

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:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 232 432 910 936 Passcode: 6uHEd4

[Download Teams](#) | [Join on the web](#)

Or call in (audio only) [+1 323-886-6453,,539397162#](#) United States, Los Angeles

Phone Conference ID: 539 397 162#

[Find a local number](#) | [Reset PIN](#)

CALL TO ORDER

COMMITTEE BUSINESS

1. Resolution No. 1729: City of Auburn Interlocal Agreement - White River Mitigation Funding
2. White River Restoration - Design Consultant Contract Amendment
3. White River Restoration - Dialogue Group Facilitation Contract Amendment
4. Operations Facility - Puget Sound Energy Contract
5. City Hall Electric Vehicle Chargers - Puget Sound Energy Contract
6. Tacoma Ave Overlay - Design Consultant Agreement Supplement
7. 166th Ave E Widening & Improvements - Design Consultant Agreement Supplement
8. Water System Improvements - Consultant Contract Award

REPORTS

1. Project Status Report

ADJOURNMENT

SUBJECT: Resolution No. 1729: City of Auburn Interlocal Agreement - White River Mitigation Funding

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1729 - Auburn White River Mitigation Funding

STAFF CONTACT: Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

The White River Restoration is a currently under construction project restoring 200 acres of floodplain, reducing flood risk and creating habitat for ESA listed salmon species. The project is creating new river channels, installing large wood, and excavating existing ground to build a forested berm.

The City of Auburn, as mitigation for a permit they received from the Washington Department of Fish and Wildlife, had a need to install large wood in the White River. The location Auburn would have been able to install wood would interfere with Muckleshoot Tribe fishing sites. Auburn reached out to the City to ask if we would accept \$120,000 towards our White River Restoration project. Payment of these funds to Sumner would satisfy Auburn's mitigation requirements.

<p>COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 8/5/2025 COMMITTEE RECOMMENDATION: Do Pass</p>
--

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Resolution No. 1729, authorizing the Mayor to enter into an interlocal agreement between the City of Sumner and City of Auburn related to the White River Restoration in a form as approved by the City Attorney.

**RESOLUTION NO. 1729
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND CITY OF AUBURN FOR WHITE RIVER MITIGATION PAYMENT.

WHEREAS, the City of Sumner and City of Auburn seek to enter into an intergovernmental agreement enabling the City of Sumner to receive funds from the City of Auburn to assist Auburn in meeting their mitigation requirements; 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, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1. Authorization. That the City Council hereby approves the Interlocal Agreement between the City of Sumner and City of Auburn for the purpose of funding City of Auburn’s mitigation requirements, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

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

Section 3. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

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

ADOPTED AND APPROVED this 18 day of August, 2025.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

City Attorney Andrea Marquez

Return to:

City of Sumner City Clerk
1104 Maple Street
Sumner, WA 98390

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SUMNER AND THE CITY OF AUBURN
FOR FUNDING SUPPORT FOR CONSTRUCTION
OF THE LEVEE & POINT BAR PROJECT**

THIS AGREEMENT, made pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act, is entered into by and between the City of Sumner (“Sumner”) and the City of Auburn (“Auburn”), both municipal corporations of the State of Washington (together referred to as the “Parties”), for the purpose of installing large woody material as part of the Levee & Point Bar project (“Agreement”).

WHEREAS, Auburn has committed to the Washington State Department of Fish and Wildlife to place large woody material along the White River as part of Auburn’s Coal Creek Springs Transmission Main Replacement Project project; and

WHEREAS, the Muckleshoot Indian Tribe has expressed concerns that large woody material placement as part of the Coal Creek Springs Transmission Main Replacement Project will interfere with their fishing activities; and

WHEREAS, Sumner’s Levee & Point Bar Project will place large woody material along the White River and is in need of construction funding; and

WHEREAS, the Washington State Department of Fish and Wildlife has agreed the remaining funds Auburn has budgeted for the large woody material placement can be contributed to the Sumner Levee & Point Bar Project to satisfy Auburn’s commitment to the Washington State Department of Fish and Wildlife; and

WHEREAS, the Interlocal Cooperation Act, Chapter RCW 39.34, authorizes the Parties to enter into this Agreement for the purposes set forth herein.

