



Members: Councilmembers Clerget, Elfers, Reinke, Alt. Kenna

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

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

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CALL TO ORDER

COMMITTEE BUSINESS

1. Main Street Crossings - Design Consultant Contract Award
2. Operations Facility - PSE Easement
3. Resolution No. 1722: Pollution Prevention Assistance Program Interlocal Agreement
4. Stormwater Comprehensive Plan Update - Consultant Contract
5. Public Works Trust Fund Loan - Applicant Certification for Biosolids Equipment Modernization Project

REPORTS

1. PW Project Status Report

ADJOURNMENT

SUBJECT: Main Street Crossings - Design Consultant Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$189,500

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract w/ Scope & Fee
-

STAFF CONTACT: Gursimran Singh, Engineering Specialist

SUMMARY BACKGROUND:

The Project includes crossing upgrades at the following six intersections with Main Street: Alder Ave, Ryan Ave, Bonney Ave, Lewis Ave, Parker Rd E, and 162nd Ave E. The work consists of preparing engineering design, cultural resource assessment and environmental NEPA permitting, upgrading existing crossings as applicable: curb extensions, ADA compliant curb ramps, sidewalk extensions, solar powered RRFBs, signage, and stop bars.

Three Statement of Qualifications were received on March 5, 2025 for this project. Transpo Group was selected to provide consulting services for this project through a qualification-based selection process. An agreement with a maximum amount payable of \$189,500 was negotiated for the design of the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/3/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Transpo group, in an amount not-to-exceed \$189,500 for the Main St Crossings project, (CIP 24-09), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

Transpo Group USA, Inc.

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Transpo Group USA, Inc., organized under the laws of the State of Washington, located and doing business at 12131 113th Ave NE #203, Kirkland, WA 98034, 425-896-5247 (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 – Main St Crossings (CIP 24-09). Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

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

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2026.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$189,500.00 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 Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

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

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

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

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

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

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

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

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

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Notwithstanding, the foregoing, any claims alleging professional negligence are not subject to arbitration and shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to

this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

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

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

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

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

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

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

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

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify). The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any subcontractor in the performance of work under this contract, or

any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Consultant. Upon execution of this Contract, the Consultant shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

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

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

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

CONSULTANT: By: _____ (signature) Print Name: _____ Title: _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> (Title) 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: Tuan Ngyuyen, P.E. Transpo Group USA, Inc. 12131 113th Ave NE, #203 Kirkland, WA 98034 425-896-5247	NOTICES TO BE SENT TO: CITY OF SUMNER: Gursimran Singh, Engineering Specialist City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5712 gursimrans@sumnerwa.gov

Exhibit A—Scope of Work

Client Name:	City of Sumner	
Project Name:	Main St Crossings	
Exhibit Dated:	May 14, 2025	TG: 1.25063.00

Scope of Services

Transpo Group USA, Inc. (Consultant) will provide engineering services to the City of Sumner (City) for the design of crosswalk improvements, including new rectangular rapid flashing beacons (RRFBs), curb ramps, sidewalks, restoration of pavement markings, signing, and stormwater drainage in the City of Sumner, Washington.

PACE Engineers will be a subconsultant to Transpo Group USA, Inc. for the project, providing topographical survey and storm drainage design support services, as needed. Willamette Cultural Resources Associates, LTD will be a subconsultant to Transpo Group USA, Inc. for the project, providing cultural resources, as needed.

The Consultant work program is organized into the following tasks:

- Task 1. Project Management
- Task 2. Design Support Services
- Task 3. Preliminary (30% and 85%) Design Services
- Task 4. Final (100%) Design Plans, Specifications, and Estimates (PS&E)
- Task 5. Bid and Award Support
- Task 6. Construction Phase Services (Optional)

Project Definition

The Consultant has developed the scope of work with the assumption that the specific project elements identified in the RFQ are the basis of design at the six (6) crossing locations. The following describes the key project components.

Main Street at Alder Avenue

Project Elements: Construct a new curb extension on the southwest and southeast corners of the intersection, including replacement of the existing curb ramps. The existing 3-way stop control will be maintained at the intersection. New stop signs for the east and west directions will be relocated within the proposed curb extensions. Solar powered edge light perimeter stop signs may be implemented at the intersection. One (1) storm drain inlet will need to be relocated on the southwest corner. Existing pavement markings will be refreshed.

Assumptions:

- All new improvements will be within the Right-of-Way. No additional Right-of-Way will be acquired.
- The existing all-way stop control will remain. No further evaluation for RRFB or signal warrant will be conducted.
- The existing curb ramps on the northwest and northeast corners of the intersection are ADA-compliant and do not require replacement.
- The existing decorative street lighting will remain and no upgrade or analysis is required.



Main Street at Ryan Avenue (Location 1, West)

Project Elements: Construct a new curb extension on the northeast and southeast corners of the intersection, including replacement of the existing curb ramps. The existing curb ramp on the northwest corner of the intersection will be upgraded to meet ADA requirements. Install two (2) new curbside RRFBs for the east and west direction on Main St. Existing pavement and curb markings will be refreshed. The existing stop control on Ryan Ave will remain.

Assumptions:

- The RRFB will be solar powered.
- All new improvements will be within the Right-of-Way. No additional Right-of-Way will be acquired.
- The existing decorative street lighting will remain and no upgrade or analysis is required.
- Existing street tree on the south side of Main St to remain. Trimming for visibility of the RRFB may be recommended.

Main Street at Ryan Avenue (Location 2, East)

Project Elements: Construct a new curb extension on the northeast and southeast corners of the intersection, including replacement of the existing curb ramps. The existing curb ramp on the southwest corner of the intersection will be upgraded to meet ADA requirements. Install two (2) new curbside RRFBs for the east and west directions on Main St. Existing pavement and curb markings will be refreshed. The existing Stop sign on Ryan Ave to remain. Two (2) storm drain inlets on the northeast and southeast corners to be relocated and associated storm drain lines will be adjusted based on the relocated inlet locations.

Assumptions:

- The RRFB will be solar powered.
- All new improvements will be within the Right-of-Way. No additional Right-of-Way will be acquired.
- The existing storm drain inlet on the southwest corner of the intersection to remain as-is.
- The existing decorative street lighting will remain and no upgrade or analysis is required.
- Existing street tree on the south side of Main St to remain. Trimming for visibility of the RRFB may be recommended.
- The existing fire hydrant on the north side of Main St to remain.

Main Street at Bonney Avenue

Project Elements: Demolition and removal of existing temporary HMA curb extensions at intersection. Construct a new curb extension on the north side of Main St and the southeast and southwest corners of the intersection, including replacement of the existing curb ramps crossing Main Street and crossing Bonney Ave (6 total). Install two (2) new curbside RRFBs for the east and west directions on Main St. Existing pavement and curb markings will be refreshed. Two (2) existing storm drain inlets on the southwest and southeast corners to be relocated and associated storm drain lines will be adjusted based on the relocated inlet locations. The existing stop control on Bonney Ave to remain.

Assumptions:

- The RRFB will be solar powered.
- All new improvements will be within the Right-of-Way. No additional Right-of-Way will be acquired.
- The existing street lighting will remain and no upgrade or analysis is required.



- Existing utility poles at the intersection to remain as-is and no relocation is required.
- The existing fire hydrant on the southwest corner of Main St to remain.
- Curb extensions will consist of hardscape (i.e. concrete) and no vegetation will be implemented.

Main Street at Lewis Avenue

Project Elements: Demolition and removal of existing temporary HMA curb extensions at intersection. Construct a new curb extension on the north side of Main St and the southwest corners of the intersection, including replacement of the existing curb ramps. Relocate existing RRFB system (poles, flashers, solar panels, pushbuttons and controllers) onto new location pole within new curb extension. Existing pavement and curb markings will be refreshed. Two (2) existing storm drain inlets on the southwest and southeast corners to be relocated and associated storm drain lines will be adjusted based on the relocated inlet locations. The existing stop control on Lewis Ave to remain. The four (4) existing curb ramps will be upgraded to ADA requirements.

Assumptions:

- The existing solar powered RRFB can be relocated and reused for the proposed condition.
- All new improvements will be within the Right-of-Way. No additional Right-of-Way will be acquired.
- The existing street lighting will remain and no upgrade or analysis is required.
- Existing utility poles at the intersection to remain as-is and no relocation is required.
- The existing fire hydrant on the southeast corner of Main St to remain.
- The existing driveway to Sunset Stadium to remain as-is and will not be modified or reconstructed.
- Curb extensions will consist of hardscape (i.e. concrete) and no vegetation will be implemented.

Main Street at Parker Road East

Project Elements: Construct a new curb extension on the north and side sides of the intersection serving Main Street, including replacement of the existing curb ramps (8 total). Install four (4) new curbside RRFBs for the east and west directions on Main Street. Existing pavement markings will be refreshed. Two (2) existing storm drain inlets on the southeast and southwest corners to be relocated and associated storm drain lines will be adjusted based on the relocated inlet locations. The existing stop control on Parker Road East to remain.

Assumptions:

- The RRFB will be solar powered.
- All new improvements will be within the Right-of-Way. No additional Right-of-Way will be acquired.
- The existing street lighting will remain and no upgrade or analysis is required.
- Existing utility poles at the intersection to remain as-is and no relocation is required.
- Existing driveways near the intersection to remain and will not be impacted.
- Curb extensions will consist of hardscape (i.e. concrete) and no vegetation will be implemented.

60th Street East at 162nd Avenue East

Project Elements: Construct a new curb extension and/or sidewalk on the south side of the 60th St E, see assumptions below. Install a new curbside RRFBs for the east and west directions on 60th St E. A new painted crosswalk across 60th St E will be installed with the associated crossing. The existing stop control on 162nd Ave E to remain.

Assumptions:

- The RRFB will be solar powered.



- All new improvements will be within the Right-of-Way. No additional Right-of-Way will be acquired.
- The existing street lighting to remain and no upgrade or analysis is required.
- Existing utility poles at the intersection to remain as-is and no relocation is required.
- The existing curb ramp on the northeast corner of the intersection is ADA-compliant and does not require replacement.
- The location of the proposed crossing will be evaluated as part of the 30% conceptual design. If the proposed crossing is located on the west side of the intersection, a new curb extension and storm drain inlet would be needed on the northwest corner of the intersection. If the proposed crossing is located on the east side of the intersection, new sidewalk or pathway and a new ADA curb ramp would be needed on the south side of the intersection.
- Curb extensions will consist of hardscape (i.e. concrete) and no vegetation will be implemented.

Task 1—Project Management

1.1—Project Coordination

The Consultant team will coordinate video conference meetings with the City's project manager on a regular basis (weekly or bi-weekly) at an agreed upon schedule. These meetings will address project scope/status, technical and policy direction, budget, schedule, and additional meetings. Coordination will be via video conference, telephone calls, and email, as appropriate.

The Consultant team project manager will also coordinate with subconsultants on a regular basis regarding project scope/status, project direction, budget, and schedule.

1.2—Progress Reports and Invoicing

Detailed progress reports and invoices will be prepared on a monthly basis and provided to the City.

1.3—Design Meetings

The Consultant will conduct longer, formal meetings at the following project milestones. Preference will be for video conferences to allow for sharing of electronic data, screens, and reduce travel costs, but in-person meetings at the City Public Works Department at a time agreed on by the Consultant and the City may be elected at the preference of the City and Consultant, or as specified below. The Consultant shall prepare a meeting agenda for each formal meeting. It is assumed that the Consultant will not be required to distribute meeting minutes following each meeting. This will not preclude communication with the City or Subconsultants to confirm understanding of issues raised in these meetings.

1. Project Kickoff and Site Walk (In-Person)
2. 30-percent Design Review
3. Mid-Design Site Walk & Coordination
4. 85-percent Design Review

Other design meetings may be necessary to discuss alternatives for specific project elements, utility coordination, or provide updates on field conditions identified by the Consultant and Subconsultants which may affect project designs. Additional meetings with the City will be held via phone or video conference, to the extent possible, with the goal of minimizing expense.

Additional in-person meetings may be held at the request of the City, but may require adjustments to the scope of services, fee projection, and schedule. These meetings do not preclude regular communication via email and phone between the City and the Consultant regarding project concerns and progress.

1.4—Project Schedule

The Consultant will provide a project schedule to the City and maintain the schedule with monthly updates on progress and affected milestones. The Schedule will show milestone dates and events necessary to complete the plans and special provisions to complete the design of all project improvements. Project schedules assumes a 2-week City review period. Project schedules will include holiday breaks in the 4th week of November and the last two weeks of December 2025.

Project Milestones include:

- Receipt of Notice to Proceed is anticipated to occur by June 18, 2025
- Receipt of topographical survey is anticipated to occur by July 7th, 2025
- Proposed deliverable milestones include:
 - 30% design on or before August 15, 2025
 - 85% design on or before November 26, 2025
 - 100% design on or before February 2, 2026

Task 2—Design Support Services

2.1— SEPA Permitting

As a TIB funded project, SEPA permitting is expected. The Consultant will provide information to the City, upon request, during the design phase to support the City's internal SEPA permitting process. A Cultural Resources subconsultant has been retained to provide support for any cultural resources consulting on this project for the SEPA permitting. No additional permitting is anticipated for the project. No mitigation is anticipated for the project. Additional permitting or mitigation required will require a modification to the scope and fee for the project.

2.2— Public Outreach

The Consultant will provide exhibits and presentation content, at the request of the City, to support outreach to affected property owners and updates to the City Council and other interested stakeholders. No right-of-way acquisition is anticipated and direct impacts to property owners will be limited.

2.3— Survey

Survey control will be established from City of Sumner or Pierce County published control points.

Topographic Survey of each intersection will be conducted to include but not limited to the following (limits will be based upon the exhibit maps provided):

- Hardscapes such as walks, driveways, etc.
- Surface indications of utilities, such as vaults, pedestals, etc.
- Utility lines that can be visually observed, located by RF locating equipment, or identified on readily available record drawings received through the district.
- Sewer and storm structures will be measured for invert elevations, size of pipe, and size of structure.
- Any tree 8-inch diameter as measured four feet above the ground.
- Contours will be generated at a one-foot interval.

Boundary Survey

- The right of way centerline and margins of each intersection will be calculated and shown based on the controlling monuments.
- Adjoining property lines will be shown based on Pierce County GIS data.

Consultant Deliverables

- Draft and Final Topographic Survey (AutoCAD format)
- Existing Conditions and Survey Control Plans

Exclusions:



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- **An easement exhibit is excluded from this work**
- **Temporary construction easements. If these are found to be required, PACE can prepare them for an additional fee**
- **Stand alone Right-of-Way plans**

Task 3— Preliminary (30% and 85%) Design Services

The Consultant will prepare design plans, specifications, and estimates for 30% and 85% levels of design. Plan sheets will be developed at a 1"=20' full-size scale with 1"=10' scale where appropriate for details such as ADA curb ramps. Topics may be combined on sheets, as listed or per City approval to reduce the total number of sheets in the final package. Any deviations from this scope or approved City standard practices shall require written prior approval from the City.

The Consultant will submit the design plans for review by the City. The City's review will identify issues, resolve problems, recommend modifications, suggest actions required and provide direction and guidance for the next stage of design. The City will closely monitor the design plan preparation process and be responsive to communication from the Consultant to assist in avoiding substantial revision during the review process. This effort shall not alter the Consultant's responsibility for the work.

