

AMENDED

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

<https://sumnerwa.gov.zoom.us/j/88056495446>

Phone one-tap: +12532050468,,88056495446# US +12532158782,,88056495446# US (Tacoma)

Join via audio: +1 253 205 0468, +1 253 215 8782

Webinar ID: 880 5649 5446

CALL TO ORDER

Pledge of Allegiance

Invocation

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

PROCLAMATION

1. National Public Works Week

PRESENTATION

1. Main and Wood - APWA Project of the Year Award
2. South Sound Housing Affordability Partners (SSHA³P) - Capital Fund Project

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

CONSENT AGENDA

1. Contract Amendment for Senior Center Services
2. Consultant Contract Award - Safe Built
3. Heritage Park Remediation - Consultant Services Amendment
4. Puget Sound Energy Agreement for Operations Facility Power Service
5. Puget Sound Energy Agreement for 29th Street East Street Lighting
6. Resolution No. 1720 - Puget Sound Energy Conservation Grant Agreement Years 4-6
7. Phase 2 Cemetery Irrigation Improvements - Construction Contract Award
8. Approval of the minutes from the May 5th, 2025 regular council meeting and the May 12th, 2025 study

session.

9. ~~Resolution No. 1721 -- Setting Public Hearing -- Surplus of Bill Heath Sports Complex via Intergovernmental Transfer to Sumner Bonney Lake School District~~

PUBLIC HEARING

REGULAR BUSINESS

1. Unfinished Business

- a. Ordinance No. 2926 - Partial Right-of-Way Vacation -- Highland Street/142nd Avenue East

2. Public Comment (Limit 3 minutes)

Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 4:00pm on the day of the meeting. Any written comments received will be provided to the City Council and attached to the meeting minutes. Please contact the City Clerk at 253-299-5590 with any questions.

3. New Business

- a. Planning Commission Appointment - Huo

4. Reports

- a. Council
- b. City Administrator
- c. Mayor

5. Executive Session

For the purposes of discussing with legal counsel pending or threatened litigation per RCW 42.30.110(1)(i).

6. Adjournment

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



PROCLAMATION
National Public Works Week
May 18-24, 2025

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Sumner; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our city's and nation's transportation, water supply and distribution, wastewater collection and treatment, stormwater conveyances, public buildings, parks, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for community members and civic leaders in the City of Sumner to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association.

THEREFORE BE IT RESOLVED that the City of Sumner proclaims the week of May 18th through 24th, 2025 as National Public Works Week and urges all community members to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Dated this 19th day of May, 2025.

Kathy Hayden, Mayor
City of Sumner

Main St and Wood Ave Intersection Improvements APWA Project of the Year Award

Transportation Project Under \$5 M, Small Agency



CITY OF
SUMNER
WASHINGTON













NO PARKING
- FROM
TO
TOW AWAY AREA











SUBJECT: South Sound Housing Affordability Partners (SSHA³P) - Capital Fund Project

CATEGORY: Presentation

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. SSHA3P Capital Fund Presentation
2. 2025 SSHA3P Housing Capital Fund Committee Recommendation Memorandum

STAFF CONTACT: Ryan Windish, Community & Economic Development Director

SUMMARY BACKGROUND:

The City of Sumner joined the South Sound Housing Affordability Partners (SSHA³P) in 2021 along with a number of other cities and towns and Pierce County to work together to create and preserve affordable, attainable, and accessible housing throughout our communities. Deputy Mayor Carla Bowman is a member of the Executive Board.

Over the last two years, city staff have been working with Jason Gauthier, SSHA³P Manager, to provide capital funding for affordable housing projects. Mr. Gauthier will be presenting the latest funding recommendation and proposal, which includes developing up to 28 new homes near Frederickson in unincorporated Pierce County and using about \$966,000 of capital funding for the project from SSHA³P. The SSHA³P Executive Board will be taking action on this proposal in the next few months.

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

STAFF RECOMMENDATIONS/MOTION:

None at this time.

2025 SSHA³P CAPITAL FUND COMMITTEE RECOMMENDATION

CITY OF SUMNER

COUNCIL MEETING

MAY 19, 2025

AGENDA

- SSHA³P Capital Fund Background
- Review of Fund Committee Process and Considerations
- Recommendation of Proposed Resolution No. 2025-01
- Project Overview

SSHA³P CAPITAL FUND BACKGROUND

- Resolution No. 2023-08, Creating the SSHA³P Capital Fund Account
- Funders: cities of Auburn, Fife, Sumner and Pierce County
- Funding Source: Affordable and Supportive Housing Sales and Use Tax Credit
- 2024 SSHA³P Capital Fund Notice-of-Funding Availability (NOFA)

MEMBER GOVERNMENT CONTRIBUTIONS

The Fund’s Rules and Procedures allow for member governments to allocate funds on an annual or biannual basis. Below are contributing members’ allocations in 2024 and 2025.

Table 1: SSHAP Capital Fund Account - Funding Assumptions					
	City of Auburn	City of Fife	City of Sumner	Pierce County	Total
2024*	\$ 15,000	\$ 153,000	\$ 125,000	\$ 293,000	\$ 586,000
2025	\$ 15,000	\$ 110,000	\$ 65,000	\$ 190,000	\$ 357,000
Total FY 24-25	\$ 30,000	\$ 263,000	\$ 190,000	\$ 483,000	\$ 966,000**

* No awards were recommended in the 2024 SSHAP Housing Capital Fund NOFA due to insufficient scores.

** Under RCW 82.14.540, a maximum of 10% of these funds may be used for administrative purposes by the administering agency, Pierce County.

FUND SOURCE

- All fund allocated to the SSHA³P Capital Fund are generated via the Affordable and Supportive Housing Sales and Use Tax Credit under RCW 82.14.540 (aka 1406 Funds)
- Funds can only be used to serve households whose income is at or below 60% of the area median income (AMI) or at or below 80% AMI if used for the development of affordable housing intended for owner occupancy
- Funds are can used for the following activities:
 - Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services
 - Funding the operations and maintenance costs of new units of affordable or supportive housing; or
 - For providing rental assistance to tenants.

PIERCE COUNTY AREA MEDIAN INCOME

FY 2025 Income Limit Area	Median Family Income Click for More Detail	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Tacoma, WA HUD Metro FMR Area	\$120,800	Very Low (50%) Income Limits (\$) Click for More Detail	42,300	48,350	54,400	60,400	65,250	70,100	74,900	79,750
		Extremely Low Income Limits (\$)* Click for More Detail	25,400	29,000	32,650	36,250	39,150	43,150	48,650	54,150
		Low (80%) Income Limits (\$) Click for More Detail	67,700	77,350	87,000	96,650	104,400	112,150	119,850	127,600

COMMITTEE PROCESS

- The Fund Committee met 7 times between September 2024 and April 2025
- Consideration of funding priorities
- Catalyst funding vs “last money in”
- Consideration of process for funding (NOFA vs Request-for-Proposal)
- Review of opportunities to support development of publicly owned land for affordable housing development
- Discussion and review of example of RFP including surplus property and funding precommitment
- Adoption of Funding Usage Statement and Principles

POLICY STATEMENT

Committee adopted a policy statement to guide decision making for Fund usage, which included 3 principles:

Principle 1

Funder Priority

In effort to ensure each contributor to the Fund realizes progress toward local housing targets, the Fund shall be prioritized for award within the boundaries of the governments that contributed to the Fund. The Fund Committee may choose to limit eligible projects to those within boundaries of contributing members.

Principle 2

Government Owned Properties

The Fund shall prioritize the funding of projects on properties owned by contributing members and secondarily prioritize projects that leverage other publicly owned lands (example: Sound Transit, Department of Transportation, etc.). Through this priority, the Fund encourages the use of publicly owned assets for affordable housing development.

Principle 3

Geographic Funding

Over the 20-year Comprehensive Planning horizon, the Fund shall seek to fund an equitable distribution of projects across contributing members.

RECOMMENDATION

- The Fund Committee adopted a recommendation at its March 28, 2025, meeting for the Executive Board to adopt proposed Resolution No. 2025-01
- Proposed Resolution No. 2025-01 would authorize the pre-commitment of up to \$966,000 of the 2025 SSHA³P Housing Capital Fund as part of an upcoming RFP to be issued by the Pierce County Community Development Corporation (PCCDC) for the transfer of land for affordable housing development in the Frederickson community.
- The proposed Resolution includes the following requirements for use of the funds:
 - SSHA³P Capital Fund moneys are restricted to funding capital construction and are not eligible for property acquisition.
 - The project must include the construction of a minimum of 20 affordable housing units
 - The project must meet the funding guidelines of Pierce County
 - The Pierce County Community Development Corporation must encourage and prioritize RFP responses that propose the construction of housing units that incorporate universal design principles.
 - The RFP shall require the awarded RFP respondent to market housing opportunities to residents of the cities of Fife and Sumner.

Frederickson South Property



Acquisitions: Purchased by Pierce County from the Department of Natural Resources in October 2024

Address: 5804 200th St. E Spanaway, WA 98387

Site Area: 4+ acres

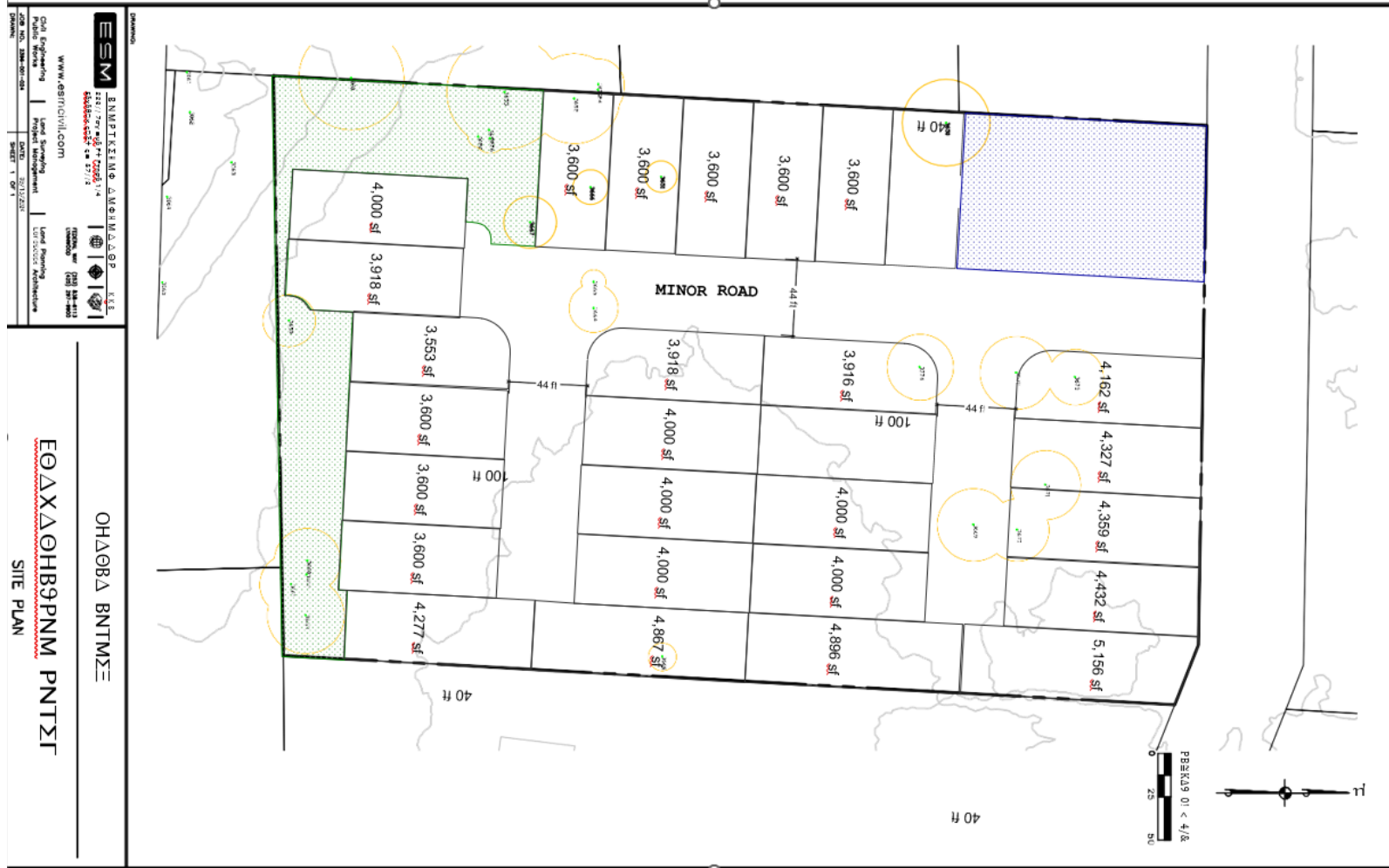
Zoning: Moderate Density Single-Family

Residential Capacity: 28 units

Project Type: Homeownership

Affordability Target: Households earning less than 80% of Area Median Income

Frederickson South Property



The current site plan reflects a preliminary concept, developed to explore density potential and feasibility within the site's physical constraints. It is not the final design.

Key Points:

- This is a preliminary site plan, not a final or approved design.
- The layout was created to maximize density using County affordable housing incentives.
- Site constraints such as tree retention and open space have shaped the configuration.
- Developers have confirmed that viable housing products exist for this type of layout.
- The focus here is on demonstrating potential, not on final design details.
- The final site layout will be refined with the selected developer.

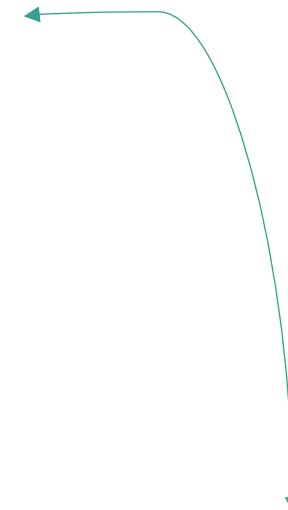
Completed Project Timeline

Phase 1: Due Diligence - August 2024 ✓

This foundational phase confirmed the site's feasibility for residential development, incorporating density incentives and critical site assessments. The work addressed zoning, buildability, and environmental constraints.

Phase 2: Acquisition - October 2024 ✓

The Pierce County Community Development Corporation finalized a public-to-public sale with the Department of Natural Resources for \$998,000.



Preliminary feasibility completed: ✓

- Critical areas
- Utilities (water/sewer/power)
- Title
- Wetlands/Soils
- Arborist
- Cultural Resources
- Appraisal

In Progress Project Timeline

Phase 3: Site Planning - Late 2024 – present

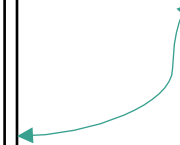
Site planning, including civil engineering design is being completed to lay the groundwork for the upcoming Request for Proposals (RFP). To complete this phase, the project was allocated \$515,000 from the Legislature to support key planning activities.

Phase 4: Development Preparation - Fall 2025

An RFP will be released to select a developer for the site. Internal coordination is underway to confirm and finalize RFP materials and scoring criteria.