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

AGREEMENT

SECTION 1. SUMNER’S RESPONSIBILITIES

The scope of work for this Agreement is the placement of large woody material along the White River as part of the Levee & Point Bar Project. The project boundaries are completely within the City of Sumner. As such, Sumner shall be solely responsible for all aspects of the

project and retains sole decision-making, permitting authority, supervision, and inspection authority over all aspects and management of the Project.

SECTION 2. AUBURN'S RESPONSIBILITIES

Subject to the terms and conditions of the Agreement set forth herein, Auburn agrees to make a one-time payment to the City of Sumner of \$121,885.63 for the Levee & Point Bar Project (the "Funds"). Payment of the Funds will be made pursuant to this signed Agreement, and within 45 days of the execution of this Agreement by the Parties, the execution of which is contingent upon final approval of the terms and conditions of this Agreement by Resolution of the Auburn City Council. At Auburn's discretion, payment of the Funds shall be made by check, ACH transfer, or by wire. If paying by check, it should be to "City of Sumner" and sent by post mail to the following address:

Michael Kosa, Director
Public Works Department
City of Sumner
104 Maple Street
Sumner, WA 98930

Instructions for ACH and wire payments are attached as Exhibit A. Sumner shall have full discretion on use of the Funds for the Levee & Point Bar Project. Upon payment of the Funds, Auburn will have no further responsibilities regarding the Project or for any future maintenance and/or operation of the Levee & Point Bar Project because of this Agreement. The Agreement does not create any lien rights or any interest in property or equipment. Auburn makes no commitment to and is not obligated by this Agreement for any future support of the Project.

SECTION 3. SUMNER ASSURANCES AND FUNDING CONFIRMATION

Sumner warrants and promises that it will not redirect the Funds for any other purpose than completion of the Project. If Sumner abandons the Project or does not expend all the Funds obligated, it shall refund to Auburn the portion of Funds unexpended.

Sumner will construct the Project in accordance with public works laws and regulations including those related to competitive bidding, prevailing wage, retainage, and bonding, and with the currently adopted Stormwater Design Manual; the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter, Standard Specifications for Road, Bridge, and Municipal Construction, and Standard Plans (M21-01) for Road, Bridge and Municipal Construction and the Washington State Department of Transportation Construction Manual.

SECTION 5. ASSIGNMENT.

Neither Party to this Agreement shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions and interests under this Agreement, without the prior written approval of the other.

SECTION 6. LEGAL RELATIONS.

A. Independent Governments. The Parties hereto are independent governmental entities, and nothing herein shall be construed to limit the powers, authority or discretion of the governing bodies of each. Moreover, nothing herein contained shall be construed as creating a partnership or joint venture or the relationships of employer and employee, or principal and agent between the Parties. Sumner shall retain all authority for rendition of services, permitting requirements, standards of performance, control of personnel, and other matters incident to performance of this Agreement by Sumner.

B. Third Party Beneficiaries. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and, other than the benefit to the public provided by completion of the Project, gives no right or cause of action to any other party. No joint venture or partnership is formed as a result of this Agreement.

SECTION 7. DURATION AND TERMINATION

This Agreement is effective upon execution by both Parties and will automatically terminate when the terms of this Agreement are complete or upon mutual consent by the Parties.

SECTION 8. INDEMNIFICATION AND DEFENSE

Sumner shall defend, indemnify and save harmless Auburn, its elected officials, officers, employees, agents and assigns from any and all costs, claims, judgments, or awards of damages resulting or allegedly resulting from the acts or omissions of Sumner, its officers, employees, agents or assigns associated with this Agreement.

