.
Grantor shall not, however, have the right to:
 - a. Erect or maintain any buildings or structures within or upon the Easement Area that may cause damage to or interfere with the underground utilities and/or would unreasonably increase the costs to the Grantee of restoring the easement area; or
 - b. Plant trees, shrubs or vegetation having deep root patterns, placed upon the Easement Area by the Grantee that may cause damage to or interfere with the underground utilities; or
 - c. Develop, landscape, or beautify the Easement Area in any way that may cause damage to or interfere with the underground utilities and/or would unreasonably increase the costs to the Grantee of restoring the easement area.

- d. Dig, tunnel or perform other forms of construction activities on the property which would disturb the compaction or unearth Grantee's facilities or utilities in the Easement Area or endanger the lateral support facilities.
- e. Blast within fifteen (15) feet of the Easement Area.

This easement shall run with the land described herein, and shall be binding upon the parties, their heirs, successors in interest and assigns. Grantors covenant that they are the lawful owners of the above properties and that they have a good and lawful right to execute this agreement.

By this conveyance, Grantor will warrant and defend the sale hereby made unto the Grantee against all and every person or persons, whomsoever, lawfully claiming or to claim the same. This conveyance shall bind the heirs, executors, administrators and assigns forever.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this 13 day of May, 2024.

GRANTOR

Michael A. Cerullo
Its: _____

Karen L. Cerullo
Its: _____

STATE OF WASHINGTON

SS

COUNTY OF PIERCE

On this 13th day of May, 2024, before me a Notary Public in and for the State of Washington, personally appeared Michael Cerullo and Karen Cerullo, of _____, the person(s) that executed the foregoing instrument, and acknowledged it to be their free and voluntary act, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Printed Name: Laina M. Gittings

NOTARY PUBLIC in and for the State

Washington, residing at 30915 Mendota Blvd Buckley 98321

My Commission Expires: 12-14-2026

CITY OF SUMNER

By: Kathy Hayden Mayor By: Jason Wilson City Administrator

STATE OF WASHINGTON)
) SS
COUNTY OF PIERCE)

On this 3rd day of June, 2024 before me, the undersigned, a Notary Public in the State of Washington, duly commissioned and sworn, personally appeared Kathy Hayden and Jason Wilson, representing themselves as Mayor and City Administrator, respectively, of the City of Sumner, the municipal corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Noel Clark
Printed Name: Noel Clark
NOTARY PUBLIC in and for the State
Washington, residing at Pierce County, WA
My Commission Expires: 03/18/2025

Approved to Form: _____ ATTEST:
By: Andrea Marquez City Attorney By: Michelle Converse City Clerk
Michelle Converse

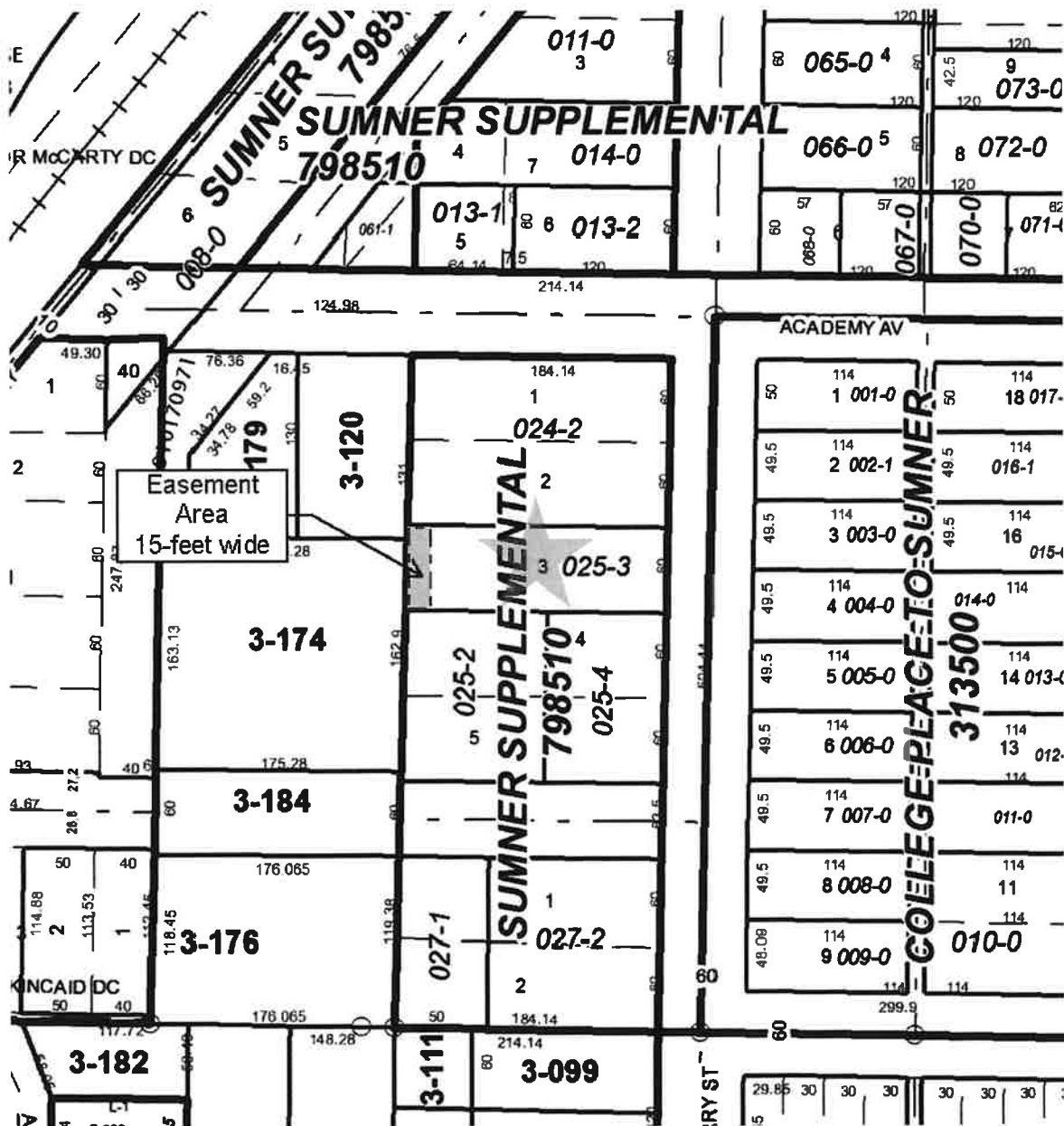
EXHIBIT "A" LEGAL DESCRIPTION

THE WEST 15 FEET OF THE FOLLOWING PROPERTY:

LOT 3, BLOCK 10, SUPPLEMENTARY MAP OF THE TOWN OF SUMNER, ACCORDING TO
THE PLAT THREOF RECORDED IN VOLUME 1 OF PLATS, AT PAGE 101, IN PIERCE
COUNTY, WASHIGNTON

SITUATED IN THE CITY OF SUMNER, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT 'B' MAP



RETURN TO:
City of Sumner
Public Works Department – Pam
1104 Maple Street, Suite 260
Sumner WA 98390-1423

Please make no mark in the margin space - Reserved for County Auditor's use only.

TYPE OF DOCUMENT:	Bill of Sale
GRANTOR(S):	Michael A. & Karen L. Cerullo
GRANTEE:	City of Sumner, a Municipal Corporation
ABBREVIATED LEGAL DESCRIPTION:	Legal Description is on Page 1 or Exhibit A of document
ABBREVIATED LEGAL:	042024 SW
ASSESSOR TAXPARCEL I.D. NUMBERS:	7985100253
NAME OF PROJECT	Sewer Line Upgrade
ADDRESS OF PROJECT:	712 Cherry Ave

The Grantor(s), Michael A. & Karen L. Cerullo, lawful owners of the goods referenced herein, for and in consideration of mutual benefits, do by these presents transfer, sell, assign, and deliver all of their right, title, and interest unto the said Grantee, the personal property described as follows:

PERSONAL PROPERTY DESCRIPTION: Exhibit B of this document

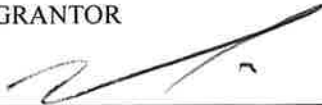
Such personal property is located within Grantor's real property legally described on Exhibit A.

By this conveyance, Grantor will warrant and defend the sale hereby made unto the Grantee against all and every person or persons, whomsoever, lawfully claiming or to claim the same. This conveyance shall bind the heirs, executors, administrators and assigns forever.

(Notary Acknowledgement on Next Page)

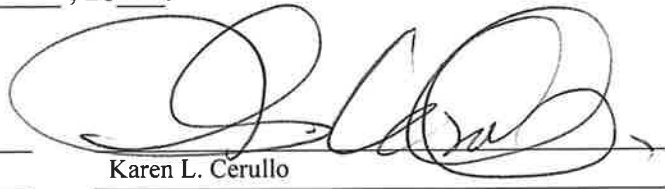
IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this 13 day of May, 2024.

GRANTOR



Michael A. Cerullo

Owner



Karen L. Cerullo

Owner

STATE OF WASHINGTON

)
) SS
)

COUNTY OF PIERCE

On this 13th day of May, 2024, before me a Notary Public in and for the State of Washington, personally appeared Michael Cerullo and Karen Cerullo, of Michael A. & Karen L. Cerullo, owner that executed the foregoing instrument, and acknowledged it to be the free and voluntary act, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



LAINA M. GITTINGS

Printed Name:

NOTARY PUBLIC in and for the State

Washington, residing at

My Commission Expires:


Pierce - 20915 12nd St E
Proctor 98321
12-14-2026

EXHIBIT 'A'
BILL OF SALE
Legal Description

LOT 3, BLOCK 10, SUPPLEMENTARY MAP OF THE TOWN OF SUMNER, ACCORDING TO
THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, AT PAGE 101, IN PIERCE
COUNTY, WASHINGTON

SITUATE IN THE CITY OF SUMNER, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT 'B'
BILL OF SALE
PERSONAL PROPERTY DESCRIPTION

TYPE OF DOCUMENT:	Bill of Sale
GRANTOR(S):	Michael A. & Karen L. Cerullo
ABBREVIATED LEGAL:	042024 SW
ASSESSOR TAXPARCEL I.D. NUMBERS:	7985100253
NAME OF PROJECT	Sewer Line Upgrade
ADDRESS OF PROJECT:	712 Cherry Ave

Description		Unit	Plan quantity	Total
SEWER MAIN Lateral Connection Lines, and Cleanouts.				
8"	AC	Lf	60	N/A

The Property's Sewer system is a Public Sanitary sewer type of system designed to efficiently collect and transport wastewater from the property to the Wastewater treatment facility.

Sewer system comprises of the following components –

Main Sewer Lines: These primary pipes serve as the backbone of the sewer system; these are designed to efficiently collect and transport wastewater.

Lateral Connection Lines: These pipes branch off the main sewer lines to collect wastewater from the property from individual sources such as toilets, sinks and drains, etc.

Cleanouts: Cleanouts are installed at key locations to allow for the removal of blockages and the inspection of sewer lines.

Material of the Sewer pipes:

The Sewer pipes are typically constructed from materials such as asbestos, PVC or clay, chosen for their resistance to corrosion and structural integrity.

Maintenance of the Sewer system:

The sewer system undergoes regular maintenance to ensure proper functioning and longevity. This includes periodic cleaning and jetting to remove debris and sediment buildup, as well as inspections to detect and address any potential issues such as leaks or blockages. Maintenance activities are carried out by City of Sumner qualified personnel.

RETURN TO:
City of Sumner
Public Works Department
1104 Maple Street, Suite 260
Sumner WA 98390-1423

Please make no mark in the margin space - Reserved for County Auditor's use only.

TYPE OF DOCUMENT:	Easement – sewer
GRANTOR(S):	Firgrove Village Apartments LLC
GRANTEE:	City of Sumner, a Municipal Corporation
LEGAL DESCRIPTION:	Exhibit 'A' of this document
ABBREVIATED LEGAL DESCRIPTION:	042024 SW
ASSESSOR TAXPARCEL I.D. NUMBERS:	7985100252
NAME OF PROJECT	Sewer Line Upgrade
ADDRESS OF PROJECT	809 & 811 Harrison St

The Grantor(s), for and in consideration of mutual benefits, do hereby convey and warrant unto the **CITY OF SUMNER**, a Washington municipal corporation, (hereinafter "Grantee"), its successors and assigns, an access and maintenance easement for sewer lines with necessary appurtenances over, under, through, across and upon the described property (the "Easement Area") in Pierce County, Washington, to-wit: **LEGAL DESCRIPTION** see Exhibit A.