Key Objectives:

- Finalize RFP language, submission requirements, scoring criteria
- Coordinate SSHA3P Fund committee + PCCDC review panel for transparent selection
- Align RFP design guidelines with site feasibility
- Clarify post-selection steps: contracting, permitting, and funding drawdown



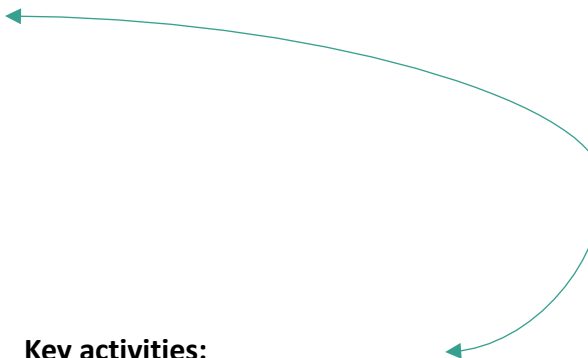
Upcoming Project Timeline

Phase 5: Grant & Funding Applications - Fall 2025 - 2026 ⌚

This phase focuses on securing layered public funding to support site development and construction. This includes aligning sources with infrastructure needs and homeownership outcomes.

Phase 6: Construction – 2026 – 2028 ⌚

This phase marks the start of construction, beginning with infrastructure installation followed by vertical home construction.



Key activities:

- Apply for CHIP infrastructure grant
- Application to State Housing Trust Fund for homeownership development funds
- Coordinate development contract execution and fund disbursement planning

Financing Structure

Project Budget Overview:

- **Total Development Cost:** \$17,000,000
 - Predevelopment costs
 - Infrastructure – Off site and onsite
 - Construction
 - Sales costs
 - Development fees
- **Projected Sale Revenue:** \$9,000,000
 - Based on 28 homes sold at around \$320,000 - through a community land trust or land lease model
- **Funding Gap:** \$8,000,000
 - State Legislature Predevelopment: \$500,000
 - SSHA³P Capital Fund: \$900,000
 - Connecting Housing to Infrastructure Program (CHIP): \$2,000,000
 - Washington State Housing Trust (HTF): \$3,000,000
 - Pierce County: \$1,600,000

Next Steps

- I. **Release Developer RFP (Fall 2025):** Including the pre-committed funding from the SSHA³P Capital Fund for capital construction to attract strong proposals aligned with affordability goals.
- II. **Apply for CHIP Grant (Fall 2025):** Pierce County will submit an application to the Connecting Housing to Infrastructure Program to fund sewer and utility installation.
- III. **Finalize Developer Agreement (Late 2025–Early 2026):** Structure the agreement to reflect funding conditions, delivery schedule, and affordability requirements.
- IV. **Application to the State Housing Trust Fund/Pierce County (2026):** The selected developer will apply for public funding to support vertical construction of the project.
- V. **Close of Financing and Construction Start (Fall 2026 – 2027):** Close on financing and construction start.
- VI. **Home Sales (Fall 2027 – 2029):** Sale of home to eligible homebuyers.



South Sound Housing Affordability Partners
3602 Pacific Ave., Suite 200
Tacoma, Washington 98418

2025 South Sound Housing Affordability Partners (SSHA³P) Housing Capital Fund

Summary of 2025 Fund Committee Recommendation

Background

Resolution No. 2023-08, adopted by the SSHA³P Executive Board on December 1, 2023, created the SSHA³P Housing Capital Fund account (the Fund) and Rules and Procedures for the Fund. The Rules and Procedures created a committee (the Committee) of representatives of contributing parties to the Fund and provided the Committee the authority to *“create priorities for the expenditure of moneys from the Fund and provide recommendations to the Executive Board for expenditures from the Fund.”*

At the March 28, 2025, meeting of the Committee, it recommended the Executive Board adopt Proposed Resolution No. 2025-01. Proposed Resolution No. 2025-01 would authorize the pre-commitment of up to \$966,000 of the 2025 SSHA³P Housing Capital Fund to the Pierce County Community Development Corporation’s land transfer and affordable housing development request-for-proposal (RFP) in the Frederickson community of unincorporated Pierce County. This attachment to the resolution provides additional background on the Committee’s recommendation.

SSHA³P Housing Capital Fund Committee

Taylor Jones (Fife)
Ryan Windish (Sumner)
John Barbee (Pierce County)
Derek Matheson (Fife), alternate
Jason Wilson (Sumner), alternate

Fund Committee Review Process

In 2024, the Committee issued a Notice of Funding Availability (NOFA) for the Fund. No awards were made due to insufficient scores. After this process, the Committee met regularly to consider how to use funds in the future. The Committee adopted a policy statement to guide its decision making. In addition to considering the release of another NOFA with updates to release timeline, eligibility requirements, and funding priorities, the Committee reviewed opportunities for the development of affordable housing using publicly owned real estate and the pre-commitment of SSHA³P Capital Fund moneys to serve as a project catalyst and leverage for future public and private investment.

Through this review, the Committee focused discussion on properties owned by public entities inside the boundaries of funding members, including the property in the Frederickson community of unincorporated Pierce County acquired by the Pierce County Community Development Corporation (PCCDC).

Policy Statement for Fund Usage

At their March 14, 2025, meeting, the Committee adopted a policy statement for Fund usage to guide future decision making. The policy statement included three principles in alignment with the shared regional goal of expanding affordable housing opportunities while maintaining local flexibility and ensuring that each contributing government benefits from its investment in the Fund.

Principle 1

Funder Priority

In effort to ensure each contributor to the Fund realizes progress toward local housing targets, the Fund shall be prioritized for award within the boundaries of the governments that contributed to the Fund. The Fund Committee may choose to limit eligible projects to those within boundaries of contributing members.

Principle 2

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Member Government Contributions

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Total FY 24-25	\$ 30,000	\$ 263,000	\$ 190,000	\$ 483,000	\$ 966,000**

* No awards were recommended in the 2024 SSHA³P Housing Capital Fund NOFA due to insufficient scores.

** Under RCW 82.14.540, a maximum of 10% of these funds may be used for administrative purposes by the administering agency, Pierce County.

Affordable and Supportive Housing Sales and Use Tax Credit

All funds allocated by member governments were generated via the Affordable and Supportive Housing Sales and Use Tax Credit, authorized under RCW 82.14.540. The housing and services collected under this statute may only serve persons whose income is at or below 60 percent of the median income of the county or city imposing the tax, or at or below 80 percent of the median income of the county or city imposing the tax if used for the development of affordable housing intended for owner occupancy, as defined in RCW 84.14.010.

Funds collected under RCW 82.14.540 are eligible to be used for the following:

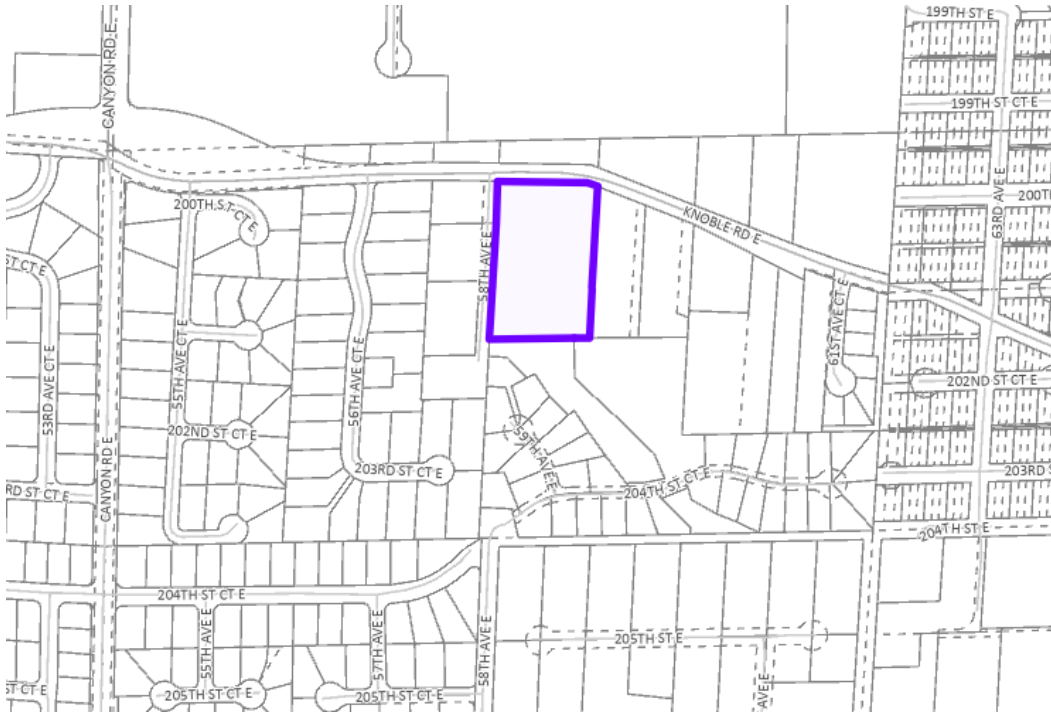
- Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385;
- Funding the operations and maintenance costs of new units of affordable or supportive housing; or
- For providing rental assistance to tenants.

Frederickson Property

The Pierce County Community Development Corporation (PCCDC), a public nonprofit entity, plans to develop a 4.22-acre site located at 5804 200th St. E Spanaway, WA 98487 near the intersection of 200th Street East and Knoble Road East in unincorporated Pierce County. This site is zoned for moderate density single-family (MSF).

By utilizing affordable housing bonus densities allowed under Pierce County Code 18A.65, the site has the potential to accommodate up to 28 units of housing.

PCCDC acquired the property from the Department of Natural Resources (DNR) for \$998,000 using funds from Pierce County's rapid acquisition fund for affordable housing, established under the 2024-2025 Biennial Budget. The project aligns with the Frederickson Community Plan and Pierce County's Comprehensive Plan to meet local housing needs.



Due to the site's zoned capacity, the PCCDC views the site as most suitable for a affordable homeownership project for households earning less than 80% of the Area Median Income (AMI). The PCCDC anticipates a project total development cost of approximately \$17 million and anticipates the project requiring a total public funding investment of approximately \$8 million

The project's proposed development time line is outlined below:

Phase 1: Due Diligence (Completed August 2024)

- Conducted critical analyses, including cultural resources, environmental evaluations, and property appraisal, to ensure feasibility.

Phase 2: Acquisition (Completed October 2024)

- Secured the property from the Department of Natural Resources for \$998,000.

Phase 3: Site Planning (Completed Late 2024 – Early 2025)

- Ongoing planning activities include site evaluation, preliminary design, and tree retention and open space design.

Phase 4: Development Preparation (Spring/Summer 2025)

- Environmental studies, engineering designs, site development permits, submission of plan/PDD and critical infrastructure preparation.

Phase 5: Infrastructure Funding (2025/Winter 2026)

- Apply for a Connecting Housing to Infrastructure grant from the Washington Department of Commerce to connect the existing sewer line to the property. Application will be submitted in Fall 2025 and award announcements are expected in January 2026.

Phase 6: RFP and Developer Selection (Fall 2025)

- Issue a Request for Proposal to seek a qualified development partner for site construction, select developer, begin property transfer.

Phase 7: Funding and Construction (2026 – 2027)

- It is expected that the selected developer would apply for construction capital funding in 2026 from the Pierce County affordable housing fund and the Washington Housing Trust Fund, with construction starting in 2027.

Recommendation

At the March 28, 2025, Committee meeting, it recommended the Executive Board adopt Proposed Resolution No. 2025-01 to authorize the pre-commitment of up to \$966,000 of the 2025 SSHA³P Housing Capital Fund as part of the Pierce County Community Development Corporation's land transfer and affordable housing development request-for-proposal (RFP) in the Frederickson community of unincorporated Pierce County.

The proposed resolution includes the following requirements for use of the funds:

1. SSHA³P Capital Fund moneys are restricted to funding capital construction and are not eligible for property acquisition.
2. The project must include the construction of a minimum of 20 affordable housing units
3. The project must meet the funding guidelines of Pierce County
4. The Pierce County Community Development Corporation must encourage and prioritize RFP responses that propose the construction of housing units that incorporate universal design principles.
5. The RFP shall require the awarded RFP respondent to market housing opportunities to residents of the cities of Fife and Sumner.

SUBJECT: Contract Amendment for Senior Center Services

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Senior Center Services Amendment
-

STAFF CONTACT: Jason Wilson, City Administrator

SUMMARY BACKGROUND:

Since 2012, Stafford Suites has been providing senior center services for the City. Earlier this year, Stafford Suites, LLC was sold to Sumner ALC, LLC. The new owners desire to continue providing senior center services under the existing terms and conditions of the 2024 Stafford Suites agreement.

The proposed amendment recognizes the ownership change, but all other terms and conditions of the City's agreement with Stafford Suites remain unchanged.

COUNCIL COMMITTEE/STUDY SESSION: Study Session

MEETING/STUDY SESSION DATE: 5/12/2025

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

A motion approving an amendment to the Senior Center Services agreement with Stafford Suites, LLC, 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 TO
AGREEMENT BETWEEN
THE CITY OF SUMNER AND STAFFORD SUITES, LLC FOR SENIOR CENTER
SERVICES**

THIS AMENDMENT is entered into on this ____ day of May, 2025, and amends that certain Agreement for Senior Services between the **CITY OF SUMNER, WASHINGTON** (hereinafter referred to as "City"), and **STAFFORD SUITES, LLC**, (hereinafter referred to as "Stafford") dated August 19, 2024 ("Contract").

The parties herein agree that the terms of the Contract shall remain in full force and effect, except for the amendments specifically set forth below, as follows:

Stafford Suites, LLC was acquired by Sumner ALC LLC, and pursuant to Section 10 of the Contract, the City hereby consents to the assignment of Stafford's right, title and interest in and to the Contract to Sumner ALC LLC. All references in the Contract and any amendment thereto are hereby be amended in its totallity to evidence Sumner ALC LLC and the City as parties to the Contract.

Any acts consistent with the authority and prior to the effective date of this Amendment are hereby ratified and confirmed.

IN WITNESS WHEREOF the parties hereto have executed this Amendment which shall become effective on the last date entered below.

SUMNER ALC LLC

Enatai Management Group LLC,
Manager

By _____
William R. Moore III, Manager
Date _____

CITY OF SUMNER

By _____
Kathy Hayden, Mayor
Date _____

By _____
Jason Wilson, City Administrator
Date _____

APPROVED AS TO FORM:

By _____
Andrea Marquez, City Attorney

ATTEST:

By _____
Michelle Converse, City Clerk

SUBJECT: Consultant Contract Award - Safe Built

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$200,000.00

Within Budget Allocation: Budget Amendment required

ATTACHMENTS:

1. Consultant Agreement

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

The City recently requested Qualifications to provide Structural and Non-Structural Plan Review Services to assist the City when demands are high, building structures that are over 3 stories tall. Three Statement of Qualifications were received on March 17, 2025. Safebuilt was selected to provide consulting services for this work on a qualification-based selection process. An agreement with a maximum amount payable of \$200,000.00 was negotiated for this work.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 5/6/2025
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with SafeBuilt, in an amount not-to-exceed \$200,000.00 for the Structural & Non-Structural Plan Review, substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

SAFEbuilt Washington, LLC

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and SAFEbuilt Washington, LLC, organized under the laws of the State of Washington 1621 114th Avenue SE, Suite 219, Bellevue, WA 98004, 425-818-5237 (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

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

See Exhibit A. Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

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

II. TIME OF COMPLETION. The Parties agree that the term of this contract is for a two (2) year period and will commence immediately upon its effective date. This contract will automatically renew for subsequent two (2) year terms unless and until a party provides 30 days written notice of termination to the other party pursuant to Section V below. Parties agree that the Contractor's rates shall be re-evaluated for any subsequent term to reflect current fair market value and any changes in the circumstances or needs of the City, among other factors. Parties agree to negotiate any such rate changes in good faith.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$200,000.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The City shall pay the Consultant for plan review services performed pursuant to Exhibit A on a project by project basis as assigned by the City.
- C. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

VII. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all third party claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the Consultant's intentionally damaging, reckless or negligent performance of this Contract, except for injuries and damages caused by the sole negligence of the City. Consultant's obligations under this section are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitees in connection with the defense of the claim.