Sumner specifically assumes liability for actions brought by its own employees against Auburn and for that purpose Sumner specifically waives, as respects to Auburn only, any immunity under the Worker's Compensation Act, RCW Title 51. The parties acknowledge that this waiver was the subject of mutual negotiation.

SECTION 9. INSURANCE

Sumner shall maintain in full force throughout the duration of this Agreement membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions, and limits of liability satisfactory to Auburn.

SECTION 10. WAIVER

No waiver by either of the Parties to this Agreement of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 11. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements between the Parties shall be effective for any purpose.

SECTION 12. AMENDMENT

Provisions within this Agreement may be amended with the mutual consent of the Parties hereto. No waiver, additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both Parties.

SECTION 13. SEVERABILITY

If any one or more of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 14. FILING

Copies of this Agreement shall be filed with the Pierce County Auditor after execution of the Agreement by both Parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this _____ day of _____, 2025.

CITY OF SUMNER

CITY OF AUBURN

By: _____
Kathy Hayden, Mayor

By: _____
Nancy Backus, Mayor

Approved as to Form:

Approved as to Form:

Andrea Marquez
SUMNER CITY ATTORNEY

Jason Whalen
AUBURN CITY ATTORNEY

SUBJECT: White River Restoration - Design Consultant Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$806,673.80

Within Budget Allocation: Yes

ATTACHMENTS:

1. Amendment w/ Scope & Fee

STAFF CONTACT: Robert Wright, Assistant Engineering Manager, Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

The White River Restoration is a currently under construction project restoring 200 acres of floodplain, reducing flood risk and creating habitat for ESA-listed salmon species. The project is creating new river channels, installing large wood, and excavating existing ground to build a forested berm. To complete the project, a bridge capable of carrying large service vehicles is necessary for the future maintenance of utilities. The original intent was a new bridge crossing a newly created channel, but it was determined that it would be feasible to retrofit the pedestrian bridge on 24th Street. This supplement includes funds to design the retrofit of this bridge in addition to the final alignment of the Sumner Link Trail. Both the bridge and trail are expected to be constructed in 2026/7 after the current work is completed.

Natural Systems Design has been the consultant designing and leading permitting efforts for the project since 2018. This contract supplement will cover additional support during construction, final design of the relocated Sumner Link Trail, and final design for the retrofitted 24th Street Bridge for a total of \$806,673.80 for a new total contract value of \$3,848,886.80.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/5/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving an amendment to Natural System Designs's Consultant Services Contract for the White River Restoration (CIP 14-10), increasing the contract amount by \$806,673.80 to a total authorized amount not-to-exceed \$3,848,886.80, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 6

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

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

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

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

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

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

See Exhibit A.

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

Original Contract Sum, <i>including applicable WSST</i>	\$695,930.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$2,346,283.00
Current Contract Amount <i>including all previous amendments</i>	\$3,042,213.00
Current Amendment Sum	\$806,673.80
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$3,848,886.80

Original Time for Completion <i>(insert date)</i>	December 31, 2019
Revised Time for Completion under prior Amendments <i>(insert date)</i>	December 31, 2025
Add'l Days Required (\pm) for this Amendment	730 calendar days
Revised Time for Completion <i>(insert date)</i>	12/31/2027

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

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

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

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

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



SCOPE OF WORK

WHITE RIVER RESTORATION PROJECT PHASE 3

PREPARED BY:

Natural Systems Design, Inc.

PREPARED FOR:

City of Sumner

July 28, 2025

INTRODUCTION

City of Sumner has requested Natural Systems Design, Inc. (NSD) to continue our support of the White River Restoration Project (WRRP) into Phase 3 of the project. Phase 3 entails finalizing several elements of the WRRP including:

1. Retrofit of the 24th Street Pedestrian Bridge
2. Final grading and shaping of the WRRP site
3. Final Revegetation plan for WRRP
4. Develop interpretive signage
5. Mitigation wetland monitoring
6. Final design of the Sumner Link Trail east of the White River within the Phase 1 and 2 project area