The Consultant will prepare the special provisions and applicable amendments to the contract provisions, Divisions Two (2) through Nine (9), as required for the improvements. The City of Sumner will prepare the Division One (1) specifications. The City of Sumner will compile the final specifications document for bid. The contract provisions shall be prepared in accordance with the requirements of WSDOT and the City of Sumner. The Consultant shall prepare special provisions for those items not covered by WSDOT's most current publication of the Standard Specifications for Road, Bridge and Municipal Construction including the most current published WSDOT GSPs and APWA GSPs, or the City of Sumner's modifications to the WSDOT Standard Specifications.

The Consultant will prepare quantity estimates and backup calculations in accordance with the WSDOT bid item descriptions. Final quantity estimates will be prepared according to WSDOT format and backup calculations for lump sum and unit price items will be provided. Quantity estimates will be used to prepare the summary of quantity sheets, and all other material required for construction. Quantities will be combined into a single bid package. Separation of the project into multiple bid packages may require a modification to the scope and fee to accommodate the additional work required to ensure all necessary information is coordinated between multiple bid packages.

The Consultant will maintain a construction cost estimate throughout the project, updated at each design milestone. The estimate will be developed in Excel format.

All electronic materials used to generate the Bid Set Plans, Specifications and Estimate will be submitted to the City. Drawings will be submitted in PDF and AutoCAD/AutoCAD Civil 3D format with City of Sumner specified layers. Specifications will be submitted in editable Microsoft Word format. The Estimate will be submitted in editable Microsoft Excel format.

3.1 30% Conceptual Design Submittal

The 30% design will include a basic layout of the project elements, as scoped, on the topographical survey, and include any alternative approaches, as identified by the Consultant, for evaluation by the City. At completion of the 30% design review, no further preparation or review of alternatives by the Consultant or the City are anticipated. If further alternative evaluation is requested by the City at the 30% design stage or later in the project design, a scope and fee modification may be required, depending on the scope of the request. Depending on the timing of receiving the topographical survey, the 30% conceptual design submittal may be completed on an aerial imagery background for this design submittal.

The Consultant shall develop, to a 30% level of detail, sidewalk, curb extension, and curb ramp geometric (two dimensional) layout, crosswalk improvements, preliminary drainage conveyance modifications, and



RRFB and pavement marking improvements. A meeting (as detailed in Task 1.3) with the Consultant and City will take place to confirm the project concepts. The City will provide feedback and comments on the concepts. No specifications or engineer's opinion of probable costs (cost estimate) are anticipated to be included at the 30% design submittal due to the preliminary nature of the design.

Consultant Deliverables

- 30% design level plans including:
 - Sidewalk, curb extension, and curb ramp plan exhibits (6 sheets)
 - Drainage conveyance exhibits (if necessary)
 - Pavement markings plan exhibits (6 sheets)
 - RRFB plan exhibits (5 sheets)
 - All-Way Stop plan exhibit (1 sheet)

3.2 85% Design Submittal

The 85% design submittal will include drawings, special provisions listing, and the Engineer's Opinion of Probable Costs (cost estimate). All 30% plan submittal comments received will be incorporated into the submittal. The 85% design plans will be provided on standard construction borders.

The City will review the submittal and return a consolidated set of comments to the Consultant. It is anticipated that the horizontal geometry of the project, including the location and configuration of RRFBs poles, will be finalized at the end of the 85% design submittal and review period. Further modification of horizontal geometry or pole locations after the 85% design submittal may require an adjustment to the schedule of milestones or the negotiated fee. The Consultant will notify the City as soon as possible of the impact of changes after the 85% design. In addition to modifications to the sheets identified for the 85% submittal, WSDOT Work Zone Typical Traffic Control Plans examples will be included as details and referenced on plans. ADA Curb Ramps will be detailed with lengths, widths, elevations, slope percentages, or a combination of the aforementioned will be included as new details in the plans.

The 85% design submittal will include special provision "headers" of anticipated bid items and highlight any specifications that are expected to include custom language modifying that presented in the WSDOT Standard Specifications. The 85% design submittal will include an engineer's opinion of probable costs (cost estimate).

PACE will prepare a stormwater variance request. The City of Sumner, WA adopted and currently adheres to the 2019 Stormwater Management Manual for Western Washington (SWMMWW). This project is seeking a variance to adopt the 2024 version of the SWMMWW. According to Section I-3.2 of the 2024 SWMMWW, any ADA updates required by the Federal Americans with Disabilities Act are considered part of exempt activities. The surfaces disturbed for ADA updates are exempt from SWMMWW drainage requirements; however, this exemption does not cover additional work, such as extending a sidewalk beyond what is necessary for the ADA update. The exemption is limited to the limits necessary for the ADA ramp/landing. By using the 2024 Manual, new surfaces created to meet ADA requirements would be exempt from Minimum Requirements #1-5. The remaining new and replaced hard surfaces would likely total less than 2,000 square feet, not necessitating a Stormwater Report. However, if our request to use the 2024 Manual is denied, the project would likely exceed the 2,000 square feet limit, triggering the need for a Stormwater Report that complies with Minimum Requirements #1-5 of the 2019 SWMMWW. If the variance is denied a change order will be requested to prepare a preliminary stormwater design report.

The 85% plans will include the following sheets:

- Cover Sheet with Vicinity Map and Index (1 sheet)
- Legend and Abbreviations (1 sheet)
- Topographic Survey Control (6 sheets)
- Site Preparation Plans and Details (6 sheets)
- Roadway and Sidewalk Paving Plans (6 sheets)
 - Roadway Details (2 sheets)



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- Drainage Plans and Details (if necessary)
- Pavement Marking Plans (6 sheets)
- Pavement Marking Details (2 sheets)
- RRFB Plans (5 sheets)
- RRFB Details (2 sheets)
- All-Way Stop plan (1 Sheet)
- WSDOT Work Zone Typical Traffic Control Plans Details (5 sheets)
- Curb Ramp Detail Plans (10 sheets)

The standard and custom design details will utilize City of Sumner and WSDOT standards.

Consultant Deliverables

- Comment response letter/matrix from 30% submittal.
- One electronic PDF copy of 85% Plans.
- 85% Electrical Supporting Calculation Package (if necessary)
- 85% Engineer's Opinion of Probable Costs (Cost estimate) in Excel format.
- 85% Special Provisions (except Division 1) in Word format
- Variance Request to use the 2024 SWMMWW
- Stormwater Memo documenting if any non exempt replaced hard surfaces

Task 4 — Final (100%) Design Plans, Specifications, and Estimates (PS&E)

4.1 100% (Final) Submittal

The 100% package will include completed drawings, special provisions, and the final Engineer's estimate. The 85% Design submittal comments will be incorporated into the submittal. No modifications to the basic project geometry, RRFB geometry is anticipated at the 100% design level. Modification of base project elements may require an adjustment to the schedule of milestones or the negotiated fee. The Consultant will make no further changes to the documents without the approval of the City. Any comments issued after the final submittal will warrant a change order.

Consultant Deliverables

- Comment response letter/matrix from 85% design submittal.
- One electronic PDF copy of Final Plans. Each sheet shall be stamped and signed by the responsible engineer from the Consultant and Subconsultant.
- 100% Electrical Supporting Calculation Package
- 100% Cost estimate in Excel format.
- 100% Special Provisions (except Division 1) in Word format.
- Final electronic CAD files.

Task 5 — Bid and Award Support

The Consultant will provide assistance during the bid and award of the construction contract. The following tasks will be provided on an as-needed basis. Written authorization from the City will be obtained prior to providing any of the following services:

- If requested, the Consultant will attend a pre-construction meeting with the construction contractor to assist the City in responding to questions and inquiries.

- If requested, the Consultant will assist the City during the bid period to answer any questions that arise concerning the PS&E documents, and will assist the City in preparing any addenda required.

Task 6 — Construction Phase Services (Optional)

Construction phase services may (or may not) be necessary as part of the project and as such, it is not possible to accurately budget for these services at the time of contracting. No fee has been prepared at this time. Should construction phase services be necessary, Transpo will provide these services on a time-and-materials basis with written authorization from the Client. Construction phase services could include, but are not necessarily limited to, the following:

- Shop drawing and cut sheet review
- Responses to contractor Requests for Information (RFIs)
- Record drawings
- Construction observation

Assumptions

The Consultant has developed this scope with the assumption that the project elements identified in the RFQ are the basis of design. Modifications to project elements, including the addition or removal of project elements such as new curbing, increased signage, relocation of improvements or additional pavement markings may require a negotiated fee and schedule modification between the Consultant and the City. The Consultant will notify the City as soon as possible of the anticipated impact of changes to project elements on fee and schedule.

This Scope of Services assumes the following:

- Computer Aided Drafting (CAD) will be performed using AutoCAD and Civil3D version 2024 or later
- All other deliverables besides the CAD files will be provided electronically via PDF and in their original file format.
- City of Sumner Public Works Department Standard Details and Specifications, as provided by the City, will be used for preparing design plans and specifications.
- The conceptual design attached to the scope of work is a feasible design with no major modifications necessary.
- WSDOT Standard Plan Foundations (J-Series) will be utilized for the RRFB Pole Foundations and no special foundation design will be required.
- No illumination analysis will be required at the pedestrian crossing locations as discussed in the RFQ.
- No additional Right-of-Way (ROW) is needed and Temporary Construction Easements (TCE's), if necessary, will be prepared by City. The Consultant will not provide the City with any legal descriptions or exhibits for any Temporary Construction Permits or Temporary Construction Easements for any of the project corridors.
- No relocation of franchise utilities is assumed as part of the project including those owned by Puget Sound Energy and telecommunication companies (i.e. Comcast, Lumen, Zayo, etc.)
- All projects are anticipated to meet the requirements for a SEPA categorical exclusion and no Consultant support for mitigation is included in this scope.
- Improvements are state funded and will not require NEPA or other federal permits.
- No retaining walls are anticipated on the project. Retaining walls, if required, will be under 4' in exposed face height, will be constructed using standard details and will not require structural design by a licensed Professional Engineer.
- No geotechnical explorations will be provided.
- Site-specific traffic control plans will not be developed. Traffic control will be completed via the MUTCD Part 6 or WSDOT Work Zone Typical Traffic Control Plans and referenced via notes and details on the plans.
- Permit procurement shall be the responsibility of the Contractor.



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- Potholing of underground utilities, if required, will be provided by the City or deferred to the construction phase of the project and done by the contractor. No scope or fee for potholing is included.

Additional services that are not included in this scope but may be added upon receipt of written authorization and adjustment to the scope of services, fee projection and schedule include:

1. Construction inspection and engineering support
2. All those services specifically excluded from the assumptions stated in the prior section

Cost Estimate Worksheet

Number / Project Name
25063 - Sumner Main St Crossings

Billing rates are effective from April 27, 2024 through April 25, 2025, within the ranges shown in the attachment.
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	Project Engineer	Project Engineer	Project Admin
initials	TN	BAS	OAB	TYK	CLF
labor category	Eng L4	Eng L7	AnyL L3	Eng L2	PA L4
cost rate	\$190.00	\$260.00	\$155.00	\$145.00	\$165.00

Labor:

	Work Task					Hours	Cost
1	Task 1 - Project Management						
2	1.1 Project Coordination (12 mo)	20				20	\$3,800
3	1.2 Progress Reports & Invoicing	4			6	10	\$1,750
4	1.3 Design Meetings (2, in person)	6			6	12	\$2,010
5							
6	Task 2 - Design Support Services	16	4	16		36	\$6,560
7							
8	Task 3 - Preliminary (30% & 85%) Design Services						
9	3.1 30% Submittal	20	7	75	69	171	\$27,250
10	Conceptual design & alternatives	8		50	45		
11	Exhibit preparation & QC	12	6	24	24		
17	3.3 85% Submittal	76	12	184	120	392	\$63,480
18	Civil Design including Curb Ramp Modeling	16		84			
19	Pavement Marking Design	12			24		
20	RRFB Design	12			24		
21	PS&E Preparation & QC	36	12	100	72		
22	Task 4 - Final (100%) Design PS&E	32	8	76	68	184	\$29,800
23	Civil Design	8		40			
24	Pavement Marking Design	4			16		
25	RRFB Design	4			16		
26	PS&E Preparation & QC	16	8	36	36		
27							
28	Task 5 - Bid and Award Support	10		12		22	\$3,760
29							
Total Hours		184	31	363	263	6	847
Labor Costs		\$34,960	\$8,060	\$56,265	\$38,135	\$990	\$138,410

Reimbursable Expenses:

	Item	Reimburs. Cost
1	Application	
2	Business Meals	
3	Mileage	\$200
4	Miscellaneous	
5	Models/Renderings/Photos	
6	Parking	
7	Records Filing	
8	Registrations	
9	Reproductions	
10	Shipping/Courier	
11	Specialty Software	
12	Supplies	
13	Traffic Accident Data	
14	Traffic Count Vendors	
15	Travel, Hotel, Taxi, & Air Fare	

Sub Total	\$200
Total (Cost)	\$200

Subconsultants:

	Firm	Subs. Cost
1	PACE Engineers - survey	\$33,441
2	PACE Engineers - storm drainage	\$15,858
3	Willamette Cultural Resources Associat	\$1,500
4		
5		

Sub Total	\$50,799
Total (Cost)	\$50,799

TOTAL ESTIMATE	\$189,500
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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

Transpo Group USA, Inc.

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

(C) Equal Employment Opportunity. Pursuant to applicable federal law, federal regulations and/ or a final and binding Presidential Executive Order 11473, all federally funded construction project contractors shall ensure compliance with federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

(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

(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 federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

(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: Operations Facility - PSE Easement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Easement
-

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager, 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.

In order to construct the Operations Facility, PSE will need to provide electric service to the project located at 14320 29th St. E. Per the design, PSE will be installing electrical facilities to serve the new project. PSE standards require an easement whenever PSE facilities are installed on private property. PSE has provided an underground electric easement that will give them the right to construct, operate, maintain, repair, replace, improve, remove, and extend utility systems for the purpose of transmission.

COUNCIL COMMITTEE/STUDY SESSION: PW Committee MEETING/STUDY SESSION DATE: 6/3/2025 COMMITTEE RECOMMENDATION: Do Pass
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STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor to execute any and all necessary easement documents with Puget Sound Energy, as part of the Operations Facility 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.

Puget Sound Energy, Inc.
Attn: ROW Department
3130 S. 38th Street
Tacoma, WA 98409
MLT



EASEMENT

REFERENCE #:
GRANTOR (Owner): **SUMNER, CITY OF**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PARCEL A LOT COMB 202207080001 / SW ¼ SE ¼ 12-20N-04E**
ASSESSOR'S PROPERTY TAX PARCEL: **042012-4-068**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, **CITY OF SUMNER**, a Washington Municipal Corporation ("Grantor" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in **PIERCE** County, Washington:

**PARCEL A, CITY OF SUMNER LOT COMBINATION RECORDED JULY 8, 2022
UNDER AUDITOR'S FILE NO. 202207080001, RECORDS OF PIERCE
COUNTY, WASHINGTON.**

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**AN EASEMENT AREA THAT IS TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF
SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF GRANTEE'S FACILITIES
LOCATED AS CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR
RELOCATED, LYING WITHIN THE ABOVE DESCRIBED REAL PROPERTY.**

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for the purposes of transmission, distribution and sale of electricity. Such systems may include:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

3. Easement Area Clearing and Maintenance. PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

4. Restoration. Following the initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner, its employees, agents or contractors or the negligence of third parties.

7. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

8. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign or apportion this Easement or rights hereunder to an affiliate or in connection with a merger, acquisition, corporate reorganization, pledge of assets as collateral, sale of assets or other change in control, joint venture, tenancy-in-common or sale of business lines.

9. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

10. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

11. Severability. Invalidity of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

12. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this _____ day of _____, 2025.

GRANTOR: **CITY OF SUMNER**, a Washington Municipal Corporation

BY: _____

TITLE: _____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ (Name), to me known to be the person who signed as _____ (Title), of **CITY OF SUMNER**, a Washington Municipal Corporation, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **CITY OF SUMNER**, for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said municipal corporation.

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

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____

SUBJECT: Resolution No. 1722: Pollution Prevention Assistance Program Agreement

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1722: Pollution Prevention Assistance Program
2. 2025-2027 PPA Contract

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

The Department of Ecology coordinates a program among multiple jurisdictions to provide free, non-regulatory site visits to businesses. These site visits address topics such as the proper management of dangerous waste and related regulations with the goal of preventing pollution, improving worker health/safety, and reducing liability to businesses. The City has participated in this program since it was piloted in 2011, and to date has completed over 600 visits to businesses.

This agreement provides reimbursement for the staff time needed to complete these visits and attend training in addition to purchasing necessary tools and equipment. For the 2025-2027 Washington State Biennium, the City will be able to request reimbursement for up to \$195,360.00, which will cover 130 site visits.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 6/3/2025 COMMITTEE RECOMMENDATION: Do Pass
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STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1722, authorizing the Mayor to enter into an agreement between the City of Sumner and the Washington State Department of Ecology related to pollution prevention assistance in a form as approved by the City Attorney.

RESOLUTION NO. 1722

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR POLLUTION PREVENTION ASSISTANCE.

WHEREAS, the City of Sumner and the Washington State Department of Ecology seek to enter into an intergovernmental agreement enabling the City of Sumner to provide free assistance to businesses in respect to dangerous waste management and regulations; and

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

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

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

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and Washington State Department of Ecology for the purpose of participation in the Pollution Prevention Assistance program, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

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

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

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

ADOPTED AND APPROVED this 16th day of June 2025

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney



IAA No. **Click or tap here to enter text.**

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

City of Sumner

THIS INTERAGENCY AGREEMENT (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “**ECOLOGY**,” and the City of Sumner hereinafter referred to as the “**CONTRACTOR**,” pursuant to the authority granted by Chapter [39.34](#) of the Revised Code Washington, Interlocal Cooperation Act.

THE PURPOSE OF THIS AGREEMENT is for the **CONTRACTOR** to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small quantity generators in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership.

WHEREAS, **ECOLOGY** has legal authority (RCW 70A.214 and RCW 70A.300) and the **CONTRACTOR** (other party) has legal authority (**City of Sumner has a phase II municipal stormwater permit with Ecology, and the permit requires the city to implement a stormwater management action plan that includes strategies to protect surface water from source points and non-point source pollution. The city passed an ordinance, 13.48.900 Source Control Responsibility, requiring businesses to assess potential pollutants and develop pollution prevention plans. The city provides voluntary technical assistance for this.**) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

The **CONTRACTOR** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work*, attached hereto and incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2025**, and be completed by **June 30, 2027**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

Compensation for this agreement will be released in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two can be up to the remaining percentage of the project budget. On or before August 15, 2026, Ecology will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second year of funding the CONTRACTOR, by June 30, 2026, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress of funding is limited, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. Ecology will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is **Model Toxics Control Account (23P), Model Toxics Capital Account (23N)**. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed **one hundred ninety-five thousand, three hundred sixty dollars, and zero cents (\$195,360.00)**, including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work*. ECOLOGY will not make payment until it has reviewed and accepted the work.

Travel expenses (meals, lodging, and POV mileage) will be reimbursed according to current state per-diem rates at the time of travel, not to exceed the total budget (see Appendix B, *Budget Detail*).

Expenses related to initial 24-hour (or 40-hour) HAZWOPER training, and required yearly 8-hour refresher training courses will be reimbursed as part of the quarterly invoicing submittal. Invoices for those training courses must be submitted as supporting documentation for the quarterly submittal.

State of Washington, Department of Ecology
IAA No. Click or tap here to enter text.
Entity Name: City of Sumner

Expenses for language services will be reimbursed in quarterly invoice submittals. CONTRACTOR must submit invoices from the language service provider, or time sheets for internal staff providing language services, to be reimbursed as part of quarterly invoice submittals.

Funds for the purchase of source control tools or equipment (e.g. spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be included in the Goods & Services Budget or Equipment Budget categories in Appendix B, *Budget Detail*. Any purchase of equipment or goods & services over \$1,000.00 not specifically listed in Appendix B, *Budget Detail* must be pre-approved by ECOLOGY in writing. When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at ECOLOGY's sole discretion.

Indirect rates for the contract will be paid as indicated in Appendix B, *Budget Detail*. Changes to the indirect rate may be considered by ECOLOGY. CONTRACTOR shall provide supporting documentation necessitating the change to the indirect rate to ECOLOGY. ECOLOGY's approval will be communicated by e-mail. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix B, *Budget Detail*. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B, *Budget Detail* may be adjusted between categories with ECOLOGY's preapproval, and if the total budget is not exceeded.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted electronically or by mail, on state form Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice shall bill for actual hours worked during the quarter. The actual hours billed may be higher (if the total budget compensation award is not exceeded) or lower than the FTE estimate in Appendix A, *Statement of Work*. Attach supporting documentation to the invoice. See Appendix A, *Statement of Work*, Sections 4, 5, and 11 for additional information (and Section 10, *Small Change Voucher Program*, if applicable).

Send invoices to:

State of Washington
Department of Ecology
Hazardous Waste & Toxic Reduction Program
Attn: Andrew Maher
4601 N. MONROE ST.
SPOKANE, WA 99205

OR

Email invoices and supporting documentation to both:
Andy Maher, anma461@ecy.wa.gov & Kristine Ray, kray461@ecy.wa.gov

Payment requests will be submitted on a Quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, *Statement of Work*, Section 11: *Invoices*, Table 11.1. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5. ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7. ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10. FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11. GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number .
- d. Appendix A, *Statement of Work*.
- e. Appendix B, *Budget Detail*.
- f. Appendix C, *Special Terms and Conditions*.
- g. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor,

and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

18. SUBCONTRACTORS

- a. CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved, there will be additional CONTRACTOR and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Identify whether subcontractor is certified with

Office of Minority and Women's Business Enterprises (OMWBE), WA Dept of Veterans Affairs (WDVA), or is a WA small business. Provide such information to ECOLOGY's representative.

- b. Subcontractor Payment Reporting Requirements – Access Equity:

This Agreement is subject to compliance tracking of subcontractor(s) spending using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises (OMWBE) at <https://omwbe.diversitycompliance.com/>. The CONTRACTOR and all Subcontractor(s) shall report and confirm receipt of payments made to the CONTRACTOR and each Subcontractor through Access Equity.

The CONTRACTOR may contact Robyn Crawford (rvan461@ecy.wa.gov; (564) 223-5487), Access Equity Contract Agent with Ecology's Hazardous Waste & Toxic Reduction Program for technical assistance in using the Access Equity system.

User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. ECOLOGY reserves the right to withhold payments from the CONTRACTOR for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The CONTRACTOR shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) days after ECOLOGY creates the file (Contract Record) in Access Equity.
- b. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after ECOLOGY creates the file (Contract Record) in Access Equity.
- c. Report the amount and date of all payments:
 - i. Received from ECOLOGY, and
 - ii. Paid to Subcontractors, no later than fifteen (15) days after the issuance of each payment made by ECOLOGY to the Contractor, unless otherwise specified in writing by ECOLOGY, except that the Contractor shall mark as "Final" and report the final Subcontractor payments into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year, June 30.
- d. Monitor contract payments and respond promptly to any requests or instructions from ECOLOGY or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or ECOLOGY, when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to:
 - i. Register in Access Equity and complete the required user training.
 - ii. Verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity.
 - iii. Report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein.
 - iv. Respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and
 - v. Coordinate with Contractor, or ECOLOGY, when necessary, to resolve promptly any discrepancies between reported and received payments.

19. SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

23. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:

Name: Andrew Maher
Address: 4601 N. Monroe St.
Spokane, WA 99205
Phone: (509) 290-7806 cell
Email: anma461@ecy.wa.gov

The City of Sumner Representative is:

Name: Robert Wright
Address: 1104 Maple St, Suite 260
Sumner, WA 98390
Phone: (253) 299-5708
Email: robertw@sumnerwa.gov

24. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

State of Washington
Department of Ecology

By:

Signature	Date
Katrina Lassiter	
Print Name	
Hazardous Waste and Toxics Reduction Program Manager	
Title	

City of Sumner

By:

Signature	Date
Kathy Hayden	
Print Name	
Mayor	
Title	

APPENDIX A

STATEMENT OF WORK

Section 1. Introduction

This statement of work is for the 2025 – 2027 biennial Interagency Agreement (IAA) for the Pollution Prevention Assistance (PPA) Partnership, which is overseen by the Washington State Department of Ecology (ECOLGY), Hazardous Waste & Toxic Reduction Program (HWTR).

The mission of the PPA Partnership is:

“We protect Washington’s residents and environment by helping small businesses reduce toxic chemical use, safely manage dangerous waste, and keep stormwater free of pollutants.”

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to businesses that are small quantity generators (SQGs) of dangerous waste. In this context an SQG is any business, non-profit, facility, school, or other organization that generates less than 220 pounds of dangerous waste per calendar month and less than 2.2 pounds of extremely hazardous waste per calendar month. The site visits, along with other pollution prevention activities conducted by the CONTRACTOR, will be designed to reduce or eliminate dangerous waste and other pollutants at the source through best management practices that prevent spills and discharges to ground, air, and water (especially to industrial wastewater and stormwater).

To further facilitate the reduction or elimination of toxic chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer alternatives. This program will be known as the “Product Replacement Program” or PRP.

PPA work for the 2025 – 2027 contract cycle is expected to fall within the below general proportions:

Table 1.1: PPA Work Tasks

PPA Work Tasks	% of Time Spent
Technical Assistance (TA) Visits¹ (See Appendix A, Statement of Work, Section 2 for more details)	70%
Unique Program Elements (See Appendix A, Statement of Work, Section 3 for more details)	20%
Training (See Appendix A, Statement of Work, Section 8 for more details)	10%
Other (Admin, staff meetings, etc.)	0%

¹ Approximately 10 – 15% of TA visits may involve Product Replacement Program visits.

The CONTRACTOR is expected to:

- Interact with other partners within the PPA Partnership to provide technical assistance and training and share resources and experiences.
- Set up alerts to receive notifications when requests for information have been made on the PPA Partnership SharePoint Discussion Board.
- Ensure at least one staff member is available to provide timely information and feedback to ECOLOGY's PPA Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.
- Act in a professional and ethical manner and avoid any conflict of interest that might influence the CONTRACTOR's actions or judgement.
- Disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this Agreement.
- CONTRACTORS will attempt to provide 40% of their services (visits and unique program elements) to businesses located within overburdened communities of Washington State. The Overburdened Communities of Washington State map provided by the Office of Financial Management is used to determine if businesses are located within an overburdened community.²
- CONTRACTORS are required to identify facilities within Overburdened Communities in Washington State during data entry into the Local Source Control Database.

Key staff, estimated FTE, and their roles are identified in Table 1. Please note, this is an estimate of time dedicated to this contract over the full two years of the contract; quarterly invoicing must reflect actual hours worked even if hours are higher or lower than the FTE estimate.

Key personnel changes (staff or manager leaving, new hires, etc.) must be reported to the Pollution Prevention Assistance Coordinator within **ten (10) business days**. Changes to key personnel must be documented with updated copies of the key staff table.

Table 1.2: Key Staff Table

Staff Name	Estimated FTE	Role
Joey Urquhart	.65	PPA Specialist
Robert Wright	.1	PPA Manager

Section 2. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, combined Initial Visits and Follow-Up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed "Basic Checklist" (Link in Appendix A, *Statement of Work*, Section 12: *Resources*), or enough data gathered to complete

² <https://geo.wa.gov/datasets/wa-ofm::overburdened-communities-of-washington-state/explore?location=47.246690%2C-121.952358%2C10.01>

data entry into the LSC Database (Link to database in Appendix A, *Statement of Work*, Section 12: *Resources*). It will either be the first complete visit to a site OR the first visit in two (2) or more years.

- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, **OR** you were interrupted during the visit and were unable to gather complete data, **OR** you discover that the facility does not exist anymore **OR** you discover that the business does not qualify for a visit under the PPA program (e.g., it is a medium or large quantity generator).
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However, a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-Up Visits must be conducted to resolve High Priority Environmental Issues (See Section Below).

Table 2.1: Total Number of Technical Assistance Visits

Number of Total Visits	130
Target for Initial Visits (60% of Total)	78

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2025 – 2027 technical assistance visits are listed in Table 2.2 *Technical Assistance Targets*.

ECOLOGY may direct a portion of technical assistance visits towards specific priority sources or contaminants.

CONTRACTORS will attempt to provide 40% of their services (visits and unique program elements) to businesses located within overburdened communities of Washington State. The Overburdened Communities of Washington State map provided by the Office of Financial Management is used to determine if businesses are located within an overburdened community.³ CONTRACTORS must identify facilities within Overburdened Communities in Washington State during data entry into the Local Source Control Database.

Table 2.2: Technical Assistance Targets

Technical Assistance Targets	Rationale for Selection
Transportation and Warehousing	The majority of land use in the city of Sumner is impervious surfaces dedicated to these industries. Businesses in these sectors constitute the largest drainage areas of stormwater and take the most time and energy to work with because of the size and complexity of their properties. Potential pollutants are BOD, Metals, Oil & grease, TSS, caustics, organo-chemicals (benzene, vehicle fluids), and solvents.
Multifamily, apartments, rental agencies	As more and more housing growth and development occurs in the city of Sumner, the need to ensure property managers and tenants of housing developments and HOAs are up to date on wastes generated and stored at their property. A big emphasis on managing stormwater run-off and preventing contamination.

³ <https://geo.wa.gov/datasets/wa-ofm::overburdened-communities-of-washington-state/explore?location=47.246690%2C-121.952358%2C10.01>

High Priority Environmental Issues

The below list is ECOLOGY's High Priority Environmental Issues list because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-Up Visit is justified but not necessarily required. The severity of the issue will help determine if a Follow-Up Visit is necessary. A Follow-Up Visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR.

When unable to resolve High Priority Environmental Issues, the Pollution Prevention Specialists will refer the issue to ECOLOGY or another appropriate agency. Serious concerns about impacts to human health and/or the environment warrant a consultation with ECOLOGY or other regulatory agencies to determine whether the issue needs to be referred.

High Priority Environmental Issues List:

- Hazardous waste being improperly designated.
- Hazardous waste being improperly disposed.
- Hazardous products / wastes being improperly stored.
- Compromised dangerous waste containers need to be repaired or replaced.
- Illegal plumbing connection.
- Illicit discharge of wastewater to storm drain.
- Improperly stored containerized materials.
- Improperly stored non-containerized materials.
- Leaks and spills in dangerous waste storage areas.