Said easement being for the purpose of constructing, reconstructing, installing, repairing, replacing, enlarging, operating and maintaining sewer lines, together with the right of ingress and egress thereto without prior institution of any suit or proceedings of law and without incurring any legal obligation or liability therefore. Following the initial construction of its facilities, Grantee may from time to time construct such additional sewer facilities as it may require to maintain appropriate levels of public safety and service. This easement is granted subject to the following terms and conditions:

1. The Grantee shall, upon completion of any work within the property covered by the easement, restore the surface of the easement, and any private improvements disturbed or destroyed during execution of the work, as nearly as practicable to the condition it was in immediately before commencement of the work or entry by the Grantee.
2. Grantor shall retain the right to use the surface of the easement as long as such use does not interfere with the easement rights granted to the Grantee.
Grantor shall not, however, have the right to:
 - a. Erect or maintain any buildings or structures within or upon the Easement Area that may cause damage to or interfere with the underground utilities and/or would unreasonably increase the costs to the Grantee of restoring the easement area; or
 - b. Plant trees, shrubs or vegetation having deep root patterns, placed upon the Easement Area by the Grantee that may cause damage to or interfere with the underground utilities; or
 - c. Develop, landscape, or beautify the Easement Area in any way that may cause damage to or interfere with the underground utilities and/or would unreasonably increase the costs to the Grantee of restoring the easement area.

- d. Dig, tunnel or perform other forms of construction activities on the property which would disturb the compaction or unearth Grantee's facilities or utilities in the Easement Area or endanger the lateral support facilities.
- e. Blast within fifteen (15) feet of the Easement Area.

This easement shall run with the land described herein, and shall be binding upon the parties, their heirs, successors in interest and assigns. Grantors covenant that they are the lawful owners of the above properties and that they have a good and lawful right to execute this agreement.

By this conveyance, Grantor will warrant and defend the sale hereby made unto the Grantee against all and every person or persons, whomsoever, lawfully claiming or to claim the same. This conveyance shall bind the heirs, executors, administrators and assigns forever.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this 25th day of May, 2024.

GRANTOR

Carl Wright

Its: _____ Its: _____

STATE OF WASHINGTON)
COUNTY OF PIERCE) SS

On this 21st day of May, 2024, before me a Notary Public in and for the State of Washington, personally appeared Carl Wright and N/A, of Fingrove Apartments, the person(s) that executed the foregoing instrument, and acknowledged it to be their free and voluntary act, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Nathan Crouch
Printed Name: _____
NOTARY PUBLIC in and for the State
Washington, residing at Pierce Co.
My Commission Expires: 1-30-27

CITY OF SUMNER

By: Kathy Hayden Mayor
By: Jason Wilson City Administrator

STATE OF WASHINGTON)
COUNTY OF PIERCE) SS

On this 3rd day of June, 2024 before me, the undersigned, a Notary Public in the State of Washington, duly commissioned and sworn, personally appeared Kathy Hayden and Jason Wilson, representing themselves as Mayor and City Administrator, respectively, of the City of Sumner, the municipal corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Noel Clark

Printed Name: Noel Clark
NOTARY PUBLIC in and for the State
Washington, residing at Pierce County, WA
My Commission Expires: 03/18/2025

Approved to Form:

By: Andrea Marquez City Attorney

ATTEST:

By: Michelle Converse City Clerk

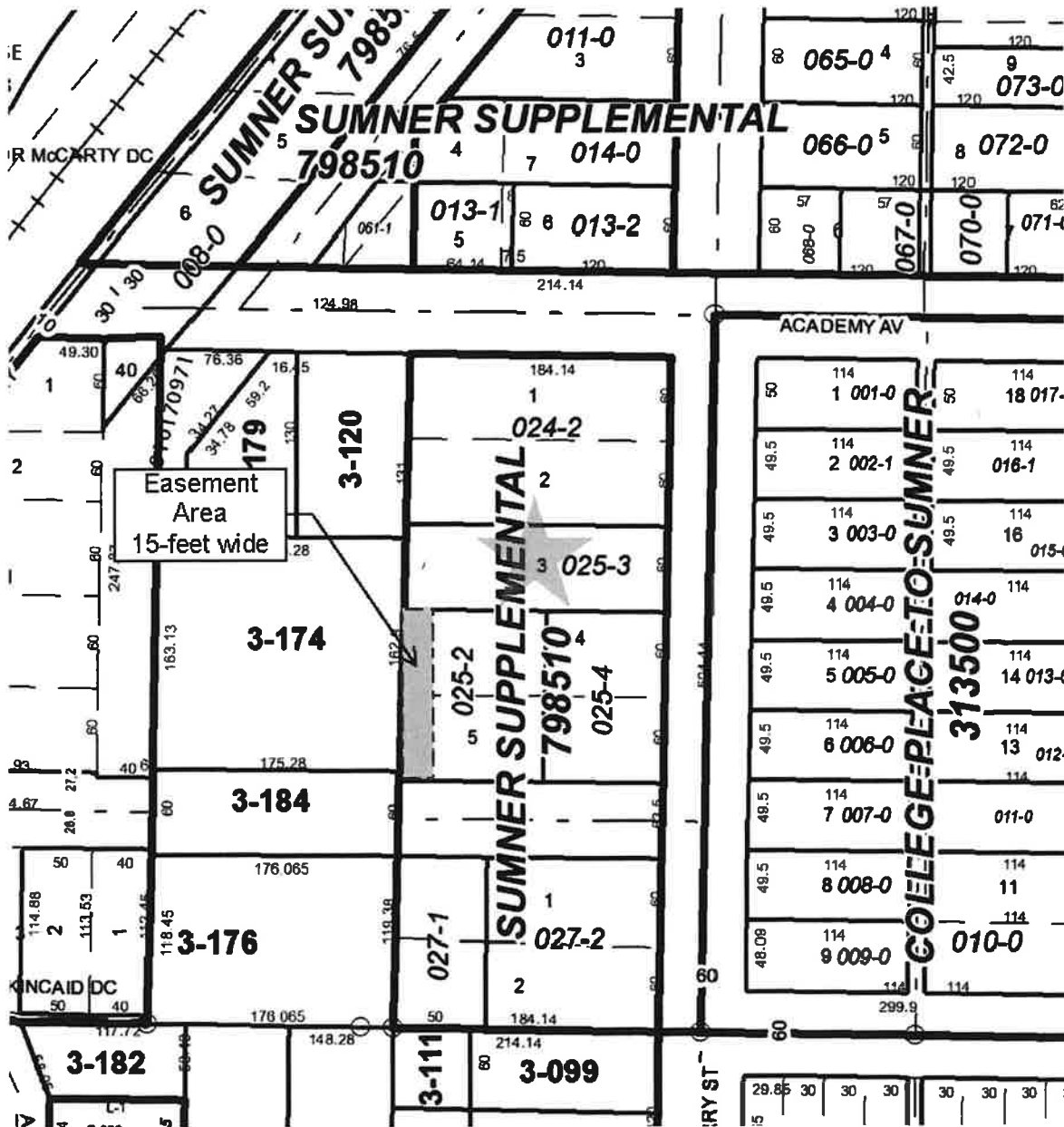
EXHIBIT "A" LEGAL DESCRIPTION

THE WEST 15 FEET OF THE FOLLOWING PROPERTY:

THE WEST 100 FEET OF LOT 4 AND THE WEST 100 FEET OF LOT 5, BLOCK 10,
SUPPLEMENTARY MAP OF THE TOWN OF SUMNER, AS PER PLAT RECORDED IN
VOLUME 1 OF PLATS, AT PAGE 101, RECORDS OF PIERCE COUNTY AUDITOR.

SITUATED IN THE CITY OF SUMNER, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT "B" MAP



RETURN TO:
City of Sumner
Public Works Department – Pam
1104 Maple Street, Suite 260
Sumner WA 98390-1423

Please make no mark in the margin space - Reserved for County Auditor's use only.

TYPE OF DOCUMENT:	Bill of Sale
GRANTOR(S):	Firgrove Village Apartments LLC
GRANTEE:	City of Sumner, a Municipal Corporation
ABBREVIATED LEGAL DESCRIPTION:	Legal Description is on Page 1 or Exhibit A of document
ABBREVIATED LEGAL:	042024 SW
ASSESSOR TAXPARCEL I.D. NUMBERS:	7985100252
NAME OF PROJECT	Sewer Line Upgrade
ADDRESS OF PROJECT:	809 & 811 Harrison St

The Grantor(s), Firgrove Village Apartments LLC, a Washington State Limited Liability Company for and in consideration of mutual benefits, do by these presents transfer, sell, assign, and deliver all of their right, title, and interest unto the said Grantee, the personal property described as follows:

PERSONAL PROPERTY DESCRIPTION: Exhibit B of this document

Such personal property is located within Grantor's real property legally described on Exhibit A.

By this conveyance, Grantor will warrant and defend the sale hereby made unto the Grantee against all and every person or persons, whomsoever, lawfully claiming or to claim the same. This conveyance shall bind the heirs, executors, administrators and assigns forever.

(Notary Acknowledgement on Next Page)

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this 21st day of May, 2024.

GRANTOR

Carl Wright

Carl Wright Firgrove Village Apartments
LLC

Governor and Registered Agent

STATE OF WASHINGTON)

) SS

COUNTY OF PIERCE)

On this day of May 21st, 2024, before me a Notary Public in and for the State of Washington, personally appeared Carl Wright and N/A, of Firgrove Village Apartments LLC, owner that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said corporation, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Nathan Crouch

Printed Name:

Nathan Crouch

NOTARY PUBLIC in and for the State

Washington, residing at

Pierce

My Commission Expires:

1-30-27



EXHIBIT 'A'
BILL OF SALE
Legal Description

THE WEST 100 FEET OF LOT 4 AND THE WEST 100 FEET OF LOT 5, BLOCK 10,
SUPPLEMENTARY MAP OF THE TOWN OF SUMNER, AS PER PLAT RECORDED IN
VOLUME 1 OF PLATS, AT PAGE 101, RECORDS OF PIERCE COUNTY AUDITOR.

SITUATE IN THE CITY OF SUMNER, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT 'B'
BILL OF SALE
PERSONAL PROPERTY DESCRIPTION

TYPE OF DOCUMENT:	Bill of Sale
GRANTOR(S):	Firgrove Village Apartments LLC
ABBREVIATED LEGAL:	042024 SW
ASSESSOR TAXPARCEL I.D. NUMBERS:	7985100252
NAME OF PROJECT	Sewer Line Upgrade
ADDRESS OF PROJECT:	809 & 811 Harrison St

Description		Unit	Plan quantity	Total
SEWER MAIN, Lateral Connection Lines, and Cleanouts.				
8"	AC	Lf	120	N/A

The Property's Sewer system is a Public Sanitary sewer type of system designed to efficiently collect and transport wastewater from the property to the Wastewater treatment facility.

Sewer system comprises of the following components –

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The Sewer pipes are typically constructed from materials such as asbestos, PVC or clay, chosen for their resistance to corrosion and structural integrity.

Maintenance of the Sewer system:

The sewer system undergoes regular maintenance to ensure proper functioning and longevity. This includes periodic cleaning and jetting to remove debris and sediment buildup, as well as inspections to detect and address any potential issues such as leaks or blockages. Maintenance activities are carried out by City of Sumner qualified personnel.

SUBJECT: Resolution No. 1715 - Interlocal Agreement with Department of Enterprise Services for EV Chargers

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1715 - DES Interlocal

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager

SUMMARY BACKGROUND:

The Department of Enterprise Services operates the Energy Program for energy savings performance contracts. The City of Sumner desires to enter into an interlocal agreement with DES to enable the City to participate in the Energy Savings program and enlist DES's services, particularly EV charging stations and other energy saving infrastructure upgrades to City facilities and City-owned property.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 3/4/2025
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Resolution No.1715 authorizing the Mayor or her designee to execute an Interagency agreement with the Department of Enterprise Services for the Energy Program.