Work to be completed by NSD has been divided into the following list of tasks and linked to specific project deliverables:

TASKS

Task 1. Project Management (Amendment)

Task 2- 6 No Changes

Task 7: Permitting Revisions (Amendment)

Task 8: Bid and Construction Support (Amendment)

Task 9. Phase 3 Design (New)

Task 1. Project Management Amendment

This amendment would extend NSD's support for the City from January 2026 to December 2027. Specifically, NSD will support:

- Monthly invoicing
- Continued Dialogue Group Meetings
- Internal Team Coordination Meetings
- Project Team Coordination Meetings
- City and Tribal Coordination for potential boat launch design

ASSUMPTIONS:

- ▶ Duration of this task is January 2026 to December 2027
- ▶ Final design of the boat launch will be developed under a separate/future contract

DELIVERABLES:

- ▶ Monthly invoices
- ▶ Attend every other week team meetings
- ▶ Support City/Tribal coordination on the boat launch

Task 7. Permitting Revisions

The permitting support task will be amended to add efforts to secure approvals for the 24th Street bridge retrofit and to establish the wetland monitoring baseline for the compensatory wetland mitigation project within the WRRP.

Subtask 7.3 24th Street Bridge Retrofit

NSD and Psomas will support the regulatory process for the bridge retrofit. We anticipate that much of the work may occur under modifications to existing approvals. It is likely that the WDFW HPA and City SIT permits will need to be modified, and possible that the federal Clean Water Act 404 permit will require modification.

Subtask 7.4 Wetland Mitigation Monitoring

The existing approvals for the WRRP require the City to perform compensatory wetland mitigation within a small portion of the WRRP. The exact location has been conceptually identified but will need to be refined based on site conditions and as-built grading. NSD will support the City by refining the mitigation footprint and will collect baseline information and set up the compliance monitoring. NSD will provide a report to define the as-built condition and meet Corps requirements for the compliance monitoring.

ASSUMPTIONS:

- ▶ The 24th Street Bridge retrofit will not require a new federal Clean Water Act Section 404 approval.
- ▶ The majority of the Phase 3 work will occur under the existing federal, state, and local approvals.
- ▶ The City will lead the legal descriptions necessary to define the wetland mitigation area.

DELIVERABLES:

- ▶ WDFW APPS application for the 24th Street Bridge
- ▶ Coordination with City Planning and Associated SIT permit applications for the 24th Street Bridge
- ▶ One draft and one final Wetland Monitoring Baseline Report

Task 8. Bid and Construction Support

This task will be amended to add efforts to continue to support and oversee the construction of Phase 2 of the project through 2026. If, as anticipated, construction continues into 2027, this task can be further amended to continue support into 2027.

NSD will provide construction support by:

- Responding to contractor Requests for Information (RFIs), Submittals, Request for Approval of Materials (RAMs) and miscellaneous questions
- Providing limited survey of onsite features as needed to answer questions, field fit designs, and verify as built conditions meet the design requirements and intent
- Attending weekly on-site construction meetings from May 1 to October 15
- Providing on-site construction inspection and direction to the City's contractor at milestones such as important or sensitive builds of an ELJ, water management, or any field directed work as described in the plans and specs
- Miscellaneous support as requested by the City or their contractor

ASSUMPTIONS:

- ▶ Parametrix will continue to provide full time Construction Management of the construction contract and NSD will only provide a support role.

DELIVERABLES:

- ▶ Formal responses to contractor Requests for Information (RFIs), Submittals, and Request for Approval of Materials (RAMs)
- ▶ Any survey or data collected on site as requested

Task 9. Phase 3 Design

The NSD team will support the development of 90 percent and final designs of Phase 3 project. The design is anticipated to have several subcomponents, including refinements to the Phase 2 project, the 24th Street Bridge Retrofit, and finalizing the design of the Sumner Link Trail.