Visit Guidance

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

Prior to the Visit:

- Coordinate with other entities that may be conducting business visits in the area to reduce potential "inspection fatigue".
- Check with ECOLOGY Urban Waters Staff (where applicable) to ensure that the business is not currently being visited by Urban Waters Staff.
- Research site and issues prior to the visit using a combination of data sources, such as LSC Database (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) for previous visits or visit to similar businesses, industry resources, news articles, etc.
- To the extent possible, verify the site is not a medium or large quantity generator.
- Check to see if a sector specific Checklist or Tip Sheet is available on the PPA Partnership SharePoint site on the Checklists & Tip Sheets Page. (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) to help guide the visit.

During the Visit:

- Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).
- Ensure, at a minimum, all items on the Basic Checklist are reviewed.
- If while at the site, it becomes apparent the business is a medium or large quantity generator, either complete the visit and count it as a screening visit OR formally refer the dangerous waste portion to ECOLOGY to count it as a full initial visit.
 - This site should not be scheduled for future visits, unless it is likely their generator status has changed to qualify as an SQG.
- If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program, EnviroCertified, or other green business programs.
- If a Product Replacement Program (PRP) opportunity exists for the business, discuss the opportunity, terms and conditions, and steps to qualify as outlined in Appendix A, *Statement of Work*, Section 5, *Product Replacement Program*.
- Discuss spill response preparedness and offer spill kit for developing a plan. Funds can be used to purchase spill kits to provide to businesses. Occasionally, ECOLOGY will provide spill kits through a bulk order if funding is available.
- Photograph observed issues for before and after photos to use in writing up case studies.
- Activities that may be beneficial during the visit include, but are not limited to:
 - Walking the site (interior and exterior).
 - Checking storm drains.
 - Checking for illicit connections.
 - Checking dumpster and waste storage.
 - Providing handouts with technical information and guidance.
 - Ensuring necessary permits are in place.

Translation / Language Services – During the Visit

CONTRACTORS are required to have a language service in place to be able to provide real-time interpretation services to businesses when doing PPA and/or PRP visits. This will ensure that the business understands their commitment and the information being shared by PPA specialists.

CONTRACTOR staff can provide translations and interpretations for languages they speak fluently, if approved by the Pollution Prevention Assistance Coordinator. CONTRACTORS must have a service in place to provide language services for those languages not spoken by CONTRACTOR staff.

CONTRACTORS that do not have a service contract in place at the time of signing the contract must obtain a service contract within three months of signing the contract, or the contract will be subject to termination.

CONTRACTORS must submit invoices from language providers with supporting documentation during quarterly invoices. If the language providers are in-house staff, CONTRACTOR will provide timesheets showing the hours spent on language services and submit with supporting documentation.

End of Visit / After Visit:

- Provide written follow-up to the business to document the results of the visit. This can be done by leaving a copy of the checklist or other documentation with the business at the end of the visit, by using a commitment postcard (format available in Education & Outreach Documents on PPA

Partnership SharePoint), or by sending follow-up letters/emails, or alternatively by sending a “thank you” postcard if no issues were identified.

- If necessary, coordinate with other agencies (e.g., the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the information you are providing is consistent with the other agency’s regulations and/or best management practices.
- PPA Specialists will make referrals to ECOLOGY and other regulatory agencies as needed and document the referral in the Local Source Control (LSC) database (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

Section 3. Unique Program Elements

The CONTRACTOR will conduct the unique program elements for their PPA program as outlined in Table 3.1, below.

Table 3.1: Unique Program Elements

Unique Program Element	Description	Deliverable(s)
Mentoring Steering Committee	Provide guidance to new specialists through Know to Grow monthly learning sessions (formerly called the New Discussion Panel). Steering Committee members will develop agendas, topics, and help in the facilitation of these learning sessions. Steering committee members will: create a charter, workplan, and the development and implementation of mentoring bootcamp.	• Develop a charter for the workgroup by December 31, 2025. • Notes from steering committee meetings will be kept on the SharePoint site. • Develop a work plan for KTG sessions to determine agendas and topics and assign facilitators for the sessions. • Oversee logistics of the KTG sessions: collection, reviewing, and processing feedback to ensure continuous improvement. • Develop agenda, topics, and facilitation of the mentoring bootcamp.
PPA Mentoring Program (Part 1 of 3): • Know-2-Grow (K2G) sessions • One-on-one Co-Visits with mentor/mentee • Mentoring Bootcamp	Know-2-Grow (K2G) Sessions: Mentors will develop, facilitate, and lead monthly mentoring sessions.	Know-2-Grow (K2G) sessions. • Develop, facilitate, and lead monthly 1-hour-long mentoring sessions, as requested. • Mentors who do not currently have a mentor for field shadowing will be expected to participate in the K2G sessions and their mentoring obligations. • New mentees must attend at least 12 out of the 24 available

		sessions, choosing the ones that best fit their schedule/needs.
PPA Mentoring Program (Part 2 of 3): • Know to Grow (K2G) sessions • One-on-one Co-Visits with mentor/mentee • Mentoring Bootcamp	One-on-one Co-Visits with mentor/mentee: New specialists will be supported in gaining competence through shadow visits in the Mentor’s own jurisdiction, and can, at the discretion of the Mentor and their availability, practice “lead” visits in their own jurisdiction, or the Mentor’s. The intention is to help the new specialists prepare to conduct solo PPA site visits with confidence.	One-on-One Co-Visits with mentor/mentee • Provide guidance to new specialists to support them in gaining competence through co-visits in the Mentor’s own jurisdiction and, can, at the discretion of the Mentor and their availability, practice “lead” visits in their own jurisdiction, or the Mentor’s. The intention is to help the new specialists prepare to conduct solo PPA site visits with confidence. • Mentors will also ensure that all Checklists are covered, and issues are addressed in a professional and timely manner. • Commitments to mentors can range from in-person co-visits, one-on-one meetings (virtual or in-person), phone calls, emails, and possible travel to the mentee’s jurisdiction. • Mentors will be required to check in with mentees monthly to check on status and how things are going via phone, email, or video chat (Teams or Zoom)
PPA Mentoring Program (Part 3 of 3): • Know to Grow (K2G) sessions • One-on-one Co-Visits with mentor/mentee • Mentoring Bootcamp	Mentoring Bootcamp: Mentors will actively participate in a “Mentoring Bootcamp” workshop to be held as needed. This will be in person and date to be determined. The goal of the mentoring bootcamp is to clearly outline mentor expectations and promote consistency throughout the PPA partnership.	Mentoring Bootcamp: • Participation in an in-person day-long mentoring bootcamp at Ecology’s Northwest Regional Office, as needed. • Mentors should have basic dangerous waste/stormwater knowledge, and one contract cycle completed in PPA. • Notes and resources from the mentoring bootcamp will be

		placed on the PPA SharePoint site.
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Section 4: Partnership Branding and Outreach

When unique outreach or education materials are developed by the CONTRACTOR using PPA Partnership funds, a draft must be sent to ECOLOGY for review and approval. To the extent feasible, the CONTRACTOR must utilize the Partnership's branding tools and templates available to produce these materials. The intent of this requirement is to facilitate a unified branding image and consistent messaging across the Partnership. The Partnership logo and other branding resources are available on the PPA Partnership SharePoint Publications & Handouts site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

It may be appropriate to include funding acknowledgement on some outreach materials. The CONTRACTOR will consult with ECOLOGY's PPA Partnership Coordinator to determine whether funding acknowledgement is required.

Finalized materials which may be useful to other Partnership contractors should be provided to ECOLOGY for upload to the PPA Partnership SharePoint Publications & Handouts site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

Each CONTRACTOR must maintain a PPA webpage which meets the minimum requirements. See PPA Partnership SharePoint site for requirements. (Link in Appendix A, *Statement of Work*, Section 12: *Resources*)

Section 5: Product Replacement Program (PRP)

The Product Replacement Program's (PRP) mission is to safeguard the health of all Washingtonians and preserve their environment by providing financial resources and technical support to businesses to reduce the use of targeted toxic chemicals and heavy metals in consumer products and industrial processes. PRP removes and replaces products, processes, or technologies that use toxic chemicals to prevent them from entering the environment. One of the best and most effective ways to prevent further environmental contamination, protect water quality, and reduce human health risk, is to eliminate these toxic chemicals at the sources. The PRP assists businesses with switching to safer alternatives.

PPA contractors are integral to the PRP. The CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer alternatives. The CONTRACTOR will assist ECOLOGY in implementing PRP projects by promoting participation, making recommendations, assisting with required paperwork, and conducting technical assistance and confirmation visits.

PRP projects include, but are not limited to:

- Degreasers in parts washing systems in the automotive repair sector by visiting automotive repair facilities, discussing the program, assisting with required paperwork, and completing the final

visit after new machine installation. Guidelines for this program are outlined in separate documents and posted on the PPA Partnership SharePoint (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

- Educate schools, recreation centers, local retailers, and salons on opportunities to switch to safer chemicals used in chemistry and art labs, foam cubes in tumbling pits, receipts used in cash registers, and cosmetics products used in salons are potential PRP projects during this contract cycle.

The CONTRACTOR will suggest new PRP projects to Ecology based on opportunities they see during technical assistance visits. A PPA-PRP Committee will assist Ecology in the development of new projects, how to implement and market them, and develop training on implementation for the larger Partnership.

ECOLOGY, in collaboration with the PPA Partnership, will develop procedures and criteria, which must be met for a business to receive reimbursement for any of the chemicals or products included in the PRP. Final guidelines for each project will be posted on the PPA Partnership SharePoint page and training for implementation will be provided at webinars or All-Staff meetings.

PRP payments for reimbursement to the business will come directly from ECOLOGY and are not included with the CONTRACTOR's funding compensation associated with this contract. Payment will be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. To facilitate these payments, the CONTRACTOR shall assist ECOLOGY in maintaining records indicating how the business qualified for the PRP reimbursement per the PRP program's eligibility criteria. Each PRP program will have specific records requirements, and all records will be maintained on ECOLOGY's PRP SharePoint Site. The required records may include copies of the program voucher, product invoices, disposal receipts, recycling receipts, state payee forms, along with any other documentation required by ECOLOGY to reimburse the business. Requirements for each PRP Program will be available under Product Replacement Program on the PPA SharePoint site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

The CONTRACTOR will provide technical assistance to the businesses to help ensure the business qualifies for a PRP reimbursement payment from ECOLOGY by completing the required steps, unless otherwise specified in guidelines developed specific to an individual reimbursement. Specific requirements for individual reimbursement programs are maintained on the PPA Partnership SharePoint site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

Required Steps

- CONTRACTOR conducts an initial technical assistance visit, reviews all aspects of the PPA basic checklist on the PPA SharePoint Site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) with the business, and identifies any issues that need to be addressed before moving forward with a product replacement program.
- CONTRACTOR provides the business with recommendations to reduce or eliminate a qualifying chemical or product based on the currently active product replacement programs (see ECOLOGY's PRP website for active programs) (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

- CONTRACTORS review and complete the PRP voucher (if required for that specific PRP project) with the business. CONTRACTORS provide copies (photographs or scanned copies) of the completed and signed voucher to the Product Replacement Coordinator who reviews and approves the business to make the purchase of approved products or equipment.
- CONTRACTOR assists businesses as needed with paperwork required to apply for reimbursement, including a state payee registration form.
- CONTRACTOR must communicate to the businesses that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.
- Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the PRP reimbursement.
- Business submits receipts for the product or equipment purchase and installation to ECOLOGY's PRP Coordinator. This submittal may be facilitated through the CONTRACTOR's representative for some PRP projects.
- CONTRACTORS may be requested by ECOLOGY to verify through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met.

For information about an optional voucher program that the CONTRACTOR can provide directly to a business, see Appendix A, *Statement of Work*, Section 10, *Small Change Voucher Program*.

Section 6: Timeline

Table 6.1: Timeline

Time Period	Goal for # of Site Visits	Unique Program Element Activities	Technical Assistance Target Activities
July 1, 2025 – December 31, 2025	30	Mentoring	Transportation and warehousing
January 1, 2026 – June 30, 2026	30	Mentoring	Transportation and warehousing
July 1, 2026 – December 31, 2026	35	Mentoring	Multifamily, property managers
January 1, 2027 – June 30, 2027	35	Mentoring	Multifamily, property managers

Section 7: Local Source Control (LSC) Database

Information gathered during technical assistance site visits by the CONTRACTOR must include all the elements that are listed in the most up to date PPA Basic Checklist (check PPA Partnership SharePoint site for details) and be entered into ECOLOGY's LSC database (Link in Appendix A, *Statement of Work*,

Section 12: *Resources*). The following guidance applies to all technical assistance visits, unless other discussed with ECOLOGY:

- Collect enough information to complete all the applicable fields in ECOLOGY’s LSC database (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) and enter it into the database **within fifteen (15) workdays** of the visit.
- If you make a referral to a regulatory agency, enter the information about the referral into the database **within fifteen (15) workdays** of the referral.
- Ensure that data entry is complete and accurate.
- At a minimum, all elements on the most recent version of ECOLOGY’s PPA Basic Checklist must be checked at each business visit. Specialists must attest that they have verified all elements.
 - Additional sector specific checklists are available on the ECOLOGY PPA Partnership SharePoint Site.
 - CONTRACTOR may substitute use of their own version(s) of the checklist(s) if it contains all elements of ECOLOGY’s PPA Basic Checklist and has been reviewed and approved by ECOLOGY.
- Refer to the LSC database (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) instructions posted in the database interface or contact ECOLOGY PPA Staff for assistance with database entry.
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws.

Section 8: Training

ECOLOGY expects the CONTRACTOR to provide basic training to newly hired PPA Specialists, while ECOLOGY will offer additional training to support PPA activities, especially site visits to small businesses. ECOLOGY will provide additional training to ensure that CONTRACTOR’s staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the PPA Partnership. This will include emerging issues and forums for sharing best practices, strengthening the PPA Partnership. ECOLOGY, along with In-House Mentors and PPA Mentors, will support new PPA Specialists. Within two weeks of notice of hire, ECOLOGY will send a “welcome email” with instructions for accessing the PPA Partnership SharePoint, LSC Database, and training resources. All PPA Specialists must set up weekly (or more frequent) alerts for the SharePoint Discussion Board.

HAZWOPER 24-hr. Certification

ECOLOGY requires PPA specialists to obtain and maintain, at a minimum, a 24-hr HAZWOPER certification and refresher class. CONTRACTORS are allowed, and encouraged, to obtain the 40-hr HAZWOPER and refresher but are not required to obtain that level of training.

CONTRACTORS will be responsible for finding, registering, and paying for the HAZWOPER certification and refreshers themselves. CONTRACTORS will submit copies of class registration and paid invoices to ECOLOGY for reimbursement during quarterly submittals.

New PPA Specialist Training Modules & Know-2-Grow (K2G) Learning Sessions

ECOLOGY ensures PPA Specialists are well-prepared by offering foundational and ongoing training, requiring consistent participation for effective program delivery. Foundational training includes self-paced online modules on ECOLOGY's SharePoint, to be completed within the first quarter. Completion is tracked. Monthly live "Know 2 Grow" (K2G) sessions, led by PPA Mentors, provide interactive training via Microsoft Teams (except July & December). Sessions are typically on the second Thursday, 10:00–11:00 a.m., and may occasionally be adjusted, with advance notice provided.