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

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

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

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

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

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

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

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

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

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

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

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

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Notwithstanding, the foregoing, any claims alleging professional negligence are not subject to arbitration and shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate.

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

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

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party, which consent shall not be unreasonably delayed or withheld shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

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

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

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

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

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

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify).

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

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

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

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

CONSULTANT:	CITY OF SUMNER:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: <u>Kathy Hayden</u>
Title: _____ (Title)	Its <u>Mayor</u> (Title)
DATE: _____	DATE: _____
	By: _____ (signature)
	Print Name: <u>Jason Wilson</u>
	Its <u>City Administrator</u> (Title)
	DATE: _____
	Approved as to Form: Attest: _____ Approved as to form: _____
	_____ City Clerk City Attorney
	DATE: _____ DATE: _____

NOTICES TO BE SENT TO: CONSULTANT: Charity Campfield, Account Manager SAFEbuilt Washington, LLC 1621 114th Avenue SE, Suite 219 Bellevue, WA 98004 425.818.5237 ccampfield@safebuilt.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Doug Beagle, Development Services Director City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5715 doughb@sumnerwa.gov
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FEE SCHEDULE

While the RFQ document did not specifically request it, we are pleased to present the City with a proposed fee schedule for our plan review services. SAFEbuilt tailors our pricing to each contract, collaborating with our community partners to establish fair and competitive rates. Our all-inclusive fees cover all overhead, materials, and equipment.

SERVICE FEE SCHEDULE	
Residential & Commercial Plan Review	60% of the City-established plan review fee with initial review and up to two re-checks.
Additional Residential & Commercial Plan Reviews	
- Reviews after initial review and two re-checks - Reviews as a result of changes to previously approved plans - Other building plan reviews not listed or changes to previously approved plans - Stand-alone mechanical or plumbing permits - Meetings of plans examiner outside of plan review % of fee plan review work	\$115.00 per hour with a one-hour minimum
Structural Engineering Plan Review	
Professional Engineer (PE) or Structural Engineer (SE)	\$165.00 per hour with a one-hour minimum
<i>As required per WA State RCW 18.43</i>	
- Supervising SE - Senior SE	\$200.00 per hour with a one-hour minimum \$185.00 per hour with a one-hour minimum

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

EQUIPPING THE TEAM FOR SUCCESS

SAFEbuilt provides our employees with the materials, tools, and equipment necessary to perform all work required by the City. We provide our staff with:

- Laptops with mobile hot spots
- Standard business software and specialized software
- Tablets and mobile phones (loaded with electronic versions of essential codebooks)
- SAFEbuilt-branded professional clothing and lanyards for carrying the City-issued ID
- Insurance: Liability, Workers Compensation and Health, Dental, Vision, and Life

EXHIBIT B
CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

SAFEbuilt Washington, LLC

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

SUBJECT: Heritage Park Remediation - Consultant Services Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$105,002

Within Budget Allocation: Yes

ATTACHMENTS:

1. Consultant Services Amendment with Scope & Fee
-

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

SUMMARY BACKGROUND:

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

The City contracted with PBS Engineering and Environmental, Inc. through a qualification-based selection process. PBS completed the Voluntary Cleanup Program Application, which was submitted to the Department of Ecology in August 2024 and is further contracted to complete a Feasibility Study. This amendment adds funds for the consultant to collect additional information to respond to the Department of Ecology's comments on the City's Voluntary Cleanup Program Application - including 8 additional borings, 3 of which will be developed into monitoring wells. The amendment also includes funds for additional quarterly sampling of the monitoring wells and report revisions to resubmit to the Department of Ecology. The previous contract amount was \$330,421 and this amendment adds \$105,002 for a total contract cost of \$435,423.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 5/6/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to PBS's Consultant Services Contract for the Heritage Park Remediation project (CIP 22-04), increasing the contract amount by \$105,002 to a total authorized amount not-to-exceed \$435,423, 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. 4

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

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

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

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

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

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

See Exhibit A

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

Original Contract Sum, <i>including applicable WSST</i>	\$104,773.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$225,648.00
Current Contract Amount <i>including all previous amendments</i>	\$330,421.00

Current Amendment Sum	\$105,002.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$435,423.00

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

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

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

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

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

CONSULTANT, CONTRACTOR OR VENDOR: 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

April 24, 2025

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

Via email: alisao@sumnerwa.gov

Regarding: Revised Proposal for Supplemental Subsurface Investigation
Sumner Texaco Heritage Park Remediation
914 Kincaid Avenue
Sumner, Washington
PBS Proposal 41825.000

Dear Alisa:

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

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

BACKGROUND

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

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

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

Ecology responded to the RI report submittal concluding that further action at the Site is required. In Ecology's Opinion Letter, dated March 5, 2025, the following tasks were recommended to address data gaps at the Site:

1. Soil Characterization
 - a. Collecting additional soil samples for benzene from locations south and west of the property.
 - b. Collecting additional soil samples west of the property in the vicinity of Sounder Square to assist in delineating the comingled plume.
2. Groundwater Characterization
 - a. Installing new monitoring wells on City property south of the park (between MW-2 and MW-5), on neighboring properties west of Cherry Avenue, and possibly within the Cherry Avenue right-of-way (ROW).
3. VI Assessment
 - a. Performing an additional Tier 1, and possibly Tier 2, VI assessment after the soil and groundwater footprint is fully defined.
4. Surface Water Assessment
 - a. Evaluation of potential pathways for site contamination to migrate to surface water.

SCOPE OF WORK

PBS proposes the following scope of work to address the data gaps identified by Ecology in its Opinion Letter dated March 5, 2025. The scope of work includes the advancement of up to eight soil borings, three of which will be completed as permanent monitoring wells to address groundwater data gaps. Once the extent of contamination has been further defined, a Tier 1 and possible Tier 2 VI assessment will be conducted. In addition, the scope of work will include a surface water assessment.

Task 1: Meetings, Project Management, Regulatory Reporting, and Health and Safety Plan

This task will cover project meetings with Ecology and the client, preparation of the project health and safety plan, project management, and required reporting to Ecology, including requests from Ecology.

Task 2: Supplemental Subsurface Investigation

PBS proposes to advance up to eight soil borings to address data gaps at the Site, three of which will be completed as permanent groundwater monitoring wells. Eight proposed boring locations, including three that will be completed as monitoring wells and five soil borings, are shown in Figure 1 to address Ecology's concerns as follows:

- One new soil boring in the ROW just east of the Woodworker store parking lot to further define the extent of benzene and gasoline contamination in soil.
- One new soil boring on City property south of the park to further define the extent of benzene contamination in soil.

- One new soil boring in the ROW between MW-2 and MW-5 to further delineate the extent of benzene in soil.
- One new soil boring in the ROW adjacent to the Sounder Square decommissioned UST to further delineate the comingled Sounder Square and Sumner Texaco plumes; soil samples will be analyzed for gasoline and benzene, toluene, ethylbenzene, and total xylenes (BTEX), along with other fuel additives as indicated as required testing in MTCA Table 830-1.
- One new soil boring in the Cherry Avenue ROW between boring B-13 and B-16 to further delineate the comingled Sumner Texaco and Sounder Square plumes; soil samples will be analyzed for gasoline and BTEX, along with other fuel additives as indicated as required testing in MTCA Table 830-1.
- One new monitoring well on City property south of the park to further define the extent of benzene contamination in groundwater.
- One new monitoring well on private property east of Cherry Avenue (in the hair salon parking lot) to further define the extent of benzene and gasoline contamination in groundwater.
- One new monitoring well in the Cherry Avenue ROW to further define the extent of benzene and gasoline contamination in groundwater.

The City is not planning to drill on the private property that is owned by the Sumner Woodworker Store, based on past requests for access to its property for vapor sampling, which the store has rejected. The store has been largely uncooperative with any requests by the City.

The City would prefer to sample in the ROW or nearby private property to address these concerns. Consideration was made to sample to the west of the property, but this was reconsidered for safety reasons due to the proximity of the railroad tracks.

PBS will submit the boring and well locations to Ecology via email for review and approval prior to performing the supplemental subsurface investigation activities.

New monitoring wells will be developed during installation activities as required by Ecology regulations. Soil samples collected during the supplemental subsurface investigation will be collected at select intervals based on field observations. Up to 16 soil samples will be submitted to an Ecology-accredited laboratory for the following analyses:

- Gasoline by Northwest Method Total Petroleum Hydrocarbons, gasoline extended (NWTPH-Gx)
- Diesel by NWTPH, diesel extended (NWTPH-Dx) using silica gel cleanup (to evaluate potential polar metabolites)
- BTEX by Environmental Protection Agency (EPA) Method 8260
- Ethylene Dibromide (EDB), Ethylene Dichloride (EDC), Methyl tert-butyl Ether (MTBE), and Ethyl tert-butyl Ether (ETBE) by EPA Method 8260
- Lead by EPA Method 6020

Investigation-derived waste (IDW) in the form of soil cuttings, purge water from well development, and decontamination water will be containerized in a sealed, labeled 55-gallon drum(s) on site. The drums will be

disposed of pending laboratory analytical results from the supplemental subsurface investigation. Costs for drum disposal of IDW are included under this task.

Task 3: Groundwater Monitoring

This task includes cost to perform two quarters of groundwater monitoring of the three newly installed monitoring wells and the existing monitoring wells, MW-1 through MW-6. This will include sampling first and second quarters of 2026. Amendment 3 included sampling through the end of 2025. In addition, this task includes the additional labor, laboratory analytical fees, reimbursables, and IDW costs for the three new monitoring wells during the 3rd and 4th quarter of 2025.

Groundwater samples will be collected using a peristaltic pump and disposable tubing. One groundwater sample will be collected from each well. Additionally, one duplicate groundwater sample will be collected from one of the monitoring wells. Up to 10 groundwater samples will be submitted to an Ecology-accredited laboratory for the following analyses:

- Gasoline by Method NWTPH-Gx
- Diesel by Method NWTPH-Dx, with and without silica gel cleanup (SGC)
- BTEX by EPA Method 8260
- EDB, EDC, MTBE, ETBE, and naphthalene by EPA Method 8260
- Lead by EPA Method 6020

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

Wastewater in the form of purge water from groundwater sampling will be containerized in a sealed, labeled 55-gallon drum(s) on site throughout monitoring events. The drums will be disposed of and replaced when they become full.

Task 4: Vapor Intrusion Assessment

This task includes cost to perform a Tier 1 VI assessment. The Tier 1 assessment will include the preparation of a conceptual site model based on analytical results of the subsurface investigation. If it is determined that contaminants of concern (COCs) exceed MTCA Method A cleanup levels and therefore pose a risk to indoor air quality, PBS will conduct a Tier 2 VI assessment within the Management Reserve budget. The client will be contacted before the Tier 2 VI assessment is initiated, and a brief scope of work and cost breakdown for this task will be provided.

Task 5: Reporting

This task includes revising the RI report based on the supplemental subsurface investigation findings, preparing boring and well installation logs, and updating figures and tables, along with the surface water assessment. The costs to prepare the report include a draft submittal to Ecology with one round of revisions. PBS will submit the report to the Client for review and approval prior to Ecology submittal.

DELIVERABLE

Within 45 days of receiving final laboratory analytical testing reports, PBS will prepare an electronic copy of the revised RI Report that will include a description of data gap field activities, a table of analytical results, risk screening, boring logs, figures, laboratory reports, and updated extent of contamination.

COMPENSATION ESTIMATE

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

Task 1: Meetings, Project Management, Regulatory Reporting, and Health and Safety Plan

Engineer VII (12 hours at \$235/hr)	\$2,820
Senior Geologist II (10 hours at \$180/hr)	1,800
Project Administration (4 hours at \$105/hr)	420
Estimated Subtotal	\$5,040

Task 2: Supplemental Subsurface Investigation

Engineer VII (4 hours at \$235/hr)	\$940
Senior Geologist II (8 hours at \$180/hour)	1,440
Project Geologist II (4 hours at \$145/hr)	580
Staff Geologist I (30 hours at \$110/hr)	3,300
Drilling Contractor	21,375
Utility Locating	405
Laboratory Analysis (16 soil samples)	5,336
IDW Disposal	3,450
Reimbursable Expenses	748
Estimated Sales Tax for Drilling	\$1,858
Estimated Subtotal	\$39,432

Task 3a: Groundwater Monitoring 1 Quarter (Includes Report)

Senior Geologist II (4 hours at \$180/hour)	720
Project Geologist II (22 hours at \$145/hr)	3,190
Staff Geologist I (24 hours at \$110/hr)	2,640
CAD Tech I (2 hours at \$115/hr)	230
Qtr 1 Lab Analysis (10 gw samples: Gx, Dx w/wo SGC, BTEX, Lead, VOCs)	5,290
Qtr 2 Lab Analysis (10 gw sample: Gx, BTEX, Lead, VOCs)	3,565
IDW Disposal	690
Reimbursable Expenses	550
Estimated Subtotal per Event Excluding Lab	\$8,020
Quarter 1 Subtotal Including Lab	\$13,310
Quarter 2 Subtotal Including Lab	\$11,585
Estimated Subtotal for 2 Events Including Lab	\$24,895

Task 3b: Additional GW Monitoring for 3 Wells/New Parameters for QTRs 3/4 2025

Senior Geologist II (2 hour at \$180/hour)	360
Project Geologist II (8 hours at \$145/hr)	1,160
Staff Geologist I (8 hours at \$110/hr)	880
Laboratory Analysis (3 gw samples + additional parameters for 7 wells)	2,395
IDW Disposal	90
Reimbursable Expenses	50
Estimated Subtotal per Event	\$4,935
Estimated Subtotal for 2 Events	\$9,870

Task 4: Tier 1 VI Assessment

Engineer VII (3 hours at \$235/hr)	\$705
Senior Geologist II (8 hours at \$180/hr)	1,440
Project Geologist II (8 hours at \$145/hr)	1,160
Estimated Subtotal	\$3,305

Task 5: Reporting

Engineer VII (4 hours at \$235/hr)	\$940
Senior Geologist (24 hours at \$180/hr)	4,320
Project Geologist II (12 hours at \$145/hr)	1,740
CAD Tech I (4 hours at \$115/hr)	460
Estimated Subtotal	\$7,460

Estimated Total	\$90,002
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Management Reserve for Tier II VI Assessment (If Needed—See Task 4)	\$15,000
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Estimated Total Including Management Reserve	\$105,002
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PBS will consult with the Client prior to incurring additional costs beyond those included in this proposal. This cost estimate includes all labor, materials, transportation, equipment, and other expenses required to complete the work described.