Subtask 9.1 WRRP Grading and Revegetation Refinements

NSD will develop a refined design of the final grade and revegetation plans for the WRRP to be responsive to site conditions at the end of Phase 2. We anticipate that some grading elements along the forested berm may need modifications based on the actual earthwork quantities. Site conditions, earthwork settlement, and hydrology will be better understood after Year 1 of Phase 2, which will allow for refinements to the grading and revegetation plan to achieve the desired end state.

Subtask 9.2 24th Street Bridge Retrofit

Psomas will lead the retrofit design, supported by NV5 for both geotechnical and structural review and design. The specific bridge elements are described in the attached Exhibit A. NSD will support the bridge design effort via hydraulic review and integration into the overall site plan.

Subtask 9.3 Sumner Link Trail Design

NSD will develop the alignment, paving design, and details for the connection of the Sumner Link Trail through the Phase 2 project area. NSD will coordinate with City staff to identify opportunities and objectives in terms of new access points and connectivity to other City infrastructure. We anticipate having participatory meetings with City staff to assess the potential for parking lots, trail access points, or similar.

NSD will adapt the previously developed trail plan to the as-built Phase 2 condition. The trail alignment will be refined to include the existing 148th Bridge as the crossing point for the Cascade Water Alliance Tailrace. The upgraded 24th Street bridge may also include public access, but that is to be determined.

Portions of the trail near 24th Street will also be used for PSE access to the two main power transmission lines that cross the WRRP site. We anticipate that the paving section may vary in these locations to facilitate the larger vehicles that might use the area. NV5 will provide geotechnical support to inform paving design and trail section.

Another objective of the trail system is to provide continued tribal fishing access to the mainstem White River. NSD will work with the City and Tribes to facilitate fishing access.

ASSUMPTIONS:

- ▶ The bridge retrofit and the WRRP/Sumner Link Trail elements will be bid separately, in 2026 and 2027 respectively.
- ▶ The design assumptions from the existing agreement are extended to this amendment.
- ▶ No structural upgrades to the 148th Bridge will be required as part of the trail design.
- ▶ The City will provide one round of consolidated comments on 90% design deliverables and will resolve conflicting comments prior to transmittal to NSD.
- ▶ The City will arrange up to three (two hour) meetings with staff to identify internal Staff objectives and/or requirements for the project.

DELIVERABLES:

- ▶ 90% Design Plans, Specifications, and Estimate for the 24th Street Bridge Retrofit
- ▶ 90% Design Plans, Specifications, and Estimate for the WRRP and Sumner Link Trail
- ▶ Final design plans, specifications, estimate, and bid package for 24th Street Bridge Retrofit
- ▶ Final design plans, specifications, estimate, and bid package for the WRRP and Sumner Link Trail
- ▶ Tribal staff coordination at Dialogue Group meetings and up to two (one hour) stand alone meetings

PROJECT BUDGET AND SCHEDULE

This project budget represents our knowledge of the work already completed, best understanding of the requested project elements, and accompanying assumptions. For the scope of services described above, we estimate that our total fee will be completed on a time and materials not to exceed the value of \$806,674. This budget estimate is made based on the scope of services outlined above and is broken out per task below in Table 1. It is our understanding that the necessary funds are available for this project and that these funds are committed to the project upon execution of this agreement.

Table 1. Project Budget and Schedule

DESCRIPTION	BEGINNING DATE	ENDING DATE	SUB TOTAL
Task 1. Project Management	January 2026	December 2026	\$26,884
Task 7. Permit Revisions	September 2025	December 2026	\$39,738
Task 8. Bid and Construction Support	May 2026	December 2026	\$93,341
Task 9. Final Design	August 2025	December 2026	\$646,711
PROJECT TOTAL			\$806,674