RESOLUTION NO. 1715

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND DEPARTMENT OF ENTERPRISE SERVICES FOR THE CITY OF SUMNER'S PARTICIPATION IN THE ENERGY PROGRAM.

WHEREAS, the City of Sumner and Department of Enterprise Services seek to enter into an intergovernmental agreement enabling the City of Sumner to proceed with participation in energy savings performance contracts under DES's Energy Program; and

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

WHEREAS, the City of Sumner is authorized, pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, and RCW 39.35C to enter into such agreement;

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

Section 1. Authorization. That the City Council hereby approves the Interagency Agreement between the City of Sumner and the Washington State Department of Enterprise Services for the purpose of the Energy Program and Energy Savings Performance Contracts, a copy of said agreement is attached and incorporated by reference, and authorizes the Mayor to sign on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

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

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

ADOPTED AND APPROVED this ____ day of ____, 2025.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

State of Washington ENERGY PROGRAM Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	INTERAGENCY AGREEMENT	
	IAA No.:	K9663
City of Sumner 1104 Maple Street Sumner, WA 98390	Date:	February 27, 2025

**INTERAGENCY AGREEMENT
BETWEEN
CITY OF SUMNER
AND
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES**

Pursuant to RCW chapter 39.34 and RCW chapter 39.35C, this *Interagency Agreement (Agreement)* is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and City of Sumner, a Washington State governmental agency ("Client Agency") and is dated and effective as of the date of the last signature.

RECITALS

- A. Enterprise Services, through its Energy Program ("Energy Program"), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs in publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner's advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and reduce carbon emissions in their publicly-owned facilities. Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.
- E. The purpose of this *Agreement* is to establish a vehicle for Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this *Agreement* commences on the date of the last signature and ends **December 31, 2029**.

2. **STATEMENT OF WORK.**

A. **ENERGY PROGRAM.** Energy Program agrees to provide the following Services:

- i. Upon request by Client Agency for energy services for a specific Energy/Utility Conservation Project(s), the Parties shall execute an amendment to this *Agreement* to specify the project and associated project management fees as set forth by Attachment B. Enterprise Services shall furnish necessary personnel and services as specified and set forth in Attachment A, *Project Management Services Scope of Work*.
- ii. Assist in Dispute Resolution. Dispute resolution is an ongoing process throughout the project. However, this assistance does not include formal dispute resolution, arbitration or legal advice or representation in any legal action, and does not include legal fees and costs related to any dispute. Formal dispute resolution begins when a written claim is received demanding arbitration or other legal process is received. All formal dispute fees and costs will be borne separately by Client Agency. The Attorney General cannot and will not represent or advise a non-state agency.

B. **CLIENT AGENCY.** Client Agency agrees to the following:

- i. Will conform to the protocols of this *Agreement*, including Enterprise Services' *General Conditions for Washington State Energy Savings Performance Contracting ("General Conditions")*, and as supplemented.
- ii. Will conform to the requirements of the *General Conditions* for timely processing and approval of agreed upon changes to construction contracts involving cost, and for payment.
- iii. Will conform to the following guidelines for communications between Client Agency, Enterprise Services and ESCOs (Energy Services Company) through the design, construction and post-construction phases as outlined below:
 - a) Communications between Client Agency, Energy Program Project Manager ("PM") and ESCO shall go through the PM. The PM may authorize exceptions for specific projects or situations. The PM may authorize the ESCO to communicate directly with Client Agency personnel to expedite the design and to avoid communication delays. This action does not authorize additional work, change in scope, or exclude copying all communications between ESCO and Client Agency to the PM.
 - b) All drawings, specifications, reports, and project correspondence must contain the State Project Number and suffix.
 - The State Project Number consists of the fiscal year and a numerical sequence number, for example 2018-024, followed by an alphabetical suffix.

- Professional services agreements have suffixes A through F, for example 2018-024 A.
 - Construction contracts have suffixes G through Z, for example 2018-024 G.
- iv. All identification and monitoring of documentation required by the funding source shall remain the responsibility of Client Agency.

3. COMPENSATION AND REQUIREMENTS.

- A. **COMPENSATION.** Compensation under this *Agreement* shall be by amendment to this *Agreement* for each authorized project. Each amendment shall include a payment schedule for the specific project.
- i. **Project Management Services Scope of Work (Attachment A):** For project management services provided by Energy Program, Client Agency shall pay Enterprise Services a Project Management Fee for services based on the total project value (including Washington state sales tax) per the Project Management Fee Schedule set forth in Attachment B.
 - ii. **Termination Fee:** If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Project Management Fee Schedule. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO as set forth in Attachment B.
 - iii. **Measurement & Verification Services ("M&V") Scope of Work (Attachment C):** If M&V are requested by Client Agency beyond the first three years following the notice of commencement of energy cost savings, Client Agency shall pay Enterprise Services \$2,000.00 annually for each year that such M&V are provided.
- B. **PAYMENT FOR ESCO SERVICES.** In the event that Client Agency enters into a contract with an Energy Program pre-qualified ESCO, pursuant to an *Enterprise Services Main Energy Services Agreement for ESCO Services*, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed and sent such invoices to Client Agency for payment.
- C. **FURTHER ASSURANCES.** Client Agency shall provide the ESCO with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- D. **MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW.** In all ESCO project agreements and contracts pertaining to this *Agreement*, Energy Program will require ESCO's compliance with applicable federal and state laws and state policies including, but not limited to, the following:
- 1. RCW Title 39 and 43
 - 2. ADA Requirements
 - 3. Buy America
 - 4. Davis-Bacon
 - 5. Prevailing Wage
 - 6. DBE Participation
 - 7. Apprentice Participation

Upon request by Client Agency, Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by Energy Program and added by amendment to this *Agreement*. In the event that Energy Program becomes aware of a possible violation, it will notify Client Agency.