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

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

SCHEDULE

PBS is available to begin work on this project immediately upon receipt of a signed copy of this Agreement. The field work can be completed within approximately six weeks of authorization, depending on contractor availability. The draft revised RI can be completed approximately eight weeks after the completion of field work.

ASSUMPTIONS

- Costs for disposal of IDW are for up to seven 55-gallon drums of nonhazardous, Washington State non-dangerous waste. Should waste water be profiled as hazardous waste or the number of drums exceed seven, additional costs for waste disposal will be incurred.
- PBS endeavors to avoid damage to subsurface utilities during drilling and site work by filing a public one call "call before you dig" ticket and subcontracting a private utility locator to mark subsurface utilities on the site. Damage to subsurface utilities due to subsurface investigation and site work are ultimately the liability of the Client. PBS can conduct nondestructive digging methods (i.e., air knife) at the request of the Client for an additional fee.

LIMITATIONS OF SCOPE

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

JOBSITE SAFETY

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

APPROVAL

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

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

Sincerely,

ACCEPTED BY:
City of Sumner

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

Signature of Authorized Representative

Name (Please Print)

Title

Date

cc: Michael Kosa

Attachment(s): Figure 1. Proposed Investigation Locations
PBS Standard Terms and Conditions for Professional Services (Rev. 09/2024)
2025 Hourly Rate Schedule

BG:MY:tl



LEGEND

- | | |
|--------|--|
| ○ B1 | SOIL BORING (ECI/EMS, 2010-2011) |
| ⊗ SP-1 | SOIL BORING (ENVIROMEDIC, 1999) |
| ⊕ B1 | SOIL BORING (GEOENGINEERS, 2020) |
| △ SV-1 | SOIL VAPOR SAMPLE (GEOENGINEERS, 2020) |
| ● B13 | SOIL BORING (PBS, 2022) |
| ⊕ MW-1 | MONITORING WELL (PBS, 2022) |
| ▽ SV-1 | SOIL VAPOR PROBE (PBS, 2023) |
| ⊙ PSB | PROPOSED SOIL BORING |
| ● PMW | PROPOSED MONITORING WELL |

ABBREVIATIONS

- | | |
|-----|----------------------------|
| PRB | PERMEABLE REACTIVE BARRIER |
| UST | UNDERGROUND STORAGE TANK |



Scale 1" = 40'



PREPARED FOR: CITY OF SUMNER

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. DATA AND INFORMATION; OWNERSHIP OF DOCUMENTS.

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

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

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

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

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

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

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

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

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

7. STANDARD OF CARE; INDEMNITY.

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

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

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

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

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

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

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

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

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

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

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

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

12. WASTE MATERIALS.

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

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

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

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

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

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

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

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

If to Client:

Attn: _____

Facsimile No.: (_____) _____ - _____

If to PBS:

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

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

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

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

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

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

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

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

21. MISCELLANEOUS.

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

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

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

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



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

PROFESSIONAL TECHNICAL STAFF

ENGINEERING

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

SURVEY

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

INDUSTRIAL HYGIENE

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

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

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

PROFESSIONAL TECHNICAL STAFF

ENVIRONMENTAL

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

TECHNICAL SUPPORT STAFF

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

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

SUBJECT: Puget Sound Energy Agreement for Operations Facility Power Service

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$311,981.23

Within Budget Allocation: Yes

ATTACHMENTS:

1. Executed PSE Agreement
-

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager

SUMMARY BACKGROUND:

The Operations Facility project includes the construction of a new public works facility with approximately 102,100 sf of total building space over 6 buildings on a 6.2 Acre site at 14320 29th Street East. The facility will house Public Works, Parks, and Facilities and will include an administration building, vehicle storage, fleet washing, and material storage. The project will also include frontage improvements, landscaping, site lighting and stormwater management.

As a part of completing the project, Puget Sound Energy (PSE) will need to install the electrical service conduit and transformer required to provide electrical service to the project.

PSE has provided an agreement at a cost of \$311,981.23. Due to the time-sensitive nature of the work, the Mayor has already executed this document. Council is being asked to ratify prior actions consistent with this contract.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 5/6/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Puget Sound Energy, in an amount not-to-exceed \$311,981.23 for the Operations Facility Phase 3 Project (CIP 17-13), substantially in a form approved by the City Attorney and ratify and confirm any and all prior acts consistent with this approval.



COMMERCIAL ELECTRIC FACILITIES CONTRACT

Date **04/24/2025**

Contract is subject to revision after 90 days

CUSTOMER (OWNER) NAME CITY OF SUMNER		CO-OWNER NAME (IF APPLICABLE) JASON WILSON & KATHY HAYDEN	
SERVICE ADDRESS 14320 29TH ST E	CITY SUMNER	STATE WA	ZIP 98390
BILLING ADDRESS 1104 MAPLE ST	CITY SUMNER	STATE WA	ZIP 98390
PHONE 253-299-5715	EMAIL jasonw@sumnerwa.gov	PSE WORKORDER NO. 105099683	

Summary of Charges: Construction Costs: \$ <u>111797.62</u> Transformation Charges: \$ <u>71240.28</u> Less Applicable Margin Allowance: \$ <u>0</u> Sub-Total (Potential Refundable Costs): \$ <u>183037.90</u> Permitting Fees*: \$ <u>434.35</u> Relocation/Removal of Existing Facilities: \$ <u>5303.36</u> Other Non-Refundable Construction Charges: \$ <u>123205.62</u> Sub-Total (Non-Refundable Costs): \$ <u>128943.33</u> Total Costs: \$ <u>311981.23</u> Less Payment Received: \$ <u>0</u> Total Amount to be Billed Under This Contract (Including Applicable Utility Taxes): \$ <u>311981.23</u> Customer Initials Initial <u> jw </u> Initial <u> kh </u>	Brief Description of Work: EXTEND FEEDER, 3PH UG LINE EXTENSION Brief Description of Other Costs: DEDICATED FACILITIES, REMOVALS, PERMIT, CONDUIT FOR FUTURE
---	--

*If the above Permitting Fees are associated with service work only, those costs will be billed with the applicable service charges below after the service is energized.

SECONDARY SERVICE CHARGES (PERMANENT AND TEMPORARY) ARE NOT INCLUDED IN THE SUMMARY OF CHARGES

ABOVE Any applicable **Secondary Service Type** charges listed below will be billed after your service line installation, based on the actual work performed. Base Costs, in the table below, are based on the current tariff pricing as of the date of installation and include the Schedule 87 tax effect. These charges also do not include permitting fees, trenching and other excavation related work that is your responsibility. The Secondary Service Type charges from the list below that apply to your project will be **invoiced on a second bill**.

<u>Secondary Service Type (480 Voltage or Below)</u>	<u>Cost w/Schedule 87 tax effect</u>
Single wire run to handhole or transformer	\$2,058.73
Each additional run of wire(per circuits)	\$552.20
Each additional trip beyond 1 st trip due to customer needs	\$1,273.62 per trip
Hourly rate for additional engineering at customer's request	\$248.10
Underground Temporary Service Charge	\$501.22
Overhead Temporary Service Charge	\$242.35
Overhead to Overhead Permanent Service Charge	\$1,184.49
Underground to Underground Permanent Service Charge	\$971.95
Overhead to Underground Permanent Service Charge	\$1,184.49

Customer Initials:

Initial jw Initial kh

By signing this contract you are authorizing PSE to continue with all the needed elements to complete your project. Upon receipt of a signed contract, PSE will bill you for the amount indicated on the *"Total Amount to Be Billed Under This Contract"* line. The bill will sent to the billing address listed on this contract. PSE requires payment of these line extension charges prior to scheduling construction. Payments can be made via pse.com (fees may apply), by mail, or at a PSE Pay Station. Delaying payment may result in a construction delay for your project. Customer requested changes in the scope of the project may result in additional charges, and/or delays to your project.

Signed by: Jason Wilson Signed by: Kathy Hayden Name: JASON WILSON Title: City Administrator Date: 04/29/2025

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TERMS AND CONDITIONS

PROJECT INFORMATION

1. The PSE drawing shows the proposed scope of your project including the location of permanent, above ground electrical facilities required to provide electrical service to your project. Fault current information for transformers associated with your project is noted on the work sketch drawing. Please review this drawing as soon as possible to ensure there are no unforeseen conflicts between PSE's design and your project. If you determine there are conflicts or if you identify a discrepancy while reviewing the drawing for your project, please contact me at the number below. **This is attached as Exhibit A.**
2. Additional construction-related information and information on metering and service entrance requirements are provided in PSE's Electric Service handbook for commercial projects. If you would like a copy of the handbook please contact me at the number below. It is your responsibility to provide your project manager, site superintendent, and/or subcontractors with any relevant information from this correspondence that apply to their work in support of your project.
3. The Excavation Requirements & Final Grade Certification must be signed by the project owner or designee and returned to me along with a signed copy of this contract. **This is attached as Exhibit B.**
4. Transformers have been sized for diversified commercial loads only, and shall not be used for high load factor (continuous) temporary power uses, such as electric heaters for dry-out. Fault currents for non-residential transformers in your project are noted on the attached PSE design drawing. Please notify the PSE representative listed on this contract immediately if you believe there are conflicts between this design and your project. It is your responsibility to provide your project manager, site superintendent, and subcontractors with any information from this correspondence and its attachments that apply to their work.
5. The requirements for trenching by customers on public right-of-ways and/or on Puget Sound Energy easements must be signed by the project owner or designee and returned along with a signed copy of this contract. **This is attached as Exhibit C.**

POTENTIAL REFUNDS

Margin Allowance:

If PSE has not provided a Margin Allowance or if your Margin Allowance exceeds \$75,000, PSE agrees to calculate and refund the Margin Allowance, subject to Schedule 85. Refund requests must be made within six (6) years of the date on which the facilities installed under this contract are energized. Customers are responsible for making the one-time refund request.

DIM Refund:

Other refunds associated with the line extension charge may be available if additional permanent service hook-ups are made to your line extension. These service hook-ups must be made within five (5) years of the date on which your project is initially energized. Customers are responsible for making all refund requests. A refund may be requested one (1) time within six (6) years of the date on which your line extension is initially energized. It is the customer's responsibility to make the refund request. Your refund request should be directed to PSE's Customer Accounting Coordinators at Schedule85refundrequests@pse.com.

RATE SCHEDULE 85

All terms and conditions, costs, and refunds are in accordance with PSE's Rate Schedule 85, and any discrepancies between this contract and the Rate Schedule will be resolved in favor of the Rate Schedule. Rate Schedule 85 contains more detailed information covering costs, refunds, rights, and obligations than is reflected in this contract. The entirety of Rate Schedule 85 can be viewed at PSE's website www.pse.com.

This cost information is valid for 90 days from the Date Issued, and is subject to being updated after that time. I have read both pages and agree to the terms and conditions outlined in this contract and its attachments.

The amount noted on this contract is an estimated cost; however PSE's Schedule 85 line extension tariff requires customers to pay the actual cost of construction. PSE will determine the actual cost of the job once construction is complete. If the actual cost of the job is more than 10% above or below the estimated cost, an additional billing or refund will result to account for the difference.



REQUIREMENTS FOR TRENCHING BY CUSTOMERS ON PUBLIC RIGHT-OF-WAYS AND/OR ON PUGET SOUND ENERGY, INC. EASEMENTS

The following outlines most local governmental guidelines and company standards for trenching on a public right-of-way or Puget Sound Energy, Inc. (PSE) easement. Any trenching performed by the customer, or their contractor, under a PSE permit or easement must comply with these requirements.

1. All trench construction must be performed by a Washington State licensed and bonded contractor.
2. Trench excavation, backfill, restoration, and facility placement must be coordinated with a PSE designated representative, and receive on-site approval by that representative, and local jurisdiction.
3. Right-of-way easement trenching and backfill must be performed during normal business hours, Monday through Friday. Same day excavation and backfill is required for all trenching. Job start notification to the local jurisdiction is the responsibility of Potelco, Inc. Customer shall notify Potelco Project Manager three working days prior to trenching. Penalties for failure to comply with this requirement will be borne by the customer.
4. If the job scope requires excavation beyond a single day, fencing and barricading must be installed around utility facilities exposed above the trench, if allowed, must be in accordance with local regulatory requirements.
5. PSE, all participating utilities, and One-Call Locate, must be notified a minimum of 72 hours in advance of the date and time for right-of-way trenching and facility placement. The One-Call Locate number is 1-800-424-5555. State law requires locating service notification.
6. Excavated material must remain clear of the roadway whenever possible. Excavation material, spoils, and debris shall be removed off-site each day, in accordance with local regulatory requirements. All erosion control requirements in accordance with local regulatory requirements are the responsibility of the customer.
7. Material excavated from the shoulder of the right-of-way shall be properly disposed, and replaced with select backfill material in accordance with local regulatory requirements.
8. Proper compaction is required to comply with local regulatory specifications. If the permit requires compaction testing, the cost of said testing is the responsibility of the customer.
9. All permit requirements, traffic control plans, traffic control and flagging shall meet local regulatory specifications and satisfaction.
10. In the event of failure to abide by the above requirements, PSE reserves the right, at its sole discretion, to assume trenching. In the event of delays due to equipment failure, PSE may assume trenching to meet regulatory and joint construction requirements. The customer is responsible for all trenching costs, and will reimburse the company for costs should PSE perform the trenching.

Customer Initials: Initial
JW Initial
KH

11. The customer agrees to indemnify, defend and hold harmless PSE from all liability (including reasonable attorneys' fees) arising out of, or in connection with, the above mentioned trenching activities.

Customer Initials: Initial
JW Initial
KH

I AGREE TO ADHERE TO THE ABOVE CONDITIONS

Service Address: 14320 29TH ST E SUMNER 98390 Work Order Number: 105099683

Signature: Signed by:
JASON WILSON Signed by:
KATHY HAYDEN Name: JASON WILSON KATHY HAYDEN Title: City Administrator Date: 04/29/2025
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PSE ELECTRICAL FACILITIES EXCAVATION REQUIREMENTS AND FINAL GRADE CERTIFICATION

PURPOSE

This document is an agreement between Puget Sound Energy (PSE) and the **Owner/Developer** (Developer) who is providing excavation for the installation of PSE's facilities. This document **does not** provide an easement for operating rights. If PSE determines that a recordable easement on the Developer's property or other property is necessary, it shall be the Developer's responsibility to obtain such easements in a form acceptable to PSE prior to construction.

EXCAVATION REQUIREMENTS

The requirements and conditions outlined below apply when you provide the excavation for PSE's electrical facilities as a condition of receiving electrical service for your project. If you need additional information, please call the PSE contact person listed below.