White River Restoration Project
Phase 3 NSD Support
7/28/2025

Billing Rate		\$309.00	\$254.00	\$269.00	\$229.00	\$225.00	\$202.00	\$214.00	\$166.00	\$254.00	\$225.00	\$151.00	\$111.00						
Staff Name: Staff Level (below):		Tim A (Senior Principal Scientist)	Megan N (Associate Principal Engineer)	Steve W (Principal Scientist)	Matt T (Senior Engineer)	Danny S (Senior Scientist)	Eby L (Project Engineer)	Laura Z (Senior Scientist)	Kaitlyn S (Staff Engineer)	Torrey L (Associate Principal Scientist)	Marcia F (Senior Scientist)	Claire J (Staff Scientist)	Key M (Senior Admin Support)						
Task	Task Description													Total Hours	Labor Cost	Expenses	Total Cost		
1 Project Management																			
1.1	Monthly Invoicing			8										12	20	\$ 3,484.00		\$ 3,484.00	
1.2	Team Meetings			24	40									64	\$ 15,616.00		\$ 15,616.00		
1.3	Team Coordination			16										16	\$ 4,304.00		\$ 4,304.00		
1.4	Support Tribal Coordination			8					8					16	\$ 3,480.00		\$ 3,480.00		
Subtotals		0	0	56	40	0	0	0	8	0	0	0	12	116	\$ 26,884.00	\$ -	\$ 26,884.00		
7 Permitting Revisions																			
7.1														0	\$ -		\$ -		
7.2														0	\$ -		\$ -		
7.3	24th Street Bridge Retrofit			24						16		16		56	\$ 12,936.00	\$ 98.00	\$ 13,034.00		
7.4	Wetland Mitigation Support			16						30	12	80		138	\$ 26,704.00		\$ 26,704.00		
Subtotals		0	0	40	0	0	0	0	0	46	12	96	0	194	\$ 39,640.00	\$ 98.00	\$ 39,738.00		
8 Bid and Construction Support																			
8.1	RFI, RAM, Submittals, Etc			4	24						10			38	\$ 8,822.00		\$ 8,822.00		
8.2	On-Site Inspection			40	120		120		60		40			380	\$ 81,440.00	\$ 3,079.32	\$ 84,519.32		
Subtotals		0	0	44	144	0	120	0	60	0	50	0	0	418	\$ 90,262.00	\$ 3,079.32	\$ 93,341.32		
9 Phase 3 Design																			
9.1	Grading and Reveg Refinements	0	10	20	52	48	10	0	72	0	48	0	0	260	\$ 55,400.00	\$ 25,000.00	\$ 80,400.00		
9.2	24th St Bridge Retrofit			8	24	8								40	\$ 9,448.00	\$ 434,762.48	\$ 444,210.48		
9.3	Sumner Link Trail Design	0	20	30	76	72	16	204	124	0	0	0	0	542	\$ 114,226.00	\$ 7,874.00	\$ 122,100.00		
Subtotals		0	30	58	152	128	26	204	196	0	48	0	0	842	\$ 179,074.00	\$ 467,636.48	\$ 646,710.48		
10 0																			
10.1														0	\$ -		\$ -		
10.2														0	\$ -		\$ -		
10.3														0	\$ -		\$ -		
Subtotals		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -		
Grand Totals		0	30	198	336	128	146	204	264	46	110	96	12	1570	\$ 335,860.00	\$ 470,813.80	\$ 806,673.80		

NSD
City of Sumner
White River Restoration Project
Phase 3: 24th Street E Pedestrian Bridge Rehabilitation
Final Design (Bid Documents)
Scope of Work

Psomas
July 2025

A. PROJECT DESCRIPTION/BACKGROUND

The proposed Scope of Work is to develop Final Bid Documents for the strengthening of the existing bridge to accommodate a wider superstructure for Puget Sound Energy (PSE) maintenance trucks. Psomas completed a bridge feasibility study in December 2024, which identified major elements that will need to be either replaced, modified, or strengthened to meet the larger loads and current code criteria. The strengthening will include the bridge approaches, superstructure, and existing substructure.

The Scope and Fee outlined in this document include the effort needed to develop the Final Bid Documents (Plans, Specifications, and Estimate). Psomas is currently finishing 30% Design (July 2025), and the Final Bid Documents will be based on the 30% Design elements.