4. INVOICES AND BILLING.

- A. **BILLING PROCEDURE.** Enterprise Services shall submit invoices to Client Agency upon substantial completion and notice of commencement of energy cost savings of each authorized project, unless an amendment specifies special billing conditions and timeline. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the ESCO. Each invoice will clearly indicate that it is for the services rendered in performance under this *Agreement* and shall reflect this *Agreement* and Amendment number. Energy Program will invoice for any provided services within sixty (60) days of the expiration or termination of this *Agreement*.
- B. **PAYMENT PROCEDURE.** Client Agency shall pay all invoices received from Enterprise Services within thirty (30) days of receipt of properly executed invoice vouchers.
- C. **BILLING DETAIL.** Each invoice submitted to Client Agency by Enterprise Services shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this *Agreement* and include the following:
 - Amendment number and project
 - The date(s) such services were provided
 - Brief description of the services provided
 - Total invoice amount
- D. **BILLING ADDRESS.** Invoices shall be delivered to Client Agency electronically to:

Email: khayden@sumnerwa.gov

- 5. **AGREEMENT MANAGEMENT.** The parties hereby designate the following *Agreement* administrators as the respective single points of contact for purposes of this *Agreement*, each of whom shall be the principal contact for business activities under this *Agreement*. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Lisa Steel
Energy Project Manager
Energy Program
Washington Dept. of Enterprise Services
PO Box 41476
Olympia, WA 98504-1476
Tel: (360) 556-5912
Email: lisa.steel@des.wa.gov

Client Agency

Attn: Kathy Hayden
Mayor
City of Sumner
1104 Maple Street
Sumner, WA 98390
Tel: (253) 299-5790
Email: khayden@sumnerwa.gov

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program or ESCO.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this *Agreement*.

6. RECORDS.

- A. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this *Agreement* shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- B. **RECORDS RETENTION.** Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this *Agreement* or final payment for any service placed against this *Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- C. **OWNERSHIP.** Records and other information, in any medium, furnished by one party to this *Agreement* to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action. Each party will utilize reasonable security procedures and protections to assure that records and information provided by the other party are not erroneously disclosed to third parties.
- D. **PUBLIC RECORDS.** This *Agreement* and all related records are subject to public disclosure as required by RCW 42.56, the Public Records Act (PRA).

7. RESPONSIBILITY OF THE PARTIES. Each party to this *Agreement* assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.

8. DISPUTE RESOLUTION. The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this *Agreement* as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this *Agreement* while attempting to resolve any such dispute. If, however, a dispute persists regarding this *Agreement* and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall produce its description of the dispute in writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide

by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties.

9. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this *Agreement*, either party may terminate this *Agreement* upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this *Agreement* prior to the effective date of such termination.

10. GENERAL PROVISIONS.

- A. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable law.
- B. **INTEGRATED AGREEMENT.** This *Agreement* constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- C. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this *Agreement* may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- D. **AUTHORITY.** Each party to this *Agreement*, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this *Agreement* and that its execution, delivery, and performance of this *Agreement* has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- E. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this *Agreement*. Neither party is an agent of the other party nor authorized to obligate it.
- F. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this *Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- G. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this *Agreement*, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- H. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this *Agreement* in their entirety.
- I. **CAPTIONS & HEADINGS.** The captions and headings in this *Agreement* are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this *Agreement* nor the meaning of any provisions hereof.
- J. **ELECTRONIC SIGNATURES.** A signed copy of this *Agreement* or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this *Agreement* or such other ancillary agreement for all purposes.

- K. COUNTERPARTS. This *Agreement* may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this *Agreement* at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this *Agreement*.

11. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

12. NON-DISCRIMINATION.

1. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
3. Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

EXECUTED AND EFFECTIVE as of the date of the last signature.

City of Sumner

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Kirsten G. Wilson, PE
Title: Energy Program Manager
Date: _____

ATTACHMENT A

PROJECT MANAGEMENT SERVICES SCOPE OF WORK

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Assist in resolution of disputes with the ESCO that arise during this *Agreement*, not to include formal disputes.
11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.

ATTACHMENT B

PROJECT MANAGEMENT FEE SCHEDULE

2023-25 Interagency Reimbursement Costs
for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION FEE</u>
5,000,001..... 6,000,000.....	\$68,800.....	25,700
4,000,001... .. 5,000,000.....	67,700.....	25,400
3,000,001..... 4,000,000.....	66,700.....	25,000
2,000,001..... 3,000,000.....	62,500.....	23,400
1,500,001..... 2,000,000.....	58,300.....	21,800
1,000,001..... 1,500,000.....	51,600.....	19,300
900,001. ... 1,000,000 43,800	16,400	
800,001..... .. 900,000.....	41,300.....	15,400
700,001..... .. 800,000.....	38,300.....	14,400
600,001..... .. 700,000.....	36,500.....	13,700
500,001..... .. 600,000.....	33,800.....	12,600
400,001..... .. 500,000.....	30,200.....	11,300
300,001..... .. 400,000.....	25,800.....	9,700
200,001..... .. 300,000.....	20,700.....	7,700
100,001..... .. 200,000.....	14,400.....	5,400
50,001..... .. 100,000.....	7,800.....	3,500
20,001..... .. 50,000.....	4,200.....	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum Energy Program termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services' Energy Program.
2. Termination fees cover the selection and project management costs associated with managing an ESCO's investment grade audit and energy services proposal. No termination fee will be charged unless Client Agency decided not to proceed to construction based on an energy services proposal that identifies projects that met Client Agency's cost effectiveness criteria.
3. If the project meets Client Agency's cost effectiveness criteria and Client Agency decides not to move forward with a project, then Client Agency will be invoiced per the above listed Termination Fee or \$25,700 whichever is less. If Client Agency decides to proceed with the project then the *Agreement* will be amended to include the Project Management Fee listed above.
4. If the audit fails to produce a project that meets Client Agency's established cost effectiveness criteria, then there is no cost to Client Agency and no further obligation by Client Agency.

ATTACHMENT C

MEASUREMENT & VERIFICATION SERVICES SCOPE OF WORK

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

If requested, Energy Program will provide the following measurement and verification services for each year beyond the first three years following the Notice of Commencement of Energy Cost Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with Client Agency and ESCO to review and discuss the annual Measurement and Verification report.