1. Developer is responsible for acquiring utility locates by calling One-Call, 1-800-424-5555 at least 48 hours (two full working week days) prior to digging. The excavation must meet the requirements of the Washington Administrative Code and Safety Standards.
2. Developer shall call the PSE contact person noted below for trench and route approval prior to starting excavation.
3. The electrical primary trench shall be excavated to provide a minimum of 36 inches of facility coverage, to a maximum trench depth of 48 inches. The electric service trench shall be excavated to provide a minimum of 24 inches of facility coverage, to a maximum trench depth of 36 inches. A 12 inch horizontal separation is required between PSE electrical facilities and other utilities within a joint trench.
4. All back fill must be free of sharp objects and construction debris. Developer shall provide and install sand bedding and shading for electrical facility protection as directed by PSE's contact person. Developer is responsible for any damages caused by improper backfill or compaction.
5. Developer agrees to maintain a minimum of 2 feet of horizontal clearance between PSE conduit, pipe or conductors and any foundation on Developer's property.
6. The vault excavation shall be dug to the dimensions noted on the attached work sketch. Vault holes shall have a solid level bottom with a 6 inch deep layer of crushed rock bedding.
7. Developer shall provide the excavation for PSE electrical facilities within the designed location. Developer shall identify and provide final grade, property lines, and utility easements prior to installation of PSE's electrical facilities.
8. Developer will be financially liable for the relocation of PSE's facilities which are inadequately covered, located outside the area where PSE has adequate operating rights, improperly graded inhibiting standard access and/or any damages resulting from dig-ins due to changes or variations in grade that are made after the installation of PSE's facilities.

FINAL GRADE CERTIFICATION

By my signing below, I certify that the electrical facilities work area shall be at final grade prior to excavation. I assume full responsibility for my excavation work and the resulting location of these facilities. I also agree to indemnify, defend, and hold harmless Puget Sound Energy from all liability arising out of, or in connection with my work, including but not limited to all claims, losses, damages, and expenses, including reasonable attorney's fees, which result from my failure to excavate within easement areas or rights-of-way, or from digging without adequate rights on adjoining properties.

Service Address: 14320 29TH ST E SUMNER 98390 Work Order Number: 105099683

Signed by: Jason Wilson
Signature: Jason Wilson
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Name: JASON WILSON KATHY HAYDEN Title: City Administrator

Date: 04/29/2025

04/29/2025

SUBJECT: Puget Sound Energy Agreement for 29th Street East Street Lighting

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$89,385.13

Within Budget Allocation: Yes

ATTACHMENTS:

1. PSE Agreement - 29th St E Street Lighting

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

SUMMARY BACKGROUND:

The Operations Facility project includes the construction of a new public works facility with approximately 102,100 sf of total building space over 6 buildings on a 6.2 Acre site at 14320 29th Street East. The facility will house Public Works, Parks, and Facilities and will include an administration building, vehicle storage, fleet washing, and material storage. The project will also include frontage improvements, landscaping, site lighting and stormwater management.

For the frontage improvements on 29th St E, Puget Sound Energy (PSE) will be installing street lighting. PSE has provided an agreement at a cost of \$89,385.13 for the installation of the street lights. Monthly billing will be approximately \$134/month per the established rates.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 5/6/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with PSE, in an amount not-to-exceed \$89,385.13 for the Operations Facility project (CIP17-13), substantially in a form approved by the City Attorney.



EXHIBIT A

Form of Custom Street Lighting Order

PROJECT NAME: **Sumner Operations Facility**

Order #: **105101369**

LOCATION: **14320 29th Street E, Sumner**

CUSTOM STREET LIGHTING ORDER – SCHEDULE 51

This Custom Street Lighting Order (this “Order”), dated **4/8/2025**, is made and entered into by and between PUGET SOUND ENERGY, INC. (“PSE”) and **City of Sumner** (“Customer”) (each a “Party,” and collectively the “Parties”) under and pursuant to the terms of that certain Master Lighting Services Agreement **No. 36**, dated **2/16/2024**, between the Parties (the “Agreement”). This Order covers certain Lighting and Construction Services authorized by this Order and is, along with the associated Schedule, incorporated into and made a part of the Agreement. Unless specifically defined otherwise herein, terms used in this Order with initial letters capitalized have the meanings given them in the Agreement. The Parties agree as follows:

ASSOCIATED SCHEDULE:

This Order is also entered into between the Parties in accordance with PSE’s Schedule 51, Electric Tariff G, and any future modifications of or changes to such Schedule as may be approved by the WUTC.

LIGHTING SERVICES DESCRIPTION:

The **estimated** cost for installing these lighting units is **\$89,385.13**.

Description:

Install:

Luminaires: Qty **6** Wattage **75W LED** Style **K118 Acorn, dark green**

Poles: Qty **6** Mounting Height **12’** Pole Kind **Decorative York, dark green**

Additional description: **Pour concrete street light bases, install all circuitry**

CONSTRUCTION SERVICES DESCRIPTION:

1. PSE will provide and install all poles, arms, luminaire, and circuitry to energize system
2. Customer responsible for earthwork and conduit installation. PSE will pour concrete bases in customer installed mounting tubes.
3. In the area where we are placing our cables and equipment, it is necessary that the area be within four (4) inches of grade. If not, you may be required to pay the cost of relocating or reburying our facilities.
4. Unforeseen soil and pavement conditions are not included and it is your responsibility to reimburse PSE these costs.

5. If unforeseen permits or flaggers are required for present construction it is your responsibility to reimburse PSE these costs.
6. Customer responsible for mounting tube location and installation. Mounting tube is to be 18" x 3' black corrugated plastic pipe.
7. Customer has approved illumination design.

CONSTRUCTION SERVICES AND COSTS BILLING:

Upon completion of the Construction Services, PSE shall provide the Customer with an invoice for the Construction Costs incurred by PSE. Customer shall remit payment to PSE for the Construction Costs within thirty (30) days of receiving the invoice. If the actual Construction Costs either exceed, or are below, the estimated Construction Costs, the Customer will be billed or credited the difference between the estimated Construction Costs and the actual Construction Costs

MONTHLY BILLING:

Billing under this Order will be in accordance with the terms and conditions contained in the terms & conditions of Schedule 51, Electric Tariff G, and the Agreement, and any future modifications of or changes to such Schedule as may be approved by the WUTC. Refer to Schedule 51 on PSE.com for current rates.

PSE's standard installation includes Smart Street Light Controls on all LED lights. If this installation includes Smart LEDs, the monthly energy charge will be calculated as measured kWh x rate. If the installation does not include Smart LEDs, the monthly rate is a flat rate based on wattage.

Monthly facilities cost is equal to the Value of the System (VOS) x facilities rate. VOS is the estimated installation cost less applicable taxes.

Value of System: **\$80,738.08** Facilities Rate: .00166 Total Monthly Facilities Charge: **\$134.03**

Total monthly cost is equal to the energy cost plus the facilities charge.

SERVICE TERM/REMOVAL AND SALVAGE COSTS:

Service under this Order is effective for a minimum of fifteen (15) years from the date of this Order (the "Base Term") unless earlier terminated as provided for in the Agreement. If this Order is terminated for any reason during the Base Term, the Customer shall be responsible for all costs of removal of any Facilities associated with the Services, as well as any costs associated with PSE's efforts to salvage the removed Facilities, as set forth in the applicable Schedule. After the expiration of the Base Term, this Order shall continue on a year-to-year basis until terminated by either Party upon at least one (1) year's notice in writing (each, an "Extended Term" and, together with the Base Term, the "Term") unless earlier terminated as provided for elsewhere in this Agreement. The Term may be adjusted by PSE in writing for existing systems purchased by PSE, based on the estimated remaining life and purchase price. If this Order is terminated during any Extended Term, the Customer shall not be responsible for the costs of removal of any Facilities associated with the Services, or any costs associated with PSE's efforts to salvage the removed Facilities.

ADDITIONAL TERMS:

1. To transfer the energy and maintenance monthly billing, the new billing party must contact PSE in writing.

2. Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

Are non-standard components included in this Order? Yes ☒ No ☐

3. The **monthly billing party** for the energy and maintenance will be:

City of Sumner

This Order, executed by Customer's duly authorized representative as of the date first written above, is for the Lighting Services described above delivered under PSE's Schedule 51.

Customer: **City of Sumner**

Signature: _____

Date: _____

Printed Name: Alisa O'Haver-Ayala

Title: City Engineer

Company: **Puget Sound Energy, Inc.**

Signature: _____

Date: _____

Printed Name: _____

Title: _____

SUBJECT: Resolution No. 1720 - Puget Sound Energy Conservation Grant Agreement
Years 4-6

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1720 - PSE Conservation Grant Agreement Years 4-6

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

SUMMARY BACKGROUND:

The City of Sumner Wastewater Treatment Facility (WWTF) has been participating for three years in the Industrial Strategic Energy Management (ISEM) Continuation Program sponsored by Puget Sound Energy (PSE). This agreement is for the continuation of the program for another three years. Over the next three years, the WWTF will begin a 36 month long continuous improvement process for energy management that will involve the implementation of conservation measures based on the process steps listed in Attachment C of the Conservation Grant Agreement. With the implementation of these conservation measures, the City will earn annual performance incentives based on \$0.04/kWh and \$0.64/Therm saved up to a maximum amount of \$50,000 annually.

Due to the time-sensitive nature of this contract, the Mayor has already executed this document. Council is being asked to ratify prior actions consistent with this resolution.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 5/6/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1720 - PSE Conservation Grant Agreement Years 4-6 and approve the acceptance of up to \$150,000 in grant funds from Puget Sound Energy and authorizing the Mayor to execute any and all documents necessary to accept the funds and ratify and confirm any and all prior acts consistent with this authorization, substantially in a form as approved by the City Attorney

**RESOLUTION NO. 1720
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM PUGET SOUND ENERGY**

WHEREAS, the City's Wastewater Treatment Facility (WWTF) has been participating in the Industrial Strategic Energy Management (ISEM) Continuation Program sponsored by Puget Sound Energy (PSE); and

WHEREAS, the WWTF will begin a 36 month long continuous improvement process for energy management that will involve the implementation of conservation measures based on the process steps listed in Attachment C of the Conservation Grant; and

WHEREAS, by entering this agreement the City will earn annual performance incentives based on \$0.04/kWh and \$0.64/Therm saved up to a maximum amount of \$50,000 annually; 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.

**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 Conservation Grant Agreement grant 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. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

Section 4. Effective Date. This resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this 19th day of May, 2025.

Mayor

Attest:

Approved as to form:

Michelle Converse, CMC, City Clerk

Andrea J. Marquez, City Attorney



Conservation Program:
Agreement No.:
Project No.:

IEM
1
P_1442130

CONSERVATION GRANT AGREEMENT

This AGREEMENT is made this 13th day of May, 2024, by and between
PUGET SOUND ENERGY (“PSE”) and **CITY OF SUMNER** (“Participant”).

RECITALS

- A. Under PSE’s Electric Schedule 250, Gas Schedule 250, Electric Schedule 83, and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, “Tariffs”), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.
- B. Participant intends to install or implement conservation or strategic energy management measures and is requesting a grant from PSE.

AGREEMENTS

PSE and Participant agree as follows:

1. **PROJECT PREMISES/METER LOCATION ADDRESS: 13114 63RD ST E EQU3 SUMNER WA 98390 - SUMNER WWTP - ISEM CONT** *(Please note: meter location/address may differ from the site mailing address).* Participant will install or implement the conservation or strategic energy management measures listed in paragraph 2 (“Conservation or Strategic Energy Management Measures”) at the above located facilities (the “Premises”). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. **Conservation or Strategic Energy Management Measures.** Participant represents either a) that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the “Contractor”) for the purchase and installation or implementation at the Premises of the Conservation measures or b) that it will implement Strategic Energy Management measures at the Premises, which may be detailed in **Attachment C: Attachment to Conservation Grant**. Participant represents that the total cost of the Conservation or Strategic Energy Management Measures is the net amount of its obligation with respect thereto.

	Conservation or Strategic Energy Management Measures	Measure Life	Total Cost ¹	Eligible Grant ²
1.	ISEM - Performance Incentive - Year 4	3	\$26,070.00	\$26,070.00
2.	ISEM - Performance Incentive - Year 5	3	\$15,642.00	\$15,642.00
3.	ISEM - Performance Incentive - Year 6	3	\$12,513.00	\$12,513.00
	TOTAL (includes sales tax)		\$54,225.00	\$54,225.00



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¹ Total cost with respect to Section 2(b) is the sum of electric and gas measure costs and is for PSE internal reference only and is an assumed amount of committed resources to implement Strategic Energy Management measures based on portfolio size. The costs listed in this column do not impact Participant's eligibility for receiving grant(s) under this agreement.

² The grant amount may be reduced at PSE's sole discretion in the event of project cost reductions or additional energy savings benefiting Participant. See Section 3.

3. **Grant.** Upon the execution by both parties and PSE's receipt of this Conservation Grant Agreement within **90 days** of the agreement date, PSE agrees to grant the Participant, after installation or implementation by Participant of the Conservation or Strategic Energy Management Measures, an amount equal to the Eligible Conservation Grant ("the Grant") set forth in Attachment C. The parties agree that the Conservation or Strategic Energy Management Measures must be installed or implemented and the Grant paid within **36 months** of the signing of this Conservation Grant Agreement. If for any reason the installed cost of the Conservation or Strategic Energy Management Measures is less than the amount shown above and on Attachment C, PSE may decrease pro rata the amount of the Grant. In the event Participant's energy usage benefits from other PSE-sponsored energy efficiency programs the Grant paid to Participant may, at PSE's sole discretion, be reduced to reflect such benefits. Participant shall be responsible for paying any amount in excess of the amount of the Grant.
4. **Separate Contract.** Participant acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Conservation or Strategic Energy Management Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Conservation or Strategic Energy Management Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE CONSERVATION OR STRATEGIC ENERGY MANAGEMENT MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OR IMPLEMENTATION OF THE CONSERVATION OR STRATEGIC ENERGY MANAGEMENT MEASURES, OR (C) THE INSTALLATION OR IMPLEMENTATION OF THE CONSERVATION OR STRATEGIC ENERGY MANAGEMENT MEASURES.**
5. **Final Cost Documentation, Access & Inspection:** Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life: (1) documentation verifying equipment purchased and/or work performed in connection with the Conservation or Strategic Energy Management Measures installed; (2) reasonable access to and inspection of the Facility and Conservation or Strategic Energy Management Measures installed therein before, during and/or after implementation; and (3) reasonable access to, inspection and use of energy usage data related to the Conservation or Strategic Energy Management Measures including release of utility bills and Facility energy consumption information following implementation.
6. **Release.** Participant releases PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Conservation or Strategic Energy Management Measures, (b) any materials and labor required for or used in the installation or implementation of the Conservation or Strategic Energy Management Measures, (c) the installation or implementation of the Conservation or Strategic Energy Management Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Disclaimer.** PSE conducts energy analyses at the request of its customers to determine the extent to which Conservation or Strategic Energy Management Measures are cost-effective. Any estimate of energy savings made by PSE in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the



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particular Conservation or Strategic Energy Management Measures and not to be used for any other purpose. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation or Strategic Energy Management Measures.

8. **Termination.** In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Conservation or Strategic Energy Management Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation or Strategic Energy Management Measure(s).
9. **Incorporation of tariffs by reference.** This Agreement and the *Attachment To Conservation Grant* are subject to the terms of the Tariffs, incorporated herein by reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:

<https://www.pse.com/en/pages/rates/electric-tariffs-and-rules>

10. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Conservation or Strategic Energy Management Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.