Table 8.1: Know 2 Grow (K2G) Session Schedule

2025	2026	2027
August 14, 2025	January 8, 2026	January 14, 2027
September 11, 2025	February 12, 2026	February 11, 2027
October 9, 2025	March 12, 2026	March 11, 2027
November 13, 2025	April 9, 2026	April 8, 2027
	May 14, 2026	May 13, 2027
	June 11, 2026	June 10, 2027
	August 13, 2026	
	September 10, 2026	
	October 15, 2026	
	November 12, 2026	
Attendance Requirement: All new PPA Specialists who have not yet attended ten (10) K2G monthly sessions are required to attend. PPA Mentors are required to attend every K2G session. Mentors must notify the PPA Partnership Coordinator if they will not be able to attend.		

One-on-One Field Mentoring

The CONTRACTOR will provide new PPA specialists with mentoring from experienced specialists (In-House PPA Mentors), focusing on internal procedures and site visits. If no In-House Mentor is available, ECOLOGY will assign a one-on-one mentor. The duration of the one-on-one mentoring will be dependent on the new specialist's prior experience and will be agreed upon following evaluation by Ecology and discussions with the specialist. Additionally, the PPA Mentoring Program connects new specialists with mentors through K2G sessions, Webinars, All-Staff training(s), and the Discussion Board. Specialists are encouraged to seek out additional mentoring support for problem-solving, sector research, and field mentoring. Field mentoring involves site visits with the new specialist observing the mentor and serving as a backup specialist during field work. New specialists will gradually take over the lead duties during field work to prepare for full-time lead duties and to prepare for ECOLOGY's Shadow Workday. Field mentoring visits must occur before the ECOLOGY PPA Shadow Workday. For more details, refer to the New Specialist Training Plan (Appendix A, Statement of Work, Section 12: Resources).

Ecology Shadow Workday (Ecology Approval)

Once the PPA Mentor and new PPA Specialist agree on readiness, ECOLOGY staff will accompany the specialist on a few technical assistance visits (Ecology Shadow Workday). During these visits, the specialist will demonstrate their ability to engage with site contacts and present the PPA program, including waste management, spill prevention, stormwater pollution, and toxics reduction. After the

shadow workday, the specialist will inform ECOLOGY once the LSC database entries are complete and provide any follow-up materials for review.

Ecology PPA Specialist Approval Process

ECOLOGY must explicitly approve the new PPA Specialist before they can conduct solo PPA site visits under this contract. To gain approval, the new PPA Specialist must:

- Complete all online training modules.
- Attend required PPA webinars and monthly Know-2-Grow (K2G) sessions.
- Complete Shadow Workday with ECOLOGY.
- Submit follow-up materials and LSC database entries from the sites visited during the Shadow Workday.

ECOLOGY may require the New PPA Specialist to undergo additional mentoring before granting approval.

All-Staff Training for all PPA Specialists

All-Staff Trainings will be planned and conducted by teams of PPA Specialists from two or three PPA Partners, who have signed up to plan these trainings as a unique program element. When appropriate, these trainings will be held in-person to facilitate interaction and networking between PPA Specialists, ECOLOGY, and invited presenters.

Training topics at All-Staff Trainings are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Typically, these trainings are held the second Wednesday in September/October and March/April. The in-person trainings are typically scheduled to run between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed. ECOLOGY must pre-approve overnight travel if it is being charged to the PPA partner budget.

When trainings are held virtually online, the training will typically be scheduled for 8:30 a.m. to 12:00 p.m. across two days, usually a Tuesday and Wednesday.

Attendance Requirement: Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA Specialist per jurisdiction to attend the All-Staff Training. This person is responsible for disseminating information back to the PPA Specialists from that jurisdiction. Managers are welcome to attend the All-Staff Trainings but are not required to attend.

Generally, training substitutions are not allowed for the All-Staff Training, however, exceptions may apply. PPA Coordinator must approve non-emergency absences or training substitutions at least two weeks prior to the training.

Monthly Webinar Trainings

ECOLOGY conducts monthly webinar trainings during most of the months of the year. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work.

Suggestions on topics and speakers are welcomed from PPA Partners. ECOLOGY will also ask PPA Partners to present on case studies.

These meetings are one and a half hour (1.5 hours) sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to nine (9) webinars will be scheduled each contract year. See Table 8.2 for the tentative training schedule.

Attendance Requirement: Each PPA Specialist must attend at least seven (6) of the nine (8) Webinars each contract year (July 2025 through June 2026 and July 2026 through June 30, 2027, for the current contract). **Table 8.2** below contains a tentative training schedule for monthly webinars and the twice annual All-Staff meetings; ECOLOGY will communicate the final schedule to the CONTACTOR. For those months identified as “Webinar or All-Staff”, there might be an All-Staff meeting planned for that month. If there is no All-Staff for a given month, then there will be a webinar planned for that month.

Other training courses, relevant to PPA Specialists’ work, may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by the PPA Coordinator at least two weeks in advance of the Webinar that will be missed by the Specialist.

Table 8.2: Tentative Training Schedule (Subject to Change)

Date	Training Type	Date	Training Type
July 2025	No Training	July 2026	No Training
August 13, 2025	Webinar	August 12, 2026	Webinar
September 10, 2025	Webinar or All-Staff	September 9, 2026	Webinar or All-Staff
October 8, 2025	Webinar or All-Staff	October 14, 2026	Webinar or All-Staff
November 12, 2025	Webinar	November 10, 2026	Webinar
December 2025	No Training	December 2026	No Training
January 14, 2026	Webinar	January 13, 2027	Webinar
February 11, 2026	Webinar	February 10, 2027	Webinar
March 11, 2026	Webinar or All-Staff	March 10, 2027	Webinar or All-Staff
April 8, 2026	Webinar or All-Staff	April 14, 2027	Webinar or All-Staff
May 13, 2026	Webinar	May 12, 2027	Webinar
June 10, 2026	Webinar	June 9, 2027	Webinar
Attendance Requirement: Each PPA Specialist must attend at least seven (6) of the nine (8) scheduled Webinars each year. PPA Specialists must attend both All-Staff Trainings unless prior approval has been obtained from the PPA Coordinator.			

Section 9: Reporting and Contract Changes

Quarterly Progress Reports

A brief progress report shall be submitted quarterly with each invoice (See Schedule in Appendix B, *Statement of Work*, Section 11, Table 11.1, *Invoicing Schedule*). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on unique program elements, and any other information regarding contract performance that should be brought to ECOLOGY's attention. The Quarterly Progress Report should **ONLY** include the status of the work conducted during the quarter and **NOT** include a roll-up of progress to-date since it serves as backup documentation for the expenses included in the quarterly invoicing. See Appendix A, *Statement of Work*, Section 11, *Invoicing*.

Annual Reports

Annual Reports are used to briefly summarize contract status to-date including number of site visits performed, unique program element activities conducted, Technical Assistance target activities conducted, lessons learned, and budget status, progress towards goal of 40% of visits in Overburdened Communities in Washington State. Annual reports shall be provided to ECOLOGY by **July 31, 2026, and July 30, 2027**. The report shall include two to three "case studies" of a business or organization that benefitted from a PPA site visit. Photographs of the business before and after the visit, showing the beneficial changes should be provided, if possible. The second-year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available on the PPA Partnership SharePoint. ECOLOGY will request, with advanced notice, that PPA CONTRACTORS provide presentations on their case studies at Webinars and/or All-Staff Trainings.

Contract Changes

Any of the following changes shall be reported to the ECOLOGY PPA Partnership Coordinator within **10 business days**.

- Key personnel changes (staff or manager leaving, new hires, etc.). Changes to key personnel must be documented with updated copies of the key staff table.
- Initiation of, or changes to, a subcontract. See Section 18 *Subcontractors* of the Interagency Agreement for specific information that is required regarding subcontractors.

Section 10: Small Change Voucher Program

The CONTRACTOR will offer businesses vouchers for the cost of pollution prevention equipment or other recommendations, in accordance with the procedures developed for this voucher program. Payments will be made directly by the CONTRACTOR to the business. Examples of qualifying equipment or costs include but are not limited to; secondary containment, drum covers, drum funnels with lids, infrastructure changes, substitution of less toxic products, and catch basin cleaning. The CONTRACTOR must maintain records for each of their voucher reimbursement payments, and ensure a business is limited to one voucher per calendar year. Each voucher payment will be capped at \$500.00 or less. These reimbursements will come from the Small Change Voucher Program budget category (see

Appendix B, *Budget Detail*). Documentation of voucher payments will be submitted to ECOLOGY with the quarterly invoice (See Appendix A, *Statement of Work*, Section 11 *Invoicing* for more details).

The CONTRACTOR will follow the procedures approved by ECOLOGY and housed on the PPA Partnership SharePoint (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

Section 11: Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4 *Billing and Payment Procedures*). In addition, the following information is provided:

- See also Appendix A, *Statement of Work*, Section 5: *PRP* and Appendix A, *Statement of Work*, Section 10: *Small Change Voucher Program* for additional information on submitting invoices and reimbursement requests for those programs.
- The Invoice Voucher (form A19-1A) (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) must have an approved electronic signature method if submitted electronically. Acceptable signature formats include the following.
 - Adobe Acrobat Certificate-Based Signature, which requires BOTH a scanned signature image and Adobe information. Signers do not need an Adobe PRO license, only the person preparing the document for their signature needs an Adobe PRO license.
 - Scanned image of signature. Copy and paste the scanned wet signature into the document itself.
 - Typed name and “signed electronically” with the signature date included in the signature line.
 - Other methods approved by Ecology.
- If submitting a scanned or electronic copy, the CONTRACTOR will retain the original signed A19-1A in CONTRACTOR’s records, per ECOLOGY’s record retention requirements.
- Supporting documentation may be submitted via email to Kristine Ray (kray461@ecy.wa.gov) and Andy Maher (anma461@ecy.wa.gov). Refer to Section 3 *Compensation* for additional details on what is required for supporting documentation.
- Each invoice shall only bill for actual hours worked during the quarter, which may be higher or lower than the FTE estimate in Appendix A, *Statement of Work*, Section 1, *Introduction*, Table 1.2 – Key Staff Table. Actual hours worked should include dates worked, staff names, titles, hourly salary/benefit rate, hours worked, final \$.
- Quarterly invoicing will follow the schedule in Table 11.1, *Invoicing Schedule*.

Table 11.1: Invoicing Schedule

Quarter in Contract Cycle	Months in Quarter	Invoice Due Date
1	July, August, September 2025	November 10, 2025
2	October, November, December 2025	February 10, 2026
3	January, February, March 2026	May 11, 2026
4	April, May, June 2026	July 31, 2026*

Quarter in Contract Cycle	Months in Quarter	Invoice Due Date
5	July, August, September 2026	November 10, 2026
6	October, November, December 2026	February 10, 2027
7	January, February, March 2027	May 10, 2027
8	April, May, June 2027	July 30, 2027*
* - Earlier due date during these quarters due to end of fiscal year requirements.		

Section 12: Resources

The following are links to resources and materials referenced in this contract. Links and resources listed are subject to change.

- PPA Partnership SharePoint:
 - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership>
- PPA Partnership SharePoint Discussion Board:
 - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/Lists/Discussion%20Panel/AllItems.aspx?viewid=04db004f%2Dc450%2D417a%2Db727%2D77d2fb734816>
- PPA Basic Checklist:
 - <https://stateofwa.sharepoint.com/:w:/r/sites/ECY-HWTR-PPA-Partnership/Checklist%20%20Tip%20Sheets/Pollution%20Prevention%20Assistance%20-%20Basic%20Checklist.docx?d=w1179aa4654674c17940dd22abefbdf5d&csf=1&web=1&e=KWSL9y>
- PPA Business Sector Checklists & Tip Sheets:
 - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/Checklist%20%20Tip%20Sheets/Forms/AllItems.aspx>
- PPA Publications & Handouts
 - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/SitePages/Publications-%26-Handouts.aspx>
- PPA PartnerWeb Product Replacement Program:
 - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/SitePages/Product-Replacement-Program.aspx>
- LSC Database:
 - <https://secureaccess.wa.gov/ecy/lsc/Home.aspx>
- PPA Partner Website Required Elements:
 - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/SiteAssets/PPA%20-%20Partner%20Website%20Elements.docx?web=1>
- Invoice Voucher A19-1A:

- <https://des.wa.gov/sites/default/files/public/documents/HRPayroll/SACS/A-19-1AForm.doc?=5c82f>
- New Specialist Training Plan – Read First!
 - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/New%20Specialist%20Training/Read%20First%20%E2%80%94%20New%20Specialist%20Training%20Plan.pdf>
- Ecology's Product Replacement Program Website:
 - <https://ecology.wa.gov/Waste-Toxics/Reducing-toxic-chemicals/Product-Replacement-Program>

APPENDIX B
BUDGET DETAIL

See Section # 3 *Compensation* and Section # 4 *Billing and Payment Procedures*, for additional instructions.

Category		Amount
Salaries		\$136,000.00
Benefits		\$46,360.00
Subcontracts		\$0.00
Goods & Services (see Table A Below)		\$2,000.00
Equipment (see Table B Below)		\$5,000.00
Travel / Training		\$4,000.00
Small Change Voucher Program (See Section XI)		\$2,000.00
Subtotal Direct Costs		\$195,360.00
Indirect Costs*	Rate (%)	0%
	Indirect Amount	\$0.00
Total Award		\$195,360.00

* ☒ No Indirect Charged

Table A: Goods & Services

Goods & Services over \$1,000 must be listed here or approved by ECOLOGY PRIOR to reimbursement.	Estimated Cost

Table B: Equipment

Equipment over \$1,000 must be listed here or approved by ECOLOGY PRIOR to reimbursement.	Estimated Cost

APPENDIX C

SPECIAL TERMS AND CONDITIONS

- 1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion
 - a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in [The System for Award Management](#) and print a copy of completed searches to document proof of compliance.
-

SUBJECT: Stormwater Comprehensive Plan Update - Consultant Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$302,628

Within Budget Allocation: Budget Amendment

ATTACHMENTS:

1. Consultant Contract w/ Scope & Fee
-

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

The City's Stormwater Comprehensive Plan was last fully updated in 1992, with the list of capital project priorities having been last updated in 2020. The regulatory requirements and land use assumptions that served as the basis of the comprehensive plan have dramatically changed. Aside from updating the plan, new models for existing stormwater basins will be created. These models will help determine the remaining or exceeding capacity of the City's drainage basins.

One (1) Statement of Qualifications was received on March 18, 2025 for this project. Parametrix was selected to provide consulting services for this project through a qualification-based selection process. Parametrix has completed the previous stormwater capital and comprehensive plan updates. An agreement with a maximum amount payable of \$302,628 was negotiated for the design of the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/3/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Parametrix, in an amount not-to-exceed \$302,628 for the Stormwater Capital Improvement Plan Update, substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT

between the CITY OF SUMNER and

Parametrix

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Parametrix, organized under the laws of the State of Washington, located and doing business at 1019 39th Avenue SE, Suite 100, Puyallup, WA 98374, 253-604-6600 (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

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

See Exhibit A – 2025 Surface Water Comprehensive Plan and Capital Improvement Plan Update (CIP 25-02). Should any provision of Consultant's scope of work/engagement letter conflict with any provision of this agreement, this agreement shall govern.

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

II. TIME OF COMPLETION. The Parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2026.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$302,628.00 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 Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession in the legal services industry.

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

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

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

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

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

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

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

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

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Notwithstanding, the foregoing, any claims alleging professional negligence are not subject to arbitration and shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to

this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VII of this Contract.