SUBJECT: 2024 Sidewalk Repair Program - Change Order

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$43,333.30

Within Budget Allocation: Yes

ATTACHMENTS:

1. Change Order #6 - Alley Approaches on Ryan Ave
-

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:

The 2024 Sidewalk Repair Program consists of replacing sidewalks within the City that are failing due to street tree damages, installing sidewalks where there are existing sidewalk gaps, replacing sidewalks as part of the Helping Homeowners Program, and replacing sidewalk panels inside the Wastewater Treatment Facility. These sidewalk replacements also include a number of ADA curb ramp upgrades due to the location of the repairs. These sidewalk replacements will take place in different areas of the City, with the locations of the street tree damage being focused on equity.

This change order adds two alley approaches along Ryan Avenue between North Street and Main Street that are not ADA compliant. The original contract amount with previous change orders was \$747,785.79, and the change order adds \$43,333.30 for a total contract cost of \$791,119.09. With a 10% contingency for any future change orders, the new authorized amount is \$870,231.00.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 3/4/2025 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion approving a change order to Asphalt Patch Systems, Inc.'s Construction Contract for the 2024 Sidewalk Repair program (CIP 23-03), increasing the contract amount by \$43,333.30 to a total authorized amount not-to-exceed \$870,231.00, 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.

CHANGE ORDER NO. #06: Alley Approaches on Ryan Ave

NAME OF CONTRACTOR, CONSULTANT, OR VENDOR: **Asphalt Patch Systems, Inc.**

CONTRACT NAME & PROJECT NUMBER: **2024 Sidewalk Repair Program, CIP 23-03**

ORIGINAL CONTRACT DATE: **July 8, 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 CO06-1, "Alley Approaches on Ryan Ave, LS" is added at a lump sum price of \$43,333.30 to the contract to compensate the Contractor for additional costs associated with the replacement of two commercial driveway approaches along Ryan Ave between Main St and North St.

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

Original Contract Sum, including applicable alternates and WSST	\$ 608,940.39
Net Change by Previous Change Orders (incl. applicable WSST)	\$ 131,745.40
Current Contract Sum (incl. Previous Change Orders)	\$ 747,785.79

Current Change Order	\$ 43,333.30
Applicable WSST Tax on this Change Order	\$ 0
Revised Contract Sum	\$ 791,119.09

Original Time for Completion	100 Working Days
Revised Time for Completion under prior Change Orders	100 Working Days
Days Required $\pm$ 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: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____
CITY OF SUMNER: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	APPROVED AS TO FORM: _____ Sumner City Attorney

PRIMARY PROJECT TYPE	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
Facilities	17-13	Operations Facility Main Site											Pending Amendment	\$ 50,174,600.00	D. McCarty	Contract Awarded & Construction to begin in Feb/March
Facilities	18-04	Rainier View Covered Court											Pending Amendment	\$ 1,717,395.85	A. Leach	Working on Punchlist Items
Facilities	19-07	Ryan House											\$ 300,000.00		D. McCarty	
Facilities	22-03	Cemetery Operations Facility		C	O	M	P	L	E	T	E		\$ 20,000.00	\$ 3,000,000.00	D. McCarty	Project in Close Out
Facilities	22-04	Heritage Park Remediation											\$ 570,500.00		D. McCarty	Expected Completion Date:
Facilities	23-04	Cemetery Irrigation (Phase 2)											\$ 475,000.00	\$ 475,000.00	A. Leach	
Facilities	23-04	Cemetery Potable Water (Phase 1)											Pending Amendment	\$ 225,000.00	A. Leach	Bids Received on 2/12
Facilities	24-01	Operations Facility North Parcel											\$ 1,010,000.00	\$ 3,875,000.00	D. McCarty	Estimated completion 4/2025
Facilities	24-05	City Hall Solar Panels		C	O	M	P	L	E	T	E		Pending Amendment	\$ 272,000.00	D. McCarty	Project Complete
Facilities	24-06	City Hall EV Chargers											\$ 50,000.00	\$ 50,000.00	D. McCarty	
Facilities	TBD	City Hall Windows											\$ 160,000.00	\$ 160,000.00	D. McCarty	
Facilities	24-10	Hops Alley & Heritage Park Phase 2											\$ 3,965,527.00	\$ 5,780,527.00	D. McCarty	Bids Received on 2/18. Heritage Park Phase 3 & 4 construction is unfunded.
Sewer	20-04	Lift Stations 2 & 6 Improvements											Pending Amendment	\$ 1,681,000.00	D. McCarty	Estimated completion 4/2025
Sewer	21-09	Auto Lane Force Main Upgrade											\$ 393,500.00	\$ 393,500.00	A. Leach	Project on hold until construction in 2026.
Sewer	21-17	WWTF Biosolids Modernization											\$ 18,500,000.00		C. Littrell	Expected Completion Date:
Sewer	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
Sewer	TBD	Harrison/State Side Sewer Connections											\$ 400,000.00		D. McCarty	
Sewer	TBD	Lift Station 3 Improvements											\$ 300,000.00		TBD	Planning in 2026.
Sewer	TBD	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.
Sewer	TBD	WWTF Aeration Basins											\$ 532,000.00	\$ 532,000.00	D. McCarty	
Sewer	TBD	WWTF Biosolids											\$ 415,000.00	\$ 415,000.00	D. McCarty	
Sewer	TBD	WWTF Clarifiers											\$ 100,000.00	\$ 100,000.00	D. McCarty	
Sewer	TBD	WWTF Decant Facility Revisions											\$ 100,000.00		D. McCarty	
Sewer	TBD	WWTF Improvements											\$ 721,000.00	\$ 721,000.00	D. McCarty	
Sewer	TBD	WWTF UV System Replacement											\$ 1,648,000.00	\$ 1,648,000.00	D. McCarty	
Sewer	TBD	WWTF VFD Replacement											\$ 517,000.00	\$ 517,000.00	D. McCarty	
Storm	13-11	64th St E Culvert											\$ 10,000.00		TBD	Construction unfunded. Expected Completion Date: TBD
Storm	14-10	White River Restoration: Levees											\$ 1,100,000.00	\$ 30,504,000.00	R. Wright	Expected Completion Date:
Storm	14-10	White River Restoration Phase 2: Habitat											\$ 42,342,000.00	\$ 62,375,000.00	R. Wright	Expected Completion Date:
Storm	20-01	Salmon Creek Restoration											\$ 188,000.00		TBD	Construction unfunded. Expected Completion Date: TBD
Storm	21-21	63rd St Ct E Storm Drainage											\$ 638,000.00	\$ 638,000.00	R. Wright	
Storm	23-11	16th St Property demolitions											In WRR Budget		R. Wright	
Storm	25-02	2025 Storm CIP Update											\$ 54,000.00	\$ 54,000.00	R. Wright	
Storm	TBD	Drainage District 11 Treatment											\$ 406,000.00		R. Wright	Expected Completion Date: Ongoing
Streets	13-08	Stewart Rd Bridge Replacement											\$ 19,735,000.00	\$ 42,246,000.00	A. Leach	Expected Completion Date: 12/28