PUGET SOUND ENERGY

By:

Name: Leslie WrightTitle: Mgr. Business Energy Management

PARTICIPANT CITY OF SUMNER

By:

Signed by:

 3420AB72F52C4FD...

Print Name: Kathy HaydenTitle: MayorFederal Tax I.D. No.: 91-6001282



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ATTACHMENT C TO CONSERVATION GRANT

Conservation Measure(s) shall consist of the following:

PSE's Industrial Strategic Energy Management (ISEM) Continuation Program provides hands-on energy management training, tools, and coaching, is a continuation of the ISEM. Enrolled participants will engage in a 36-month long continuous improvement process for energy management at their facilities. ISEM Continuation Program Participation will involve the following process steps:

- Organizational commitment to Strategic Energy Management.
- Conducting a management assessment of current energy management practices.
- Establishing an energy policy, with a goal and assigned accountabilities.
- Assigning an Energy Champion and establishing an energy team.
- Supporting the implementation and documentation of cost-effective (as defined by Participant) energy efficiency activities and projects.
- Establishing and supporting a tracking system of energy use data, establishing a baseline, and tracking energy savings.
- Opportunities to participate in the SEM training seminars
- Participation in a site-wide Mini Treasure Hunt event once a year to identifying process improvements and savings opportunities with assistance from PSE and its contractors.
- Establishment of new practices and procedures documented in Standard Operating Procedures (SOPs) and implemented by site staff to achieve energy savings.

PERFORMANCE INCENTIVES

The performance incentive listed in this agreement is the maximum incentive possible. The final incentive may be lower. It will be based on the actual savings during each performance year. The annual incentives will be calculated at \$0.04/kWh and \$0.64/Therm saved with the cap of \$50,000.



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ATTACHMENT C TO CONSERVATION GRANT

The above specifications are sly for the purpose of defining energy-related components of Conservation Measure(s) for which the Grant is offered. Puget Sound Energy is not responsible for ensuring the health, safety, comfort, or well-being of workers or facility occupants or the suitability of equipment selected for the intended application. It is the responsibility of the grant Participant and the Participant's hired designers, contractors, consultants to ensure compliance of the Conservation Measure(s) with Participant's needs and all applicable codes and standards.

The following shall be submitted by Participant prior to Grant payment:

- ☒ Completed Request for Taxpayer I.D. Number ("W-9").
- ☒ Copies of invoicing (no purchase orders, quotes, or estimates) for all expenses, including but not limited to equipment, materials, and labor associated with installation of Conservation Measure(s).
- ☐ Other (specify):

Conservation Measure(s) shall be verified as follows prior to Grant payment:

Twelve months of performance year data will be used to estimate energy savings for each performance year. A baseline regression analysis model of site energy consumption will be used to forecast energy consumption and savings will be the difference observed minus any savings associated with coincident capital projects.

If intended energy savings are not being achieved by Conservation Measure(s) because specified equipment efficiency parameters or performance parameters defined above are not used, Participant shall be required to correct such deficiencies prior to Grant payment. Failure to comply with specified equipment efficiency or performance parameters may result in forfeiture or reduction of Grant payment.

Appendix 1: Energy Team Roles and Responsibilities

Dear Executive Sponsor,

Welcome to Puget Sound Energy’s (PSE) Industrial Strategic Energy Management (ISEM) Continuation Program. ISEM Continuation program provides our industrial customers with the resources and tools needed to develop your own on-site energy-management team, as well as incentives for site energy savings. Enrolled participants will engage in a 36-month process to implement a continuous improvement process for energy management at their facilities. The available services and benefits include:

- Energy management education for your staff, including peer-to-peer learning at peer-to-peer calls with energy teams from other industrial facilities
- Tools, templates, and other resources to implement strategic energy management
- Coaching and mentoring at the Executive Sponsor, Energy Champion, and energy team levels
- Technical assistance to help your staff understand and use energy information to tune operations, track improvements, and quantify energy savings
- Financial incentives for energy-savings resulting from your improved energy management practices (\$0.04 times verified kWh saved, and \$0.64 times verified Therm saved, up to \$50,000 per performance year). Total incentives are capped at \$150,000.

Thank you for taking on the role of Executive Sponsor. This key contributor is a manager at the corporate and/or facility level who oversees the energy team, establishes high-level goals, and approves resources and funding for energy efficiency projects. The Executive Sponsor is a driving force behind engaging all employees in the Strategic Energy Management process. Visible executive support is often a key factor that determines the success of energy management initiatives. **The expected time commitment for this role is approximately 1-2 hour per month over the 36 month engagement period.** Specific responsibilities of this role include:

- Checking in on energy team activities and progress on a regular basis
- Providing adequate budget for energy projects
- Supporting resource allocation efforts to facilitate project implementation
- Giving recognition for employee contributions
- Reviewing performance and providing feedback for energy team members
- Supporting and championing cost-effective capital projects

By signing below, you agree to take on the role of Executive Sponsor and fulfill the responsibilities listed above:

Name:	
Title:	
Phone Number:	
Email Address:	
Signature:	

Dear Energy Champion,

Welcome to Puget Sound Energy’s (PSE) Industrial Strategic Energy Management (ISEM) Continuation Program. ISEM Continuation program provides our industrial customers with the resources and tools needed to develop your own on-site energy-management team, as well as incentives for site energy savings. Enrolled participants will engage in a 36-month process to implement a continuous improvement process for energy management at their facilities. The available services and benefits include:

- Energy management education for your staff, including peer-to-peer learning at peer-to-peer calls with energy teams from other industrial facilities
- Tools, templates, and other resources to implement strategic energy management
- Coaching and mentoring at the Executive Sponsor, Energy Champion, and energy team levels
- Technical assistance to help your staff understand and use energy information to tune operations, track improvements, and quantify energy savings
- Financial incentives for energy-savings resulting from your improved energy management practices (\$0.04 times verified kWh saved, and \$0.64 times verified Therm saved, up to \$50,000 per performance year). Total incentives are capped at \$150,000.

Thank you for taking on the role of Energy Champion. This key contributor is responsible for keeping the energy team on track and moving forward. The Energy Champion coordinates meetings, sets agendas, delegates essential tasks to team members and holds them accountable for implementing those tasks. Be a key point of contact for non-energy team employee discussions of energy-related ideas and topics. **The expected time commitment for this role is 6-8 hours per month over the 36-month engagement period, plus attendance at Treasure Hunt events (at least once in the program cycle).** Other responsibilities may include:

- Leading program reporting for the site
- Heading up employee engagement activities
- Investigating facility energy rates and utility incentives
- Monitoring facility energy use and addressing increases in energy consumption
- Disseminating energy best practices through standard operating procedures
- Prioritizing and collecting information on potential energy projects
- Overseeing the execution of all action items
- Working with local vendors to implement recommended changes

By signing below, you agree to take on the role of Energy Champion and fulfill the responsibilities listed above:

Name:	
Title:	
Phone Number:	
Email Address:	
Signature:	

Dear Data Lead,

Welcome to Puget Sound Energy’s (PSE) Industrial Strategic Energy Management (ISEM) Continuation Program. ISEM Continuation program provides our industrial customers with the resources and tools needed to develop your own on-site energy-management team, as well as incentives for site energy savings. Enrolled participants will engage in a 36-month process to implement a continuous improvement process for energy management at their facilities. The available services and benefits include:

- Energy management education for your staff, including peer-to-peer learning at peer-to-peer calls with energy teams from other industrial facilities
- Tools, templates, and other resources to implement strategic energy management
- Coaching and mentoring at the Executive Sponsor, Energy Champion, and energy team levels
- Technical assistance to help your staff understand and use energy information to tune operations, track improvements, and quantify energy savings
- Financial incentives for energy-savings resulting from your improved energy management practices (\$0.04 times verified kWh saved, and \$0.64 times verified Therm saved, up to \$50,000 per performance year). Total incentives are capped at \$150,000.

Thank you for taking on the role of Data Lead. The Data Lead understands the data needed to track energy performance, and knows how to obtain it. This individual should be someone with knowledge of monitoring equipment and production tracking systems (enterprise, production, historian, or labor hour tracking software). The Data Lead is responsible for supplying the energy team and/or the SEM coach with relevant data (energy, production, etc.) used to analyze energy performance and progress toward goals. In some cases, the Data Lead assists other team members in establishing, monitoring and reporting data at the process and/or equipment level for various systems. **The expected time commitment for this role is 1 hour per month over the 36-month enrollment period.**

By signing below, you agree to take on the role of Data Lead and fulfill the responsibilities described above:

Name:	
Title:	
Phone Number:	
Email Address:	
Signature:	

Appendix 2: Preliminary Program Outline

Timeline	Performance Year 4	Performance Year 5	Performance Year 6
Performance Period	2/1/2024 - 1/31/2025	2/1/2025 - 1/31/2026	2/1/2026 - 1/31/2027
PSE Activities	Mini-Treasure Hunt (once in a program cycle) Site energy & activity monitoring Check-in calls (every 1-2 months, customer preference) Peer-to-peer Video Calls (2-4 per year) Energy Management Assessment (Once in a program Cycle, optional)	Site energy & activity monitoring Check-in calls (every 2 months) Peer-to-peer Video Calls (2-4 per year)	Site energy & activity monitoring Check-in calls (every 2 months) Peer-to-peer Video Calls (2-4 per year)
PSE Responsibilities	Update Energy Models (Quarterly) Verify Energy Savings (Quarterly) Pay Incentives	Update Energy Models (Quarterly) Verify Energy Savings (Quarterly) Pay Incentives	Update Energy Models (Quarterly) Verify Energy Savings (Quarterly) Pay Incentives
Customer Activities	Update & review model (Quarterly) Update action items (Quarterly) Hold energy team meetings (every 1-2 months, customer preference) Peer-to-peer Video Calls (2-4 per year) Complete Projects	Update & review model (Quarterly) Update action items (Quarterly) Hold energy team meetings (every 2 months) Peer-to-peer Video Calls (2-4 per year) Complete Projects	Update & review model (Quarterly) Update action items (Quarterly) Hold energy team meetings (every 2 months) Peer-to-peer Video Calls (2-4 per year) Complete Projects
Customer Responsibilities	Pursue energy-saving action items Identify new opportunities Support & maintain energy team	Pursue energy-saving action items Identify new opportunities Support & maintain energy team	Pursue energy-saving action items Identify new opportunities Support & maintain energy team
Incentives	\$0.04/kWh, \$0.64/therm, Up to \$50,000	\$0.04/kWh, \$0.64/therm, Up to \$50,000	\$0.04/kWh, \$0.64/therm, Up to \$50,000

...

SUBJECT: Phase 2 Cemetery Irrigation Improvements - Construction Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$650,527.57

Within Budget Allocation: Yes

ATTACHMENTS:

1. Phase 2 Cemetery Irrigation Improvements - Construction Contract
2. Phase 2 Cemetery Irrigation Improvements (CIP 23-04) Bid Tab

STAFF CONTACT: Andrew Leach, Senior Associate City Engineer

SUMMARY BACKGROUND:

This project will install a new irrigation system at the Sumner Cemetery with water being supplied from the West Well. The new irrigation system will be programmable, and the system will cover both the north and south sides of the cemetery. This project will be funded through a combination of the Cemetery and Water Utility Budgets.

Two (2) bids were received on April 29th, 2025 for this project. The lowest responsible bidder was submitted by Soundview Landscape & Sprinkler Company, with a bid amount of \$591,388.70. The engineer's estimate was \$342,627.69. The contractor will have 35 working days after issuance of the Notice to Proceed to complete the project. With the requirement to have a 10% contingency on construction contracts, the budget expenditure required for the project will be \$650,527.57.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 5/6/2025 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Soundview Landscape & Sprinkler Company, in an amount not-to-exceed \$591,388.70, plus contingencies, for the Phase 2 Cemetery Irrigation Improvements (CIP 23-04), substantially in a form approved by the City Attorney.

PUBLIC WORKS CONTRACT
between City of Sumner and
Soundview Landscape & Sprinkler Co.

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

WITNESSETH:

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

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

CIP 23-04 Phase 2 Cemetery Irrigation Improvements

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

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

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

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

The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

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

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

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

E. Public Entity Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

K. Subcontractors

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

L. Notice of Cancellation

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

M. Failure to Maintain Insurance

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

N. Additional Insurance

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

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

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

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

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

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

**BID SUBMITTAL SHEET
SMALL PUBLIC WORKS PROJECT**

CIP 23-04 Phase 2 Cemetery Irrigation Improvements

Submitted by:

I certify under penalty of perjury under the laws of the State of Washington that I am the official authorized to submit this quote on behalf of:

FIRM NAME Soundview Landscape & Sprinkler Co.

Address 2601 70th Ave W Suite-T, University Place, WA 98466

Phone Number 253-565-8012 Fax Number _____

Email Address Office@soundviewls.com

Authorized Official Kip Miller Title President
(Please Print Name)

Signature Kip Miller Date 04/29/2025

By my signature above, I acknowledge and agree to the conditions set forth in the Request for Bids.

Contractor's State License Number SOUNDLS074C3

Expiration Date 06/05/2025

Contractor's State Tax Registration Number (UBI) 601-437-619

Federal Tax ID Number 91-1577968

City of Sumner Business License Number (not needed at bid time) _____

The bid items and descriptions shall be per "Bid Proposal" attached with this document. The Proposal must be filled out in its entirety for the bid to be considered valid.

Addenda

By my signature above, I acknowledge that Addenda Numbers #1 through #1 have been received, examined, and taken into account as part of the Bid.

Bid Proposal

Phase 2 Cemetery Irrigation Improvements CIP 23-04

ALL ENTRIES SHALL BE WRITTEN IN INK OR TYPED TO VALIDATE BID

Note: Unit prices for all items, all extensions, and total amount of Bid shall be shown. Enter unit prices in numerical figures only in dollars and cents, i.e. to two (2) decimal places (including for whole dollar amounts). All figures must be clearly legible. Bids with illegible figures in the Unit Price column will be rejected as unresponsive. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto.

Item No.	Spec. Section	Description	Quantity	Unit	Unit Price*	Amount
Base Bid - General and South Cemetery Irrigation Improvements						
A-1	1-04	Minor Change	1	EST	\$5,000	\$5,000
A-2	1-10	Project Temp traffic Control	1	LS	\$ 7,683.00	\$7,683.00
A-3	1-05	Record Drawings (Min Bid \$500)	1	LS	\$ 1,200.00	\$ 1,200.00
A-4	1-09	Mobilization	1	LS	\$ 27,242.00	\$27,242.00
A-5	5-04	South Side Pavement Removal and Restoration Incl. Haul	45	SY	\$279.09 \$ 12,559.00	\$ 12,559.00
A-7	8-03	South Side Irrigation System Complete	1	LS	\$295,981.00	\$295,981.00
			Subtotal 349,665.00			
			Sales Tax* 33.218.18			
TOTAL SCHEDULE A =				382,883.18		
Additive Bid - North Cemetery Irrigation Improvements						
B-1	5-04	North Side Pavement Removal and Restoration Incl. Haul	23	SY	963.00	22,149.00
B-2	8-02	Property Restoration	1	EST	\$ 5,000.00	\$ 5,000.00
B-3	8-03	Irrigation Gravel Trench Restoration Incl. Haul	63	SY	52.00	3,276.00
B-4	8-03	North Side Irrigation System Complete	1	LS	159,991.00	159,991.00
			Subtotal 168,267.00 \$190,416.00			
			Sales Tax* 15,985.37 \$18,089.52			
TOTAL SCHEDULE B =				184,252.37 \$208,505.52		

Total Bid Amount Base Bid Schedule A + Additive Bid Schedule B * \$ ~~567,135.55~~ **\$591,388.70**

* All applicable sales tax shall be included in the unit and lump sum Bid prices per Section 1-07.2(1) and WAC 458-20-171.