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

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

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

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

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

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

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

J. Consultant's Employees – Employment Eligibility Requirements (E-Verify). The Consultant and any subcontractors shall comply with E-Verify as set forth in Sumner Municipal Code Chapter 3.30. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Consultant shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any subcontractor in the performance of work under this contract, or

any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Consultant. Upon execution of this Contract, the Consultant shall provide proof of compliance with this section by filling out and signing the attached Certification of Compliance with Sumner's Municipal Code 3.30 "E-Verify" attached hereto as Exhibit B.

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

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

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

CONSULTANT: By: _____ <i>(signature)</i> Print Name: _____ Title: _____ <i>(Title)</i> DATE: _____	CITY OF SUMNER: By: _____ <i>(signature)</i> Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> <i>(Title)</i> DATE: _____ By: _____ <i>(signature)</i> Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i> DATE: _____ Approved as to Form: Attest: _____ Approved as to form: _____ _____ City Clerk City Attorney DATE: _____ DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Jeff Coop, PE, CFM, Senior Engineer Parametrix 1019 39th Avenue SE, Suite 100 Puyallup, WA 98374 253-604-6676 jcoop@parametrix.com	NOTICES TO BE SENT TO: CITY OF SUMNER: Robert Wright, Assistant Engineering Manager City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5708 robertw@sumnerwa.gov

**City of Sumner
2025 Surface Water Comprehensive Plan
and Capital Improvement Plan Update**

Introduction

The City of Sumner (City) initial Stormwater Comprehensive Plan (Comprehensive Plan) was initially prepared in 1992. The 1992 Comprehensive Plan included extensive Hydrologic and Hydraulics (H&H) modeling to help identify problem areas and project solutions. The 1992 Comprehensive Plan also includes environmental, water quality, and regulatory considerations. The Capital Improvement Plan (CIP) portion of the 1992 Comprehensive Plan was updated in 2004, 2011, and 2020. As part of the 2020 CIP update, the Stormwater Management Action Plan (SMAP) was developed as required by the National Pollutant Discharge Elimination System Western Washington Phase II Municipal Stormwater Permit (NPDES Permit) promulgated by the Washington State Department of Ecology (Ecology).

The City desires to update the Comprehensive Plan and CIP based on the following:

- Updated stormwater modeling based on changes in land cover assumptions and changes in modeling software.
- Changes in regulations and regulatory references.
- Changes in development.
- General mapping of areas where low impact development (LID) infiltration best management practices (BMPs) may not be technically feasible based on underlying soil or groundwater constraints or slope constraints.
- Changes in CIP projects due to changes in project needs and/or priorities.
- Changes in CIP costs based on rapid price changes since 2020.
- Changes in the NPDES Permit regarding SMAP implementation.
- Changes in the NPDES Permit requiring Stormwater Management for Existing Development (SMED).

This scope of work (scope) has been prepared for the services associated with updating the Comprehensive Plan and CIP based on the factors identified above. The following general assumptions apply to the project. Parametrix can provide support for the following through a scope modification.

- State Environmental Policy Act checklist and determination. This will be prepared by the City.
- Rate analysis. This will be prepared by others through a separate contract directly with the City.
- Public involvement. This will be led and implemented by the City.

Task 01 – Project Management

Objectives

The objective of this task is to provide overall project management of the consultant contract with the City.

This task includes general management functions and QC reviews that include the following:

- Preparation of the Project Management Plan.
- Meetings with the City.
- Parametrix internal meetings.
- Project Planning – Document and communicate the scope, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Monthly progress reports and invoicing.
- Written correspondence as needed to document decisions provided by the City.
- QC reviews of draft deliverables prior to submittal to City.
- QC reviews of final deliverables prior to submittal to City.

Deliverables

Deliverables for this task include:

- Monthly progress reports enclosed with invoices.

Assumptions

Assumptions for this task include:

- Project duration is 12 months and is based on the attached schedule (Attachment A).
- Budget assumes the following for meetings:
 - Up to 39 hours for meetings with the City at the beginning of task for general coordination, present findings, to resolve review comments, and general coordination.
 - Up to 40 hours for Parametrix internal team meetings and coordination.

Task 02 – H&H Modeling

Objective

This task will be to prepare the H&H modeling for the 2025 Comprehensive Plan Update.

Approach

- Coordinate with City to confirm priority areas for modeling.
- Coordinate with City to obtain readily available existing systems data.
- Field survey at priority areas.

- Develop StormShed3G models for 25-year design event for subareas associated with each selected priority area.
- Create U.S. Environmental Protection Agency (EPA) Storm Water Management Models (SWMMs) for each subarea associated with each selected priority area.
- Prepare models for:
 - Existing land cover with existing stormwater infrastructure.
 - Future land cover with existing stormwater infrastructure.
 - Future land cover with future stormwater infrastructure.
- Meet with City to discuss results of problem areas and potential solutions.
- Prepare summary and documentation for Comprehensive Plan Update.

Deliverables

Deliverables for this task include:

- Model files for existing and future land cover conditions with existing stormwater infrastructure.
- Model files for future land cover conditions with future stormwater infrastructure.

Assumptions

Assumptions for this task include:

- Single event hydrograph will be used for CIP development. The hydrograph will be for a 24-hour duration and a 25-year design recurrence interval. The hydrographs will be developed based on the Santa Barbara Urban Hydrograph methodology within StormShed3G.
- Conveyance systems will be modeled using the SWMM promulgated by the EPA.
- Model calibration will be prepared for only one basin. Model calibration will be based on comparing model results to available known or anecdotal information. Flow monitoring and flow calibration can be provided through a scope modification.
- The budget estimate includes up to 8 mobilizations or up to 80 hours for a survey crew to obtain survey data for priority areas and up to 80 hours for data processing and base map preparation for integration with the CAD file base map. Sites to be surveyed will be identified prior to mobilization.
- There will be no private utility field locating, property corner survey, or right-of-way calculations. City-owned utilities will be located by the City prior to field survey.

Task 03 – LID Feasibility

Objective/Goal

Prepare geographic information system (GIS) web map that shows locations where LID infiltration BMPs may be feasible or infeasible.

Approach

- Obtain GIS soil layers from Natural Resources Conservation Service.
- Obtain GIS ground slope layers from the City, Pierce County, or other readily available GIS sources.
- Obtain water well locations from Ecology GIS mapping.
- Meet with City to obtain project site geotechnical information to provide site-specific information to support map development.
- Prepare a GIS web map compatible with City online GIS mapping resources to show where LID may be less likely to be infeasible based on low infiltration rates, groundwater elevations, slopes, or proximity to water supply wells.
- The map will be based on the factors identified above. Other factors that limit feasibility of infiltration and LID BMPs can be discussed in the Comprehensive Plan but applicability would need to be addressed on a case-by-case basis by future project proponents. Such factors include proximity to tanks, basements, utilities, land uses requiring oil control, and other factors identified in Ecology's Stormwater Management Manual for Western Washington.

Deliverables

Deliverables for this task include:

- Draft and final GIS web map.

Assumptions

Assumptions for this task include:

- The GIS map will be prepared in a format that can be updated in the future by City staff.

Task 04 – CIP List Update

Objective/Goal

Prepare an updated list of capital projects.

Approach

- Meet with the City to review:
 - Previously identified projects that have been completed.
 - Previously identified projects that have not been completed but need to remain listed.
 - Previously identified projects that no longer need to be listed.
 - Projects identified after 2020 that need to be added.
- Prepare scaled exhibits to illustrate the project concept, main project components, pipe or BMP sizes, and key project elevations.
- Analyses for water quality BMP sizing will be prepared using Ecology's Western Washington Hydrology Model.

There are CIP projects that are currently in design by others. Such projects will be listed and briefly described; however, detailed information will not be included because design documentation is being prepared by others.

Deliverables

Deliverables for this task include:

- Updated CIP list to be carried forward for estimating and including in the H&H models.

Assumptions

Assumptions for this task include:

- The CIP list from the 2020 CIP Update will be used as the starting point. The CIP will include:
 - Up to 14 stand-alone stormwater projects.
 - Identification and listing of up to five projects currently under design by others.
 - Identification and listing of up to eight Transportation Improvement Plan (TIP) projects with stormwater elements that will be included as transportation projects.
- There will be up to 14 exhibits for the stand-alone stormwater projects and up to eight exhibits for the TIP projects with stormwater elements. Exhibits will be plan view only. Exhibits will be plotted for 11- by 17-inch printing.

Descriptions for CIP projects currently under design by others will be based on project information provided by the City.

Task 05 – CIP Cost Update

Objective/Goal

Provide planning level costs for each CIP project to be carried forward based on current and potential future costs.

Approach

Coordinate with the City to:

- Identify time frame for high-, medium-, and low- priority projects.
- Prioritize project list.
- Identify contingency project elements and contingency factors.

There are CIP projects that are currently in design by others. Such projects will be listed and briefly described; however, detailed information will not be included because design documentation is being prepared by others.

Deliverables

Deliverables for this task include:

- Summary of CIP projects with costs shown by year based on project prioritization.
- Planning level quantity breakdown and unit costs for each CIP project.

Assumptions

Assumptions for this task include:

- The electronic file used for the 2020 CIP Update will be used as the starting point for this task, and the file for this task will be in a similar format.
- Planning level costs will be developed for up to 14 stand-alone stormwater CIP projects.
- Stormwater-related costs for TIP projects will be based on a percentage of the overall TIP project cost. There will not be a detailed breakdown for stormwater costs.
- Costs for CIP projects that are under current design by others will be taken from project information provided by the City. There will not be any additional cost estimate provided.

Task 06 – SMAP Update

Objective/Goal

To prepare a SMAP Update based on S5.C.1.d of the NPDES Permit.

Approach

- Meet with the City to identify:
 - SMAP actions advanced since the original SMAP was prepared.
 - Actions to be considered based on City staff observations.
 - Actions to be considered based on public comment.
- Provide engineering analyses, feasibility analyses, and cost options for up to three options identified with the City for further consideration.
- Review current City planning documents and codes for potential updates that may be needed associated with actions or policies that result from the SMAP Update.
- Coordinate with the City to determine the potential for focused, enhanced, or customized stormwater management actions that may support the SMAP Update as well as meet SMED planning requirements. Such actions may include:
 - Focused or more frequent illicit discharge detection and elimination field screenings.
 - Prioritization of source control inspections.
 - O&M inspections or enhanced maintenance of facilities owned or operated by the City.
 - Maintenance that requires more than \$25,000.
 - Public education and outreach behavior change programs to support SMAP actions for Salmon Creek.

Deliverables

Deliverables for this task include:

- Draft and Final SMAP Update Technical Memorandum.

Assumptions

Assumptions for this task include:

- Due to the number of options to meet the requirements of the SMAP Update and related SMED actions, input will likely be needed from multiple City staff, including engineering, operations, and planning staff.

Task 07 – Retrofit/SMED

Objective/Goal

To identify SMED actions based on S5.C.7 and Appendix 12 of the NPDES Permit.

Approach

Meet with the City to develop SMED options for engineering analyses, feasibility analyses, and costs. Options to consider with the City may include:

- Conceptual engineering for a new stormwater BMP to retrofit existing untreated areas.
- Advancing the design and implementation of a project identified in the previous SMAP.
- Retrofitting an existing BMP to increase efficiency.
- Additional street sweeping.
- Participating in a regional project.

Up to one previously completed stormwater retrofit project will be evaluated to determine if it meets the requirements of the current Phase 2 permit cycle for meeting SMED requirements. Up to five CIPs will then be evaluated to determine potential future eligibility and equivalent acres.

Deliverables

Deliverables for this task include:

- Draft and Final SMED Technical Memorandum.

Assumptions

Assumptions for this task include:

- Although the SMAP Update and the SMED planning are included as two separate tasks, actions that are considered may be applicable to both planning tasks. Final actions to be carried forward will be identified for only one of the planning tasks.
- The SMED is to be based on 1.7 acres in accordance with NPDES Permit Appendix 12 Table 1.
- Due to the number of options to meet the requirements of the SMAP Update and related SMED actions, input will likely be needed from multiple City staff, including engineering, operations, and planning staff.

Task 08 – Comprehensive Plan Update

Objective/Goal

Prepare the Comprehensive Plan Update document.

Approach

- Meet with the City to confirm the content of the Comprehensive Plan Update based on the attached outline (Attachment B).
- Confirm areas of water quality concerns with the City to be included in the Comprehensive Plan Update.
- Incorporate results of previously completed tasks.
- Up to two Parametrix staff will attend up to one City Council meeting, committee meeting, or workshop to support City staff in presenting the results of the Comprehensive Plan Update.

Deliverables

Deliverables for this task include:

- Draft and Final Comprehensive Plan Update.

Assumptions

Assumptions for this task include:

- There will be one review cycle with the City.

Task 09 – CIP Update

Objective/Goal

Prepare the CIP Update document.

Approach

- Meet with the City to confirm the content of the CIP Update based on the attached outline (Attachment C).
- Incorporate results of previously completed tasks.
- Prepare text descriptions of each project.
- Up to two Parametrix staff will attend up to one City Council meeting, committee meeting, or workshop to support City staff in presenting the results of the CIP Update.

Deliverables

Deliverables for this task include:

- Draft and Final CIP Update.

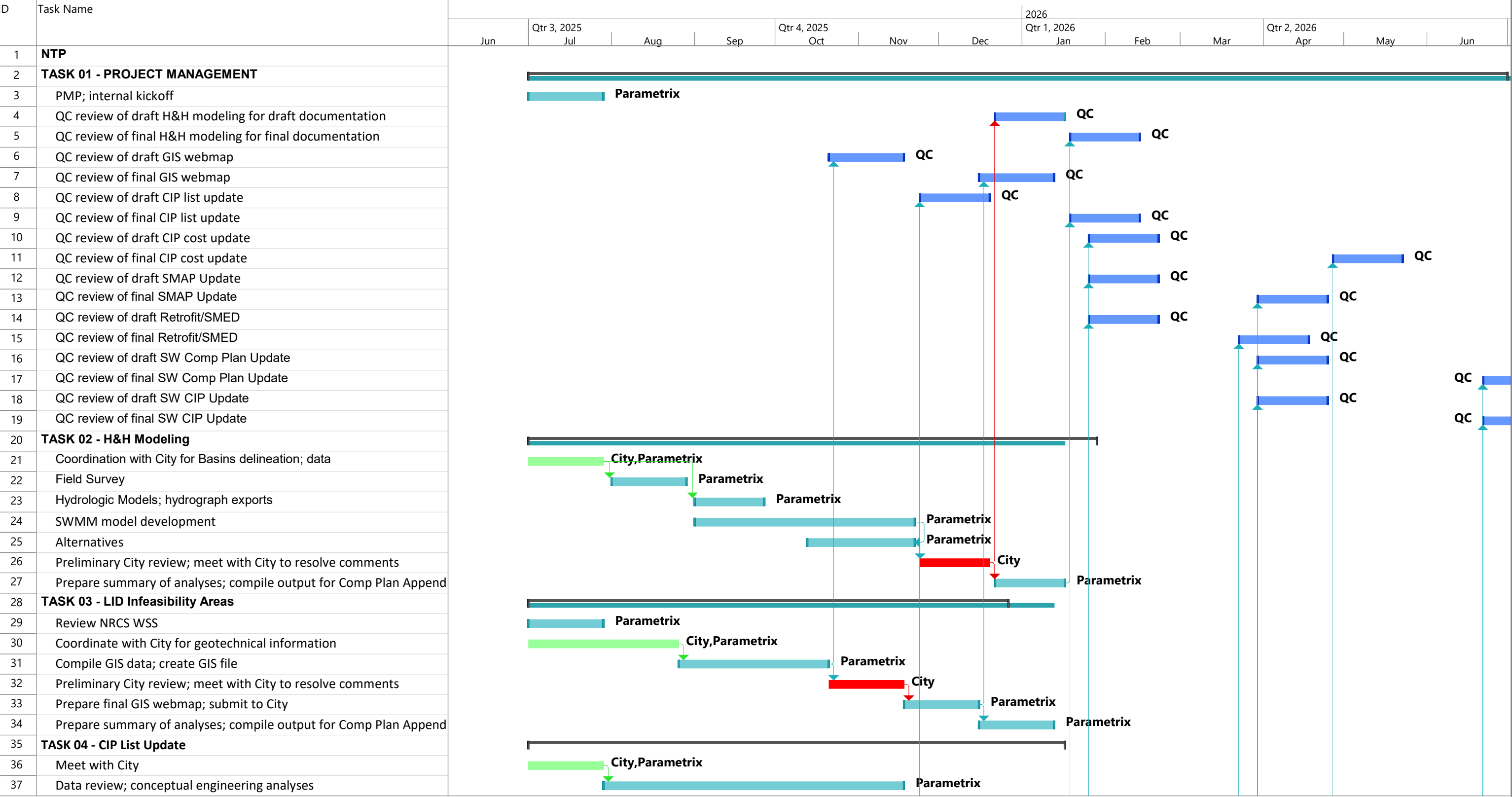
Assumptions

Assumptions for this task include:

- The CIP Update will be an attachment as a technical appendix to the Comprehensive Plan Update.
- Project descriptions will be up to one paragraph for each project.
- There will be one review cycle with the City.