PRIMARY PROJECT TYPE	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
Streets	13-11	166th Ave E Widening											\$ 1,110,000.00	\$ 18,000,000.00	C. Littrell	Design & Environmental permitting in process. ROW funded for 2028. Construction unfunded. Expected Completion Date: TBD
Streets	19-02	Main St & Wood Ave Intersection Improvements											Pending Amendment	\$ 3,580,000.00	C. Littrell	
Streets	19-05	TC: Cherry & Maple Utilities											\$ 4,331,000.00	\$ 4,331,000.00	A. Leach	Project on hold until construction in 2026.
Streets	21-11	Maple St Pedestrian Signal & Citywide Backplates											\$ 888,000.00	\$ 1,073,000.00	C. Littrell	Expected Completion Date: 2026
Streets	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.
Streets	23-03	Helping Homeowners Sidewalk Program											\$ 128,000.00	\$ 128,000.00	C. Littrell	
Streets	23-03	Sidewalk Maintenance Program											\$ 84,000.00		C. Littrell	
Streets	23-03	Street Tree Program											\$ 500,000.00		C. Littrell	
Streets	23-08	Systemic Horizontal Curves											\$ 613,000.00	\$ 903,000.00	T. Le	
Streets	23-09	Puyallup St & Tacoma Ave											\$ 380,000.00	\$ 2,600,000.00	G. Singh	Construction is unfunded.
Streets	24-04	Washington St Reconstruction: Wood Ave to McMillan											\$ 2,704,000.00	\$ 2,818,000.00	G. Singh	Construction pushed to 2026.
Streets	24-07	Neighborhood Traffic Calming & Intersection Data Collection											\$ 150,000.00	\$ 150,000.00	TBD	
Streets	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
Streets	24-09	Main Street Crossings											\$ 980,000.00	\$ 980,000.00	G. Singh	RFQ for design has been advertised.
Streets	24-11	Stewart Rd ITS											\$ 500,000.00	\$ 3,500,000.00	G. Singh	Construction is unfunded.
Streets	N/A	ADA Improvements											\$ 80,000.00		C. Littrell	As needed.
Streets	N/A	SR-167 SB HOT Lane											WSDOT Funded	\$ 350,000,000.00	N/A	WSDOT-led project
Streets	N/A	SR 167 / I-5 Connection Project											WSDOT Funded	\$ 1,000,000,000.00	N/A	WSDOT-led project
Streets	TBD	Hunt Avenue Reconstruction: Main St to State St											\$ 297,000.00	\$ 3,000,000.00	R. Wright	Construction is unfunded.
Streets	TBD	SR-410 / SR-162 Interchange Improvements											Pending Amendment	\$ 6,650,000.00	C. Littrell	WSDOT-led project. Relocation needed for City water mains.
Streets	TBD	Chip Seal Application											\$ 500,000.00		G. Singh	Planned for 2026
Streets	W25-01	Crack Seal Application											\$ 161,440.00		G. Singh	Preliminary engineering, planning phase, construction in 2025
Streets	W25-02	Pavement Repairs											\$ 142,390.00		G. Singh	Preliminary engineering, planning phase, construction in 2025
Streets	W25-03	Roadway Paint Line Application											\$ 82,000.00		G. Singh	Planned for 2025
Streets	W25-04	Roadway Plastic Marking Application											\$ 118,000.00		G. Singh	Preliminary engineering, planning phase, construction in 2025
Trails	14-01	Fryar Ave Trail											\$ 4,006,000.00	\$ 5,416,000.00	A. Leach	ROW in process.
Trails	14-10	White River Restoration Phase 3: Trail											\$ 3,000,000.00		R. Wright	Expected Completion Date: 2027
Trails	20-07	Rivergrove Pedestrian Bridge											\$ 1,304,000.00	\$ 12,200,000.00	A. Leach	Construction is partially funded. Expected Completion Date: 12/29
Water	19-11	South Tank Seismic Retrofit											\$ 950,000.00	\$ 3,509,300.00	A. Leach	
Water	TBD	159th Ave / Riverside Dr to 76th St											\$ 638,000.00	\$ 638,000.00	T. Le	

PRIMARY PROJECT TYPE	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
Water	TBD	16th St Water Main Replacement: Wood to McMillan											\$ 1,151,000.00	\$ 1,151,000.00	T. Le	From 40159434-563417 Replacement of Water Mains
Water	TBD	Central Well Radio Upgrade											\$ 18,000.00	\$ 18,000.00	TBD	
Water	TBD	Dieringer Well Communication											\$ 18,000.00	\$ 18,000.00	A. Leach	
Water	TBD	South Well Improvements											\$ 300,000.00	\$ 300,000.00	A. Leach	Construction unfunded. Expected Completion Date: TBD
Water	TBD	Sumner Springs Improvements											\$ 85,000.00	\$ 85,000.00	TBD	
Water	TBD	Viewpoint Tank - 171st Ave Ct E											\$ 188,000.00	\$ 188,000.00	T. Le	
Water	TBD	Water Systems Security											\$ 537,000.00	\$ 537,000.00	TBD	
Water	W24-14	North Tank Ladder											\$ 240,000.00		T. Le	
Water	W24-19	Watershed Vegetation Management											\$ 150,000.00	\$ 150,000.00	R. Wright	
74													\$ 123,653,357.00	\$ 1,631,280,322.85		

Legend:

Planning / Design / Right-of-Way

Construction

Close-out