EXHIBIT B

CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

_____,
Soundview Landscape & Sprinkler Co.

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

(1) Minimum wages.

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

(ii)

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

Bid Tabulation

		Project Name: Phase 2 Cemetery Irrigation Improvements							
		CIP No.: 23-04							
		Bid Opening Date: April 29, 2025							
	Notes:			Engineer's Estimate		Bidder #1		Bidder #2	
		\$X,XXX.XX				Soundview Landscape & Sprinkler Co.		Calli Denney Construction LLC	
	Indicates error corrected by PW dept					2601 70th Ave W Suite-T		PO Box 116	
	Indicates Bidder modified Proposal	\$X,XXX.XX				Univeristy Place, WA 98466		Carbonado, WA 98323	
	Indicates Revision Due to Duplication	*							
		Total Bid			\$103,370.19	Total Bid	\$208,505.52	Total Bid	\$170,184.90
Bid Item	Bid Item Description	Unit	Quant	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Base Bid - General and South Cemetery Irrigation Improvements									
A-1	Minor Change	EST	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
A-2	Project Temp Traffic Control	LS	1	\$7,000.00	\$7,000.00	\$7,683.00	\$7,683.00	\$2,000.00	\$2,000.00
A-3	Record Drawings (Min Bid \$500)	LS	1	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00
A-4	Mobilization	LS	1	\$28,500.00	\$28,500.00	\$27,242.00	\$27,242.00	\$35,000.00	\$35,000.00
A-5	South Side Pavement Removal and Restoration Incl. Haul	SY	45	\$200.00	\$9,000.00	\$279.09	\$12,559.00	\$190.00	\$8,550.00
A-7	South Side Irrigation System Complete	LS	1	\$168,000.00	\$168,000.00	\$295,981.00	\$295,981.00	\$331,900.00	\$331,900.00
	Schedule A Subtotal =				\$218,500.00	Sch. A Subtotal	\$349,665.00	Sch. A Subtotal	\$382,950.00
	9.5% Sales tax =				\$20,757.50	Tax	\$33,218.18	Tax	\$36,380.25
	Total Schedule A =				\$239,257.50	Sch. A Total	\$382,883.18	Sch. A Total	\$419,330.25
	Additive Bid - North Cemetery Irrigation Improvements								
B-1	North Side Pavement Removal and Restoration Incl. Haul	SY	23	\$200.00	\$4,600.00	\$963.00	\$22,149.00	\$190.00	\$4,370.00
B-2	Property Restoration	EST	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
B-3	Irrigation Gravel Trench Restoration Incl. Haul	SY	63	\$100.00	\$6,300.00	\$52.00	\$3,276.00	\$50.00	\$3,150.00
B-4	North Side Irrigation System Complete	LS	1	\$78,502.00	\$78,502.00	\$159,991.00	\$159,991.00	\$142,900.00	\$142,900.00
			Schedule B Subtotal		\$94,402.00	Sch. B Subtotal	\$190,416.00	Sch. B Subtotal	\$155,420.00
	9.5% Sales tax =				\$8,968.19	Tax	\$18,089.52	Tax	\$14,764.90
	Total Schedule B=				\$103,370.19	Sch. B Total	\$208,505.52	Sch. B Total	\$170,184.90
		Total Schedule A+ B =			\$342,627.69		\$591,388.70		\$589,515.15
	Prepared by:	Andrew Leach							
	Date:	4/29/2025							

SUBJECT: Approval of the minutes from the May 5th, 2025 regular council meeting and the May 12th, 2025 study session.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - May 5, 2025
2. Minutes - May 12, 2025

STAFF CONTACT:

SUMMARY BACKGROUND:

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

STAFF RECOMMENDATIONS/MOTION:



The city conducted this public meeting using a hybrid model, in-person and on the Zoom platform.

Staff present: Wilson, Marquez, Ruth, Windish, Kosa, Moericke, Steffens, Naill, Palmer, Beagle, Raymond and Converse

THE REGULAR MEETING OF THE SUMNER CITY COUNCIL WAS CALLED TO ORDER BY MAYOR HAYDEN AT 6:00PM.

CALL TO ORDER

Pledge of Allegiance

Invocation Greg Neuert

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

PROCLAMATION

1. Police Week and Peace Officer Memorial

Police Chief Moericke read the proclamation into the record. He introduced Sergeant Watson and Officer Boone. The Chief ended his comments by inviting the Council and the public to the Memorial Service on May 8, 2025. This event begins at 6pm at OURCHURCH, 5000 67th Avenue West; University Place, WA 98467.

2. Building Safety Month

Development Director Doug Beagle read the proclamation into the record and introduced Building Inspector George Naill.

CONSENT AGENDA

MOVED BY BOWMAN SECONDED BY BITETTO TO APPROVE THE CONSENT AGENDA CONSISTING OF:

1. Meeting minutes from the regular council meetings of April 7 and April 21st, 2025 and the April 28, 2025 study session.
2. Approval of the check and electronic payments in the amount of [\\$9,428,999.85.](#)

PASSED BY VOICE VOTE.

PUBLIC HEARING

1. Partial Right-of-Way Vacation – 142nd Avenue East

Mayor Hayden opened the Public Hearing at 6:10pm.

Deputy City Attorney Doug Ruth spoke to the topic.

Council asked clarifying questions.

Susan Townsend 7015 142nd Avenue East, spoke to the Council. It is her property this Right-of-Way is affecting, and she is unable to sell her property.

With no other comments from the public of the Council, Mayor Hayden closed the Hearing at 6:24pm.

REGULAR BUSINESS

1. Unfinished Business

2. Public Comment

John Gamon, 514 Chervenka Avenue. Spoke about the Ryan House.

Randall Adams, 15013 63rd Street Court East. Spoke about the Ryan House

Julie Norris, 514 Chervenka Avenue. Spoke about the Ryan House.

3. New Business

4. Reports

a. Council

Councilmember Bitetto expressed her appreciation to the Police Department and the Building Official, acknowledging the vital roles they play in our community. She attended the graduation ceremony for the City's newest police officer, Officer Leighton, along with a group of others. Councilmember Bitetto concluded her remarks by inviting residents who are not yet members of the YMCA to take advantage of their free Fitness Fest, running from May 12–18, 2025.

Deputy Mayor Bowman echoed Councilmember Bitetto's comments regarding the Police Department. She attended the Coalition for Families on Thursday, April 24, 2025, describing it as a powerful group of volunteers dedicated to supporting individuals and families in need within the community. She encouraged anyone with a free Thursday afternoon to consider attending these meetings. Deputy Mayor Bowman also participated in several other meetings, including the Master Builders Association Breakfast, a meeting with the Sumner Main Street Association, and noted that she will be attending the Pierce County Economic Development Board of Directors meeting in the near future.

Councilmember Clerget thanked the Police Officers and Building Officials.

Councilmember Cole had the pleasure of attending Sumner High School's production of *The Addams Family Musical*. She praised the performance, noting that everything—from the sets and costumes to the performers—was top-notch. She commended the students for their talent and hard work.

Sumner High School presents two productions each year—one in the fall and one in the spring.

Councilmember Cole shared her excitement and said she can't wait for the upcoming fall production.

Councilmember Elfers thanked the public for speaking at the meeting. He will be attending the Pierce County Prayer Breakfast, on May 8 at 6am at the Washington State Fair Grounds.

Councilmember Kenna echoed the appreciation for City staff expressed by his fellow Councilmembers. He shared a personal story about one of his first interactions with the Police Department, recalling a moment when his toddler became stuck in a chair at a local café. An officer happened to be there and diffused the situation, helping to free his daughter. He acknowledged the evolving nature of police work, especially with the increasing role of technology, and commended the department for being nimble and adaptive in their efforts to keep the community safe.

Councilmember Reinke had no comment tonight.

b. City Administrator

City Administrator Jason Wilson shared the following:

Upcoming Policy Issues:

- May 12, 2025 – Study Session
 - Sumner Municipal Court Update
 - Vehicle Miles Traveled / Green House Gas reduction plan
 - Senior Center Contract Amendment
- May 19, 2025 – Regular Council Meeting
 - Presentation from SSHAP Capital Fund
 - Proclamation National Public Works Week
 - Consultant Contract Award Safe Built
 - Senior Center Contract Amendment
 - PSE Agreement for Operations Facility Power Service
 - PSE Agreement for 29th St E Street Lighting
 - Phase 2 Cemetery Irrigation Improvements - Construction Contract Award
 - Heritage Park Remediation - Consultant Services Amendment
 - PSE Conservation Grant Agreement Years 4-6
 - Resolution – Setting Public Hearing for the Surplus of Bill Heath Sports Complex Property

Personnel Issues:

- The City hired a new Wastewater Treatment Superintendent, and two new operators. The superintendent replaces Ron Basinger who retired from the City after 21 years of service. The new superintendent, Jeremy Carnahan, comes to us from Pierce County and will start at the end of the month. The two new operators, Matthew Evans and Luke Nedney come from Orting and Puyallup respectively. With these three new hires, the wastewater treatment plant is now fully staffed.

c. Mayor

Mayor Hayden announced the downtown business will be holding a sidewalk sale on May 17, 2025. Please be sure to shop local and show our support to the independent stores and restaurants.

At 6:47pm, Mayor Hayden adjourned the regular meeting into Executive Session for the purposes of discussing with legal counsel pending or threatened litigation per RCW 42.30.110(1)(i) for a period of 15 minutes, there will be no action to follow.

5. Executive Session

Beginning at 6:55 until 7:10pm, it was extended once for 10 minutes.

6. Adjournment

With no additional business before the council, Mayor Hayden adjourned the meeting at 7:20pm. Councilmembers concurred.

ATTEST:

Michelle Converse, CMC, City Clerk

Kathy Hayden, Mayor

Randall Adams
15013 63rd St Ct E, Sumner WA 98390

Comments for 3-3-2025 Council Meeting:

With the city moving stealthily again to demolish the Ryan House, the sign put up today bluntly states your intentions. A couple of questions come to mind:

- 1) The City Attorney states that the 2nd Deed is invalid, the Ryan heirs, in responding to a request from the city, agreed to sign a 2nd deed that allowed the city to have museum OR a park on the parcel. Yet now, after 46+ years, the new legal representative of the city states that the city erred in requesting the new deed, so the 2nd deed is invalid. Additionally, the Communications Director has in taped sessions represented all the efforts that the city had to go thorough to contact the heirs, a process described akin to “Hearring a bunch of cats”, further proof that it was indeed the city who sought the changes noted in the 2nd deed. Further proof is the Attorney representing the city, Gordon A. Scraggin, deed sign an Excise Affidavit in December 1996, and had it recorded. So, if the city is saying they never recorded the 2nd deed, that verifies that even if the 2nd deed is valid, it was not enforceable for 17 years and for that time the city was out of compliance with the original deed = it reverts back to the Ryan heirs. Certainly, if the Original Deed is what applies to the property, the city has been out of compliance with it for over 45 years and it should revert back to the Ryan heirs.
- 2) Prove why you believe that you are still the owner yet have not maintained a library there since 1978. Your claim of ownership is invalid per the requirements of the Original Deed and the property therefore reverts to the Ryan family heirs!
- 3) WJE has stated that your representations on Sumner Connect are not accurate nor do they state accurately what The Ryan House’s current condition is.
- 4) Are you going to attempt to “develop & evaluate revisions to your demolition to mitigate the adverse impact of your actions” as stated in the letter from DAHP to you on 1-29-25
- 5) Why does the council allow the city to continually seek litigation because of their actions? You already have been shown that the city’s legal opinions are not always correct, so why invite more?
- 6) Personally, I think the city is acting like a bully because you have taxpayer funds at your disposal, far more that individual citizens certainly have. Big named families in

the area are reluctant to help save the Ryan House, even though they want to, in fear of getting on the wrong side of city. This is sad that your relationship is not open with the movers & shakers in our community & indeed keep a thumb down on them.

- 7) The deed states “When the present building is ready to be torn down, the heirs reserve the right to enter and remove any part of the old house that is desired.”.. The city in their SEPA representations is that the city is taking charge of what is to be saved and will let the heirs look at it at a later time....They Ryans have the right to remove ANY PART of the Ryan House, period!!

Thank you for speaking for 35 minutes last Council Meeting and letting us know what the logic behind your thoughts regarding the Ryan House are. Let me openly state that at no time have I ever believed or stated that you are a group of heartless people.

I could stand here for 35 minutes too & dissect what I believe are the numerous inaccuracies in your statements & beliefs to try and set the record straight, yet I will address only a few of them. 1) By acknowledging that the city has not complied with the Deeds, the property reverts back to the heirs (This is the only way for the city to justify its previous offer to Nancy Ryan Dressel) & that factual basis still remains, noncompliance with the deed is why the ~~deed~~^{PROPERTY} can be transferred: 2) As to why Nancy Ryan Dressel did not accept the city's quick offer to take back the Ryan House shortly after the first lawsuit was filed, I ask why would she be expected to do so knowing the city had 1.5M in grants in hand at that time w/another 400K already approved by the state legislature? I instead ask you why didn't you use the 1.9M that was available? Its all about the money isn't it! Evidently not when you have the money: 3) The Ryan heirs are the only ones that have a right to that property, no other group does: 4) Regarding processes, they do matter. You have already been determined to have acted illegally and agreed to pay a penalty for not following your 2023 Comp Plan. Process matter. You continue to violate the Court's Order by following 1663 despite being told: "The GMA precludes the city from pursuing activities that do not conform with its Comprehensive Plan.". 1663 was approved during the 2023 Comp Plan and therefore was a budgetary decision that was not consistent with that Comp Plan & is not allowed. You need to remove 1663, by whatever action you follow to do so, in order for your process to comply with the Court Order. Process Matters.

Contrary to the city telling you the sky is falling regarding the Ryan House in their best chicken little impersonation, the lawsuit is 1) Mainly about the city's decision to not do an Environmental Impact Study. Your own SEPA questionnaire states that the Ryan House has been designated on the National Historic Registry, yet you self-conclude there is no historic significance to that. Please revisit the settlement from the original lawsuit, it states you must have an Environmental Impact Study in place so you can't skip that step. Process matters. 2) City statute requires you to have a Sumner Historic Preservation Commission, which you do not have. Therefore, you must either go through the process of initiating the Commission to hear the application made in front of the Council for the Ryan House to be added or not by that commission to the Sumner Historical Register OR you must change your city statute & go through that process of removing that commission. Process matters.