Attachment A

Schedule



Project: CityofSumnerSW.mpp
Date: Mon 4/21/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

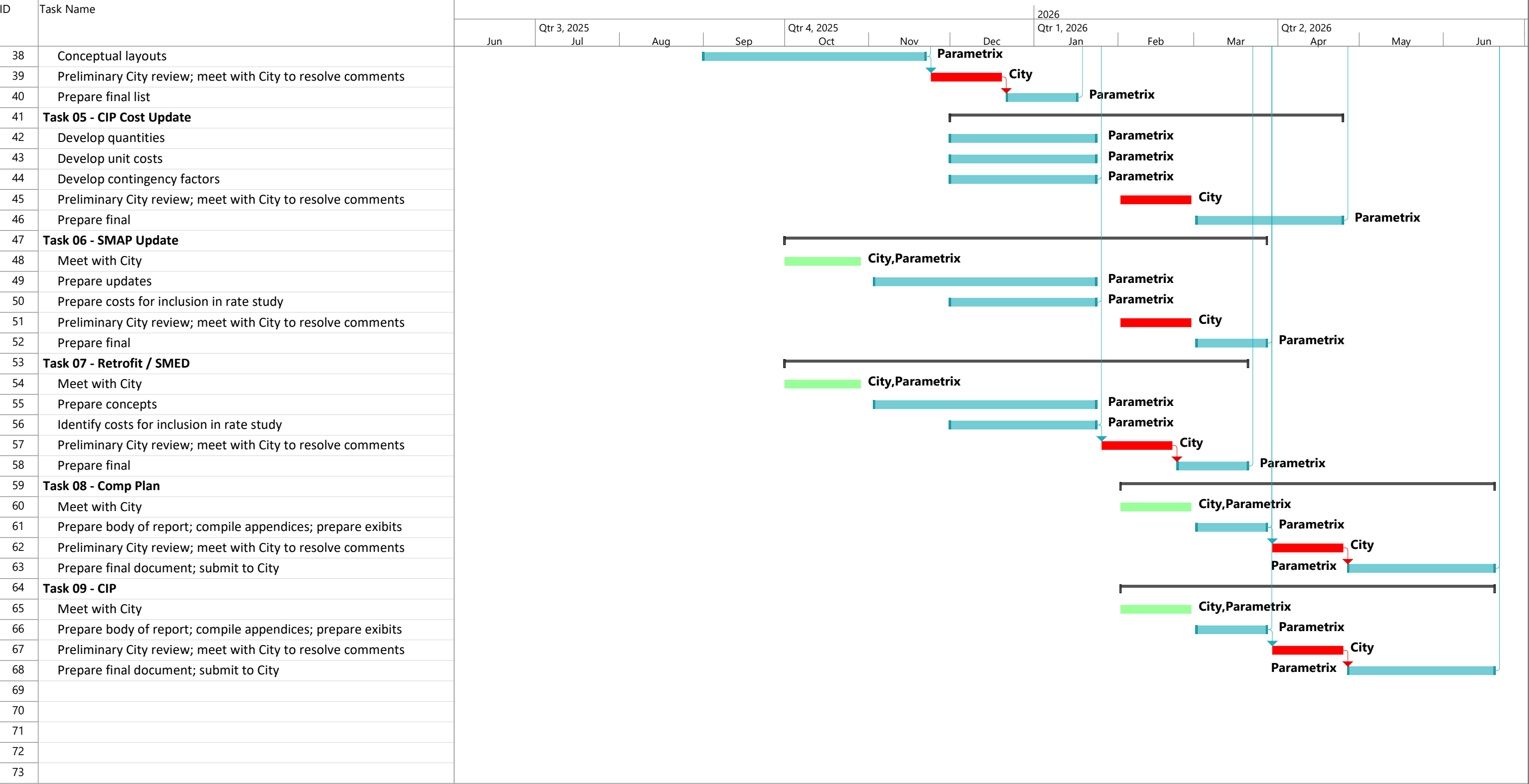
External Tasks

External Milestone

Deadline

Progress

Manual Progress



Project: CityofSumnerSW.mpp
Date: Mon 4/21/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Attachment B

2025 Stormwater Comprehensive Plan Update Outline

SW Comprehensive Plan Update Potential Draft Scoping Outline

Prepared for
City of Sumner



April 2025

SW Comprehensive Plan Update Potential Draft Scoping Outline

Prepared for

City of Sumner

1104 Maple Street, Sumner, WA 98390

Prepared by

Parametrix

1019 39th Avenue SE, Suite 100
Puyallup, WA 98374
T. 253.604.6600 F. 1.206.649.6353
www.parametrix.com

April 2025 | 216-1527-892

Citation

Parametrix. 2025. SW Comprehensive Plan Update
Potential Draft Scoping Outline. Prepared for City of Sumner
by Parametrix, Puyallup, Washington. April 2025.

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1. Introduction

1.1 Background

1.2 Objectives

1.3 Plan Overview

1.4 Public Involvement

1.5 Agency Coordination

2. Study Area

2.1 Location and Boundaries

2.2 Climate

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2.7 Future Land Cover

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- 3.3 Sources of Contamination**
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- 4. Hydrologic and Hydraulic Modeling**
 - 4.1 Model Software**
 - 4.2 Modeling Approach and Assumptions**
 - 4.3 Design Storm**
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- 5. Engineering Analysis**
 - 5.1 Existing Problem Areas**
 - 5.2 Future Problem Areas**

6. Capital Improvements

6.1 Summary of 2025 Capital Improvement Plan

7. Nonstructural Recommendations

7.1 NPDES SWMP Requirements

7.2 NPDES O&M Requirements

7.3 NPDES Inspection and Enforcement Requirements

7.4 NPDES SMAP Requirements

7.5 NPDES SMED Requirements

7.6 City Planning and Code Updates

7.6.1 2024/2025 Comprehensive Plan

7.6.2 East Sumner Neighborhood Plan

7.6.3 Shoreline Master Program

7.6.4 OMC Title 13 Chapter 13.32 Storm Drainage Utility

7.6.5 OMC Title 16 Environment

8. Funding Sources

8.1 8.1 Stormwater Utility Rates

8.2 8.2 State Funding

9. Implementation Plan

9.1 Selection of Implementation Time Frame

9.2 CIP Implementation

Attachment C

2025 Stormwater Capital Improvement Plan Update Outline

SW Comprehensive Plan Update Potential Draft Scoping Outline

Prepared for
City of Sumner



April 2025

SW Comprehensive Plan Update Potential Draft Scoping Outline

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2.1.9 CIP 11 (38) – 162nd Avenue East Culvert Improvements (CEG Sites J, K, L) – Current Design Costs.....	1
2.1.10 CIP 12 (39) – East Main Street Culvert Improvements (CEG Site M) – Current Design Costs	1
2.1.11 CIP 13 (40) – Salmon Creek Restoration (to Poole Road)	1
2.1.12 CIP 14 (41) – 64th Street East Culvert Improvements	1
2.1.13 CIP 15 (47) – White River Levee Improvements.....	2
2.1.14 CIP 17 (53) – Rivergrove Puyallup River Improvements	2
2.1.15 CIP 20 – Treatment in Drainage District 11.....	2
2.1.16 CIP 21 – Wood Avenue Conveyance, Zehnder to 16th	2
2.1.17 CIP 22 – Wood Avenue Improvements.....	2
2.1.18 CIP 23 – Sumner-Tapps Highway and 60th Street East.....	2
2.1.19 CIP 24 – SR 410/166th Avenue East I/C (TIP A1)	2
2.1.20 CIP 25 – Main Street and 160th Street (TIP A4)	2
2.1.21 CIP 26 – 62nd Street: 166th Avenue to 160th Avenue East (TIP A13)	2
2.1.22 CIP 27 (13) – Elm Street: East Valley Highway to 160th Avenue East (TIP C3).....	2
2.1.23 CIP 28 – Parker Road: 62nd to 63rd (TIP C4).....	2
2.1.24 CIP 29 – Parker Road: Main to 50th (TIP C5)	2
2.1.25 CIP 30 – Sidewalk Replacement Program (TIP R7)	2
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1. Capital Improvements

1.1 Executive Summary

Figure 1-1. Major Drainage Basins

2. Recommended Capital Improvement Projects

(Any deletions or additions known at this time?)

- 2.1.1 CIP 1 (4) – Railroad Street Improvements**
- 2.1.2 CIP 2 – 63rd Street Court East Storm Drain River Street Improvements**
- 2.1.3 CIP 3 (7) – 151st Avenue East and 152nd Avenue East Improvements**
- 2.1.4 CIP 6 (18) – Willow Street Interceptor and Tributary Improvements**
- 2.1.5 CIP 7 (22) – Meade-McCumber Street Improvements**
- 2.1.6 CIP 8 (25) – 162nd Avenue East (Poole Road) Outfall Improvements – Current Design Costs**
- 2.1.7 CIP 9 (36) – 47th Street Court East Culvert Improvements (CEG Site E)- Current Design Costs**
- 2.1.8 CIP 10 (37) – 160th Avenue East Culvert Improvements (CEG Sites H, I 106th) – Current Design Costs**
- 2.1.9 CIP 11 (38) – 162nd Avenue East Culvert Improvements (CEG Sites J, K, L) – Current Design Costs**
- 2.1.10 CIP 12 (39) – East Main Street Culvert Improvements (CEG Site M) – Current Design Costs**
- 2.1.11 CIP 13 (40) – Salmon Creek Restoration (to Poole Road)**
- 2.1.12 CIP 14 (41) – 64th Street East Culvert Improvements**

- 2.1.13 CIP 15 (47) – White River Levee Improvements**
- 2.1.14 CIP 17 (53) – Rivergrove Puyallup River Improvements**
- 2.1.15 CIP 20 – Treatment in Drainage District 11**
- 2.1.16 CIP 21 – Wood Avenue Conveyance, Zehnder to 16th**
- 2.1.17 CIP 22 – Wood Avenue Improvements**
- 2.1.18 CIP 23 – Sumner-Tapps Highway and 60th Street East**
- 2.1.19 CIP 24 – SR 410/166th Avenue East I/C (TIP A1)**
- 2.1.20 CIP 25 – Main Street and 160th Street (TIP A4)**
- 2.1.21 CIP 26 – 62nd Street: 166th Avenue to 160th Avenue East (TIP A13)**
- 2.1.22 CIP 27 (13) – Elm Street: East Valley Highway to 160th Avenue East (TIP C3)**
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- 2.1.24 CIP 29 – Parker Road: Main to 50th (TIP C5)**
- 2.1.25 CIP 30 – Sidewalk Replacement Program (TIP R7)**
- 2.1.26 CIP 31 – Volunteer Sidewalk Program (TIP R10)**
- 2.1.27 CIP 32 – Mountain Circle Outfall Replacement**

Figure 2-1. Proposed Capital Improvement Project Locations

Table 2-1. Capital Improvement Plan Schedule

3. Stormwater Management Planning

3.1 SMAP CIPs

3.1.1 Stormwater CIPs

3.1.2 Permeable Pavement

3.1.3 Actions or Needs Identified After December 2021

3.2 SMED

3.2.1 Summary of NPDES Permit Requirements

3.2.2 New Stormwater Facilities

3.2.3 LID

3.2.4 Retrofit of Existing Facilities

3.2.5 Property Acquisition

3.2.5.1 Target Purposes

3.2.5.2 Available Sites

3.2.6 Stormwater Management Actions

3.2.7 Selected Alternative

3.2.7.1 Cost

3.2.7.2 Funding

3.2.7.3 Next Steps

Table 3-1. Summary of SMAP CIP Alternatives

Table 3-2. Summary of SMED Alternatives

4. Operations and Maintenance

4.1 Current Maintenance Cycles, Frequencies and Quantities

4.2 Projected Staffing Needs for Proposed CIPs

5. References

2021 SMAP

NPDES Phase 2 Permit

City Planning Documents

Appendix A

2020 Capital Improvement Plan Update Project Disposition Summary Table

Appendix B

Recommended Capital Improvement Project Figures

Appendix C

Recommended Capital Improvement Project Preliminary Cost Opinions

Appendix D

Phase II Permit Stormwater Management Action Planning (SMAP) Requirements

Appendix E

Phase II Permit Stormwater Management for Existing Development (SMED) Requirements

					Chad L. Tinsley	April D. Whittaker	Justin S. Emery	Clara F. Olson	Amanda B. Lucas	Jeffrey B. Bearson	Jordon W. Ford	Craig A. Buitrago	Lenaya M. Grabowski	Marcus W. Vassey	Steven N. Sharpe	Jessica M. Lavaris	Kathleen M. Taylor	Jeffrey L. Coop	Maricris R.E. Orama
					Sr GIS Analyst	Sr Project Control Specialist	Survey Supervisor	Engineer III	Publications Supervisor	Surveyor III	Surveyor I	Sr Consultant	Engineer III	Engineer IV	Technical Lead	Sr Project Accountant	Sr Designer	Sr Engineer	Sr Consultant
Rates:					\$169.72	\$173.40	\$209.81	\$160.06	\$150.40	\$156.16	\$95.26	\$253.58	\$155.03	\$191.93	\$146.20	\$134.08	\$209.16	\$259.52	\$304.78
01		Stormwater Comprehensive Plan	\$302,628	1,601	38	13	14	282	60	80	80	113	250	117	80	12	164	256	42
	01	Project Management	\$51,167	232	4	13	2	22	3			5	36	17		12	8	68	42
	02	H&H Modeling	\$88,362	536			12	192		80	80	26	4		80			62	
	03	LID Feasibility	\$6,329	32	22													10	
	04	CIP List Update	\$55,974	280				32				48	88				80	32	
	05	CIP Cost Update	\$25,640	120								16		80				24	
	06	SMAP Update	\$10,860	58					6				30				8	14	
	07	Retrofit/SMED	\$15,801	86	12				8				36				16	14	
	08	Comp Plan Update	\$20,667	112				18	16			10	36	2			18	12	
	09	CIP Update	\$27,828	145				18	27			8	20	18			34	20	
		Labor Totals:	\$302,628	1,601	38	13	14	282	60	80	80	113	250	117	80	12	164	256	42
		Totals:	\$302,628		\$6,449	\$2,254	\$2,937	\$45,137	\$9,024	\$12,493	\$7,621	\$28,655	\$38,758	\$22,456	\$11,696	\$1,609	\$34,302	\$66,437	\$12,801
	Project Total		\$302,628																

EXHIBIT B
CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

Parametrix

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

(C) Equal Employment Opportunity. Pursuant to applicable federal law, federal regulations and/ or a final and binding Presidential Executive Order 11473, all federally funded construction project contractors shall ensure compliance with federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

(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

(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 federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

(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: Public Works Trust Fund Loan - Applicant Certification for Biosolids Equipment Modernization Project

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Applicant Certification Form

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

SUMMARY BACKGROUND:

The City of Sumner is seeking funding from the Public Works Board Trust Fund Loan program for the procurement of a biosolids dryer and construction of improvements at the Wastewater Treatment Facility to modernize biosolids production equipment as part of the Biosolids Equipment Modernization Project (CIP 21-17). The Public Works Trust Fund Loan's purpose is to loan money to cities, counties, and special purpose districts to repair, replace, or create infrastructure. The total loan amount to be requested is \$10 million dollars. There is no local match funding required and no loan fee. The loan interest rate is 2.12%. The applicant certification form is a required part of the Public Works Trust Fund Loan application package.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/3/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to authorize the Mayor to sign the Applicant Certification form to be included with the Public Works Trust Fund Loan application package and to grant approval to staff to apply for a Public Works Trust Fund Construction Loan to complete construction of the Biosolids Equipment Modernization Project (CIP 21-17).