Staff present: Wilson, Marquez, Windish, Kosa, Steffens, and Beagle

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

THE MEETING WAS CALLED TO ORDER AT 6:00PM BY MAYOR HAYDEN.

STUDY SESSION BUSINESS

Mayor Hayden announced they will be working off of an amended agenda. Items 1 and Executive Session have been removed.

- ~~1. Sumner Municipal Court Update~~
~~City Administrator Jason Wilson~~
2. Contract Amendment for Senior Center Services
City Administrator Jason Wilson
3. Vehicles Miles Traveled & Greenhouse Gas Reduction Plan – Climate Resiliency
Economic & Community Development Director Ryan Windish

CITY ADMINISTRATOR REPORT

AGENDA SETTING

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

EXECUTIVE SESSION

~~TO DISCUSS PENDING OR THREATENED LITIGATION PER RCW 42.30.110(1)(i).~~

ADJOURNMENT

The meeting was adjourned at 7:21pm.

Michelle Converse, City Clerk

Attest:

Kathy Hayden, Mayor

SUBJECT: Resolution No. 1721 – Setting Public Hearing – Surplus of Bill Heath Sports Complex via Intergovernmental Transfer to Sumner Bonney Lake School District

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT:

SUMMARY BACKGROUND:

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:

SUBJECT: Ordinance No. 2926 - Partial Right-of-Way Vacation -- Highland Street/142nd Avenue East

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2926 - Partial Right-of-Way Vacation -- Highland Street/142nd Avenue East

STAFF CONTACT: Andrea Marquez, City Attorney, Doug Ruth, Deputy City Attorney

SUMMARY BACKGROUND:

Ordinance 2629 is in response to an owner-initiated vacation request regarding a right-of way that is no longer used by the City.

Highland Street was created by dedication in 1909 but ceased to be a functioning roadway several decades ago. 142nd Avenue was dedicated adjacent to Highland Street and became the functioning roadway for the residences along the avenue. Houses were built on Highland Street. The owners of two of these houses are the applicants for vacation of the right-of-way. The portion of roadway proposed for vacation is a 30-foot-wide by approximately 170-foot-long portion of Highland Street. To the west of this portion of Highland Street is 50–60 feet of right-of-way that is 142nd Avenue East. Ordinance 2926 vacates a 30-foot section of Highland Street and returns this property to the two applicant property owners. An easement for public utilities and services is reserved.

A Public Hearing was held for this item on May 5, 2025.

COUNCIL COMMITTEE/STUDY SESSION: Public Works

MEETING/STUDY SESSION DATE: 4/7/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Adopt Ordinance No. 2926, partial right-of-way vacation - Highland Street/142nd Avenue East.

ORDINANCE NO. 2926

CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, VACATING A PORTION OF THE HIGHLAND STREET PUBLIC RIGHT OF WAY TO THE IMMEDIATE EAST OF 142nd AVENUE, IN THE CITY OF SUMNER, WASHINGTON, AS MORE PARTICULARLY SET FORTH HEREIN.

WHEREAS, the portion of the public right of way to be vacated is more particularly described and depicted on the attached Exhibit A and is herein referred to as the “Right of Way;” and

WHEREAS, on December 2, 2024, the owners of property (Pierce County parcel no. 0420251159 and 0420251160) that is adjacent to the western boundary of the Right of Way submitted a petition to vacate the Right-of-Way and these owners represent the ownership of more than two-thirds of all the property abutting the Right of Way; and

WHEREAS, the Right-of-Way is a portion of Highland Street and lies immediately east to and is adjacent to 142nd Avenue East; and

WHEREAS, the Right-of-Way is thirty feet wide and is occupied by two residential homes and corresponding driveways and yards; and

WHEREAS, the Right-of-Way was created in 1906 and does not contain any public or private utilities and the City is not using it for any roadway, pedestrian, or other right-of-way purposes; and

WHEREAS, no portion of the Right of Way abuts a body of fresh or salt water as contemplated under RCW 35.79.035; and

WHEREAS, the City has no further need or use of the Right of Way, and the highest and best use of this Right of Way is for residential use; and

WHEREAS, on April 7, 2025, the Sumner City Council adopted Resolution No. 1718 affixing May 5, 2025, at the hour of 6:00 pm, at Sumner City Hall, 1104 Maple Street, Sumner, Washington, as the time and place for a public hearing on the petition to vacate pursuant to RCW 35.79.030, with access to said public hearing being available by ZOOM, instructions for attendance being published on the City’s website; and

WHEREAS, pursuant to RCW 35.79.020, notices of the time and place of the hearing were properly given; and

WHEREAS, at the time and place fixed, the public hearing did occur and all steps and proceedings required by law and by resolution of the City Council have been duly taken and carried out.

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

Section 1. Vacation. That the Right of Way described in Exhibit A, which is attached and made part hereof, is hereby vacated.

Section 2. Surrender. The Right of Way so vacated, is surrendered and attached to the immediately abutting property, and all right or title of the City and of the public, in and to the Right of Way so vacated, subject to an easement for utilities and services, shall and does vest in the abutting property owners as provided by RCW 35.79.040. The City has not incurred expense in acquiring or maintaining the Right of Way, and therefore the City Council finds that it is reasonable and appropriate to vacate it without compensation.

Section 3. Public Utility Easement. Pursuant to RCW 35.79.030 and SMC 12.80.050, the City reserves and retains a perpetual easement under, on, and over the described Right-of-Way, and the right to exercise and grant easements in respect to the Right-of-Way, for the construction, repair, and maintenance of existing and future public utilities and services.

Section 4. Recording with the County Auditor. Pursuant to RCW 35.79.030, a certified copy of this ordinance shall be recorded by the City Clerk in the office of the Pierce County Auditor.

Section 5. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof on the ____ day of _____, 2025.

Kathy Hayden, Mayor

Attest:

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney

EXHIBIT A
RIGHT OF WAY LEGAL DESCRIPTIONS AND DEPICTIONS

A PORTION OF HIGHLAND STREET AS SHOWN ON THE RECORDED PLAT OF SUMNER GARDEN TRACTS RECORDED IN VOLUME 9 OF PLATS, AT PAGE 59, RECORDS OF PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 30 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 25, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, LYING SOUTH OF STATE ROUTE 410, ALSO KNOWN AS PRIMARY STATE HIGHWAY NO. 5, AND NORTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INITIAL POINT OF JO REITAN'S ADDITION, ALSO KNOWN AS THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 25, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON;

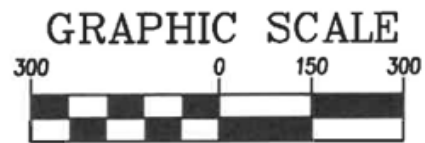
THENCE SOUTH ALONG THE CENTER OF SAID SECTION 25 A DISTANCE OF 287.50 FEET TO THE

POINT OF BEGINNING;

THENCE EAST PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER A DISTANCE OF 30 FEET, MORE OR LESS, TO THE EAST MARGIN OF SAID HIGHLAND STREET AND THE TERMINUS OF THIS DESCRIBED LINE.

(CONTAINING 3269.9 SQ. FT., MORE OR LESS)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF SUMNER, PIERCE COUNTY, WASHINGTON



(IN FEET)
1 inch = 300ft.

SW CORNER OF THE
NW 1/4 OF SW 1/4 OF NE 1/4
OF SECTION 25

287.50'

30'

CTR
SEC 25

SR 410

SOUTH LINE OF THE NORTHEAST QUARTER

SHEET 1 OF 1

RIGHT-OF-WAY
VACATION
EXHIBIT

APEX JOB NO: 37383

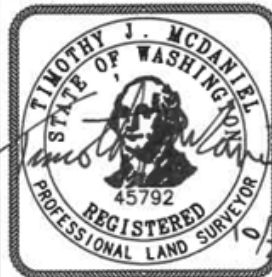
DATE: 09/27/2024

DRAWN BY: PJ

CHECKED BY: TJM

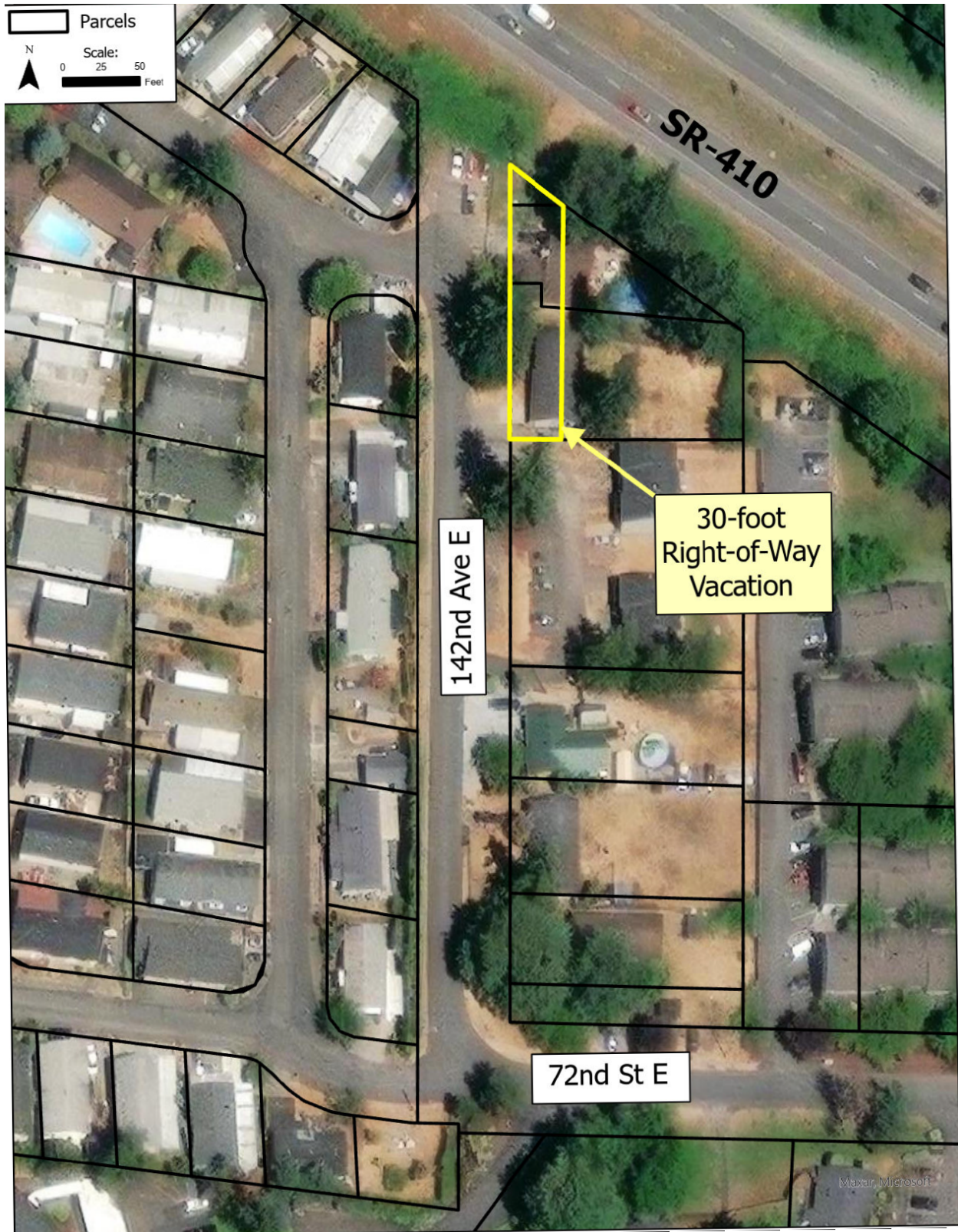
DWG. NO: 37383 SV.DWG

SCALE: 1"=300'



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Tacoma, Washington 98409-7479
(253) 473-4494 FAX: (253) 473-0599
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SUBJECT: Planning Commission Appointment - Huo

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Application-Amy Huo Redacted
-

STAFF CONTACT: Ryan Windish, Community & Economic Development Director

SUMMARY BACKGROUND:

Ms. Amy Huo moved to Sumner in 2022. Amy and her husband look forward to raising their daughter in Sumner, enjoying the many vibrant events and walking to Downtown. Amy is a staff attorney for the Housing Justice Project that offers free legal services to underserved communities and individuals. Her interests include affordable housing, land use and traffic problems. Amy is an active community member and former food-truck owner. Her background in housing, sustainable foods education, and community engagement will be great addition to the Planning Commission.

The Sumner Planning Commission serves in an advisory capacity to the City Council. The Commission's main purpose is to assist in the implementation of the vision and policies in the Sumner Comprehensive Plan, including: reviewing and making recommendations on various City plans, goals, and policies, and the Sumner Zoning Code and development regulations. The Planning Commission consists of 7 members who are appointed by the Mayor and confirmed by the City Council. A majority of the members must be residents of the City of Sumner, while two members may be nonresidents who have demonstrated an interest in the City of Sumner. The members of the Planning Commission are to be selected without respect to political affiliations and shall serve without compensation.

Currently there are 6 members on the Commission. Mayor Hayden recommends appointing Ms. Amy Huo to fill a vacant Planning Commission seat, with a term expiring April 2026.

COUNCIL COMMITTEE/STUDY SESSION:
--

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm appointment of Amy Huo to the Sumner Planning Commission for a term beginning in May 2025 and expiring in April 2026.

From: Sumner Connects <notifications@engagementhq.com>
Sent: Thursday, March 27, 2025 1:33 PM
Subject: Anonymous User completed Commission Application

****EXTERNAL EMAIL****

Anonymous User just submitted the survey Commission Application with the responses below.

I am interested in serving on the following:

Design Commission

Name:

Amy Huo

Phone Number:

[REDACTED]

Email Address

[REDACTED]

Address:

[REDACTED]

Occupation (if retired, please indicate former occupation or profession):

Staff Attorney, Housing Justice Project, Tacomaprobono Community Lawyers

Education:

J.D. Mitchell Hamline School of Law, St. Paul, MN M.A. University of Delaware, Newark, DE B.A.
University of Wisconsin - Madison, Madison, WI Principles of Fundraising, Villanova University
Permaculture Design Certificate

Professional or community involvement:

Currently, I donate time for clinics to serve the underserved in our community in addition to representing clients with free legal services for eviction defense in connection with my work in three counties (Pierce, Thurston, and Benton). As I just recently finished law school and became barred, I had no extra time to be involved but am starting to do so now. Previous to coming to WA, I owned a food truck and regularly conducted events for the purpose of raising money for local nonprofits such as Big Brothers Big Sisters and other organizations. Our business did education and outreach regarding permaculture design on farms and sustainable food production. We were a staple in the community pre-Covid and up until we sold our business.

Why are you interested in serving on this commission?

After moving around a lot, my husband and I found Sumner to be the only community we want to live in and the only place we intend to raise our daughter. I want to contribute to the community to keep it strong and growing but also to make sure that we make the right choices regarding how to move our community forward. I am interested in trying to resolve housing issues related to my work, but also issues with land use, specifically zoning and traffic-related problems. I want to contribute my time to efforts that keep Sumner vibrant and on all those fronts, the planning commission would allow me the opportunity to check all of those boxes.

Have you previously served on a City of Sumner commission?

No