Attachment - Applicant Certification

WHEREAS, the City of Sumner is applying to the Washington State Public Works Board for a low-interest loan for an eligible project; and

WHEREAS, RCW 43.155.070 requires that applicants planning under RCW 36.70A.040 must have adopted comprehensive plans in conformance with the requirements of chapter 36.70A RCW, and must have adopted development regulations in conformance with requirements of chapter 36.70A RCW; and

WHEREAS, RCW 70A.205.055 requires a comprehensive Solid Waste Management Plan to be adopted by the city or county; and

WHEREAS, RCW 70.235.070 requires Greenhouse Gas Emission Reduction; and

WHEREAS, RCW 43.155.070(8) requires that a project for a solid waste or recycling facility is consistent with and necessary to implement the comprehensive solid waste management plan adopted by the city or county under chapter 70A.205.055 RCW; and

WHEREAS, the applicant certifies that it has a currently adopted plan for each and every one of the systems it owns and operates and that these plans fully conform to the specifics within this application; and

WHEREAS, RCW 43.155.070 requires that county and city applicants must have adopted the local optional one-quarter of one percent Real Estate Excise Tax, as described in chapter 82.46 RCW; and

WHEREAS, the local government must be using all local revenue sources which are reasonably available for funding public works, taking into consideration local employment and economic factors; and

WHEREAS, the applicant states that their Capital Facility Plan (or similar) is consistent with the Comprehensive Land Use Plan of the jurisdiction in which they provide service; and

WHEREAS, the local governing body has approved submission of this application to the Public Works Board; and

WHEREAS, the applicant certifies that, there is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the applicant from repaying the loan extended by the Public Works Board with respect to such project. The applicant is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the loan agreement; and

WHEREAS, the applicant recognizes and acknowledges that the information in the application forms is the only information, which will be considered in the evaluation and/or rating process. Incomplete responses will result in a reduced chance of funding. In order to ensure fairness to all, the Public Works Board does not accept any additional written materials or permit applicants to make presentations before the Board; and

WHEREAS, it is necessary that certain conditions be met as part of the application process; and

WHEREAS, RCW 43.155.060(3) requires that the project will be advertised for competitive bids and administered according to standard local procedure; and

WHEREAS, the award will not exceed the maximum amount allowed by the Public Works Board of eligible costs incurred for the project; and

WHEREAS, any loan arising from this application constitutes a debt to be repaid, and Kathy Hayden, Mayor has reviewed and concluded it has the necessary capacity to repay such a loan; and

WHEREAS, the information provided in this application is true and correct to the best of the government's belief and knowledge and it is understood that the state may verify information, and that untruthful or misleading information may be cause for rejection of this application or termination of any subsequent funding agreement(s); and

NOW THEREFORE, the City of Sumner certifies that it meets these requirements, and further that it intends to enter into a loan agreement with the Public Works Board, provided that the terms and conditions are satisfactory to both parties.

Signed:

Name:

Title:

Date:

PRIMARY PROJECT TYPE	PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
Facilities	17-13	Operations Facility Main Site											\$ 50,135,300.00	\$ 50,174,600.00	D. McCarty	Construction in Proress
Facilities	18-04	Rainier View Covered Court											Pending Amendment	\$ 1,717,395.85	A. Leach	Working on Punchlist Items
Facilities	19-07	Ryan House											\$ 300,000.00		D. McCarty	Project on Hold
Facilities	22-03	Cemetery Operations Facility		C	O	M	P	L	E	T	E		\$ 20,000.00	\$ 3,000,000.00	D. McCarty	
Facilities	22-04	Heritage Park Remediation											\$ 570,500.00		D. McCarty	Expected Completion Date:
Facilities	23-04	Cemetery Irrigation (Phase 2)											\$ 650,527.57	\$ 650,527.57	A. Leach	Contractor expected to start mid-June
Facilities	23-04	Cemetery Potable Water (Phase 1)		C	O	M	P	L	E	T	E		Pending Amendment	\$ 225,000.00	A. Leach	90% Complete
Facilities	24-01	Operations Facility North Parcel											\$ 1,010,000.00	\$ 3,875,000.00	D. McCarty	Estimated completion 6/2025
Facilities	24-05	City Hall Solar Panels		C	O	M	P	L	E	T	E		Pending Amendment	\$ 272,000.00	D. McCarty	Project Complete
Facilities	24-06	City Hall EV Chargers											\$ 50,000.00	\$ 50,000.00	D. McCarty	Working with PSE up and Go program
Facilities	24-10	Hops Alley & Heritage Park Phase 2											\$ 3,965,527.00	\$ 5,780,527.00	D. McCarty	Contractor planning to start 4/14 Heritage Park Phase 3 & 4 construction is unfunded.
Facilities	TBD	City Hall Windows											\$ 160,000.00	\$ 160,000.00	D. McCarty	
Sewer	20-04	Lift Stations 2 & 6 Improvements		C	O	M	P	L	E	T	E		Pending Amendment	\$ 1,681,000.00	D. McCarty	Estimated completion 4/2025
Sewer	21-09	Auto Lane Force Main Upgrade											\$ 393,500.00	\$ 393,500.00	A. Leach	Project on hold until construction in 2026.
Sewer	21-17	WWTF Biosolids Modernization											\$ 18,500,000.00		C. Littrell	
Sewer	24-03	Replace Sewer west of Cherry between Academy and Harrison											\$ 353,000.00	\$ 353,000.00	G. Singh	Legal working with Sound transit on the Easement, construction planned for Summer 2025
Sewer	TBD	Harrison/State Side Sewer Connections											\$ 400,000.00		D. McCarty	
Sewer	TBD	Lift Station 3 Improvements											\$ 300,000.00		TBD	Planning in 2026.
Sewer	TBD	Lift Station Improvements											\$ 993,000.00	\$ 993,000.00	D. McCarty	LS 1, 3, 4, 13, 15, 16 cellular coversion. LS 13 replacement. LS 15 gate. LS 10 pump replacement.
Sewer	TBD	WWTF Aeration Basins											\$ 532,000.00	\$ 532,000.00	D. McCarty	G&O to Design
Sewer	TBD	WWTF Biosolids											\$ 415,000.00	\$ 415,000.00	D. McCarty	G&O to Design
Sewer	TBD	WWTF Clarifiers											\$ 100,000.00	\$ 100,000.00	D. McCarty	G&O to Design
Sewer	TBD	WWTF Decant Facility Revisions											\$ 100,000.00		D. McCarty	Budget traded for staffing
Sewer	TBD	WWTF Improvements											\$ 721,000.00	\$ 721,000.00	D. McCarty	
Sewer	TBD	WWTF UV System Replacement											\$ 1,648,000.00	\$ 1,648,000.00	D. McCarty	
Sewer	TBD	WWTF VFD Replacement											\$ 517,000.00	\$ 517,000.00	D. McCarty	RFQ in Progress
Storm	13-11	64th St E Culvert											\$ 10,000.00		TBD	Construction unfunded. Expected Completion Date: TBD
Storm	14-10	White River Restoration: Levees											\$ 1,100,000.00	\$ 30,504,000.00	R. Wright	Expected Completion Date:
Storm	14-10	White River Restoration Phase 2: Habitat											\$ 42,342,000.00	\$ 62,375,000.00	R. Wright	Expected Completion Date:
Storm	20-01	Salmon Creek Restoration											\$ 188,000.00		TBD	Construction unfunded. Expected Completion Date: TBD
Storm	21-21	63rd St Ct E Storm Drainage											\$ 638,000.00	\$ 638,000.00	R. Wright	
Storm	23-11	16th St Property demolitions											In WRR Budget		R. Wright	
Storm	25-02	2025 Storm CIP Update											\$ 54,000.00	\$ 54,000.00	R. Wright	
Storm	TBD	Drainage District 11 Treatment											\$ 406,000.00		R. Wright	Expected Completion Date: Ongoing
Streets	13-08	Stewart Rd Bridge Replacement											\$ 19,735,000.00	\$ 42,246,000.00	A. Leach	Expected Completion Date: 12/28

PRIMARY PROJECT TYPE	PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
Streets	13-11	166th Ave E Widening											\$ 1,110,000.00	\$ 18,000,000.00	C. Littrell	Design & Environmental permitting in process. ROW funded for 2028. Construction unfunded. Expected Completion Date: TBD
Streets	19-02	Main St & Wood Ave Intersection Improvements											Pending Amendment	\$ 3,580,000.00	C. Littrell	Working on Closeout.
Streets	19-05	TC: Cherry & Maple Utilities											\$ 4,331,000.00	\$ 4,331,000.00	A. Leach	Project on hold until construction in 2026.
Streets	21-11	Maple St Pedestrian Signal & Citywide Backplates			SUSPENSION								\$ 888,000.00	\$ 1,073,000.00	C. Littrell	Expected Completion Date: 2026
Streets	22-07	Valley Ave: SR-410 to Elm											\$ 866,000.00		G. Singh	
Streets	23-08	Systemic Horizontal Curves											\$ 613,000.00	\$ 903,000.00	T. Le	30% Design - In progress of Scope Change
Streets	23-09	Puyallup St & Tacoma Ave											\$ 380,000.00	\$ 2,600,000.00	G. Singh	Construction is unfunded.
Streets	24-04	Washington St Reconstruction: Wood Ave to McMillan											\$ 2,704,000.00	\$ 2,818,000.00	G. Singh	Construction pushed to 2026. Consultant working on 90% Plans
Streets	24-07	Neighborhood Traffic Calming & Intersection Data Collection											\$ 150,000.00	\$ 150,000.00	TBD	
Streets	24-08	Roadway Curve Warning & Delineation											\$ 457,000.00	\$ 457,000.00	T. Le	160th St E/Elm St and 60th St E west of Sumner-Tapps Hwy E
Streets	24-09	Main Street Crossings											\$ 980,000.00	\$ 980,000.00	G. Singh	Transpo group - Design Services award
Streets	24-11	Stewart Rd ITS											\$ 500,000.00	\$ 3,500,000.00	G. Singh	Construction is unfunded.
Streets	25-03	Helping Homeowners Sidewalk Program											\$ 128,000.00	\$ 128,000.00	C. Littrell	In Design.
Streets	25-03	Sidewalk Maintenance Program											\$ 84,000.00		C. Littrell	As needed.
Streets	25-03	Street Tree Program											\$ 500,000.00		C. Littrell	In Design.
Streets	N/A	ADA Improvements											\$ 80,000.00		C. Littrell	As needed.
Streets	N/A	SR-167 SB HOT Lane											WSDOT Funded	\$ 350,000,000.00	N/A	WSDOT-led project
Streets	N/A	SR 167 / I-5 Connection Project											WSDOT Funded	\$ 1,000,000,000.00	N/A	WSDOT-led project
Streets	TBD	Hunt Avenue Reconstruction: Main St to State St											\$ 297,000.00	\$ 3,000,000.00	R. Wright	Construction is unfunded.
Streets	TBD	SR-410 / SR-162 Interchange Improvements											Pending Amendment	\$ 6,650,000.00	C. Littrell	WSDOT-led project. Relocation needed for City water mains.
Streets	TBD	Chip Seal Application											\$ 500,000.00		G. Singh	Planned for 2026
Streets	W25-01	Crack Seal Application											\$ 161,440.00		G. Singh	Project started on May 27, 2025
Streets	W25-02	Pavement Repairs											\$ 142,390.00		G. Singh	Project planned for June 2025
Streets	W25-03	Roadway Paint Line Application											\$ 82,000.00		G. Singh	Project planned for Summer 2025
Streets	W25-04	Roadway Plastic Marking Application											\$ 118,000.00		G. Singh	Project planned for June 2025
Trails	14-01	Fryar Ave Trail											\$ 4,006,000.00	\$ 5,416,000.00	A. Leach	ROW in process.
Trails	14-10	White River Restoration Phase 3: Trail											\$ 3,000,000.00		R. Wright	Expected Completion Date: 2027
Trails	20-07	Rivergrove Pedestrian Bridge											\$ 1,304,000.00	\$ 12,200,000.00	A. Leach	Construction is partially funded. Expected Completion Date: 12/29
Water	19-11	South Tank Seismic Retrofit											\$ 950,000.00	\$ 3,509,300.00	A. Leach	Construction will pause during summer months
Water	TBD	159th Ave / Riverside Dr to 76th St											\$ 638,000.00	\$ 638,000.00	T. Le	In progress of consultants selection
Water	TBD	16th St Water Main Replacement: Wood to McMillan											\$ 1,151,000.00	\$ 1,151,000.00	T. Le	From 40159434-563417 Replacement of Water Mains
Water	TBD	Central Well Radio Upgrade											\$ 18,000.00	\$ 18,000.00	TBD	
Water	TBD	Dieringer Well Communication											\$ 18,000.00	\$ 18,000.00	A. Leach	
Water	TBD	South Well Improvements											\$ 300,000.00	\$ 300,000.00	A. Leach	Construction unfunded.

PRIMARY PROJECT TYPE	PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
Water	TBD	Sumner Springs Improvements											\$ 85,000.00	\$ 85,000.00	TBD	
Water	TBD	Viewpoint Tank - 171st Ave Ct E											\$ 188,000.00	\$ 188,000.00	T. Le	In progress of consultants selection
Water	TBD	Water Systems Security											\$ 537,000.00	\$ 537,000.00	TBD	
Water	W24-14	North Tank Ladder											\$ 240,000.00		T. Le	90% Design Reviewing
Water	W24-19	Watershed Vegetation Management		C	O	M	P	L	E	T	E		\$ 150,000.00	\$ 150,000.00	R. Wright	
74													\$ 173,964,184.57	\$ 1,631,455,850.42		

Legend:

Planning / Design / Right-of-Way

Construction

Close-out