B. ASSUMPTIONS

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

- The proposed design will be completed in early 2026.
- The horizontal extents of the bridge (east/west) will not be extended, and the approach spans will terminate at the existing locations. The approach spans will not be ADA compliant.
- No right of way or easement acquisition will be required.
- Traffic Control Plans will not be developed under this Scope of Work.
- Stormwater quality or quantity treatment will not be required, and will not be evaluated and/or designed.
- Stormwater will be dispersed or discharged at the current locations.
- Stormwater infiltration is not required.
- The City will be responsible for all permits and fees.
- The City will be responsible for all public/stakeholder involvement and coordination, if needed.
- The live load model will be HL-93 in order to account for any street-legal fire department or maintenance vehicles.
- This project is not federally funded nor does the City plan on acquiring federal funds for this project.
- Plans will be developed using Psomas drafting standards.
- Existing sidewalks, driveway approaches, and curb & gutter will not be removed/replaced unless impacted during bridge rehabilitation.
- Lighting/luminaires will not be installed as part of this project.
- Irrigation will not be installed as part of this project.
- Arborist for tree investigation will be provided by NSD.

Exhibit A

- Geotechnical Report will be provided by NV5 under a separate contract with NSD.
- Hydraulic reports, including scour analysis, will be provided by NSD.
- The only review agency for this design is the City of Sumner.
- The existing sewer and water utilities currently hung on the bridge will be maintained during construction before being attached to the proposed bridge improvements. It is anticipated that the water and sewer lines will need to be temporarily out of service during the superstructure removal/replacement.
- Coordination with the Department of Ecology regarding the river gauge will be conducted by the City.
- All coordination and project meetings will be conducted via phone and virtual meetings.

C. STANDARDS AND CRITERIA

- WSDOT Bridge Design Manual
- WSDOT Standard Specifications
- AASHTO LRFD Bridge Design Specifications

C. SCOPE OF WORK

TASK 9.2.1 – MANAGEMENT / COORDINATION / ADMINISTRATION

Task 1 covers the effort required to manage the contract and to assure that the project meets the City's expectations for schedule, budget, and quality of product. Effort included under this task is as follows:

- 9.2.1-1 The Consultant will provide continuous project coordination and internal management for the project design (estimate 7 months design period).
- 9.2.1-2 The Consultant will prepare for and attend coordination/progress meetings with NSD and City staff at regular intervals during the project to discuss key issues and track progress (estimate 6 meetings). In addition, conference calls will be scheduled to discuss key issues with the City as needed.
- 9.2.1-3 The Consultant will prepare for and attend coordination/progress meetings with NSD and NV5 at regular intervals during the project (estimate 14 meetings).
- 9.2.1-4 The Consultant will provide internal quality assurance/quality control (QA/QC) reviews of all work products prior to submittal for City review.

Deliverables:

- Monthly invoices and progress reports
- QA/QC of all submittals

Assumptions:

- Meetings will be conducted via telephone and/or virtual platform (i.e., Teams, etc.).
- Coordination meetings with NSD and City will be 1 hour in duration and will be attended by 3 Psomas staff.
- Coordination meeting with NSD and NV5 will be bimonthly, will be ½ hour in duration, and will be attended by 3 Psomas staff.

TASK 9.2.2 – UTILITY COORDINATION

To avoid project delays and utility conflicts, Psomas will take an active role in coordinating with private utilities affected by the proposed improvements. Effort included under this task is as follows:

Exhibit A

- 9.2.2-1 Develop a potential utility conflict figure and route to all affected purveyors. Utilities thought to be in conflict will be potholed. This plan will be developed between the 30 percent and the 60 percent submittals.
- 9.2.2-2 Psomas will organize and attend up to 6 meetings with utility purveyors regarding existing utility location and possible relocation of utilities. Confirm that relocation designs are consistent and compatible with proposed improvements. These meetings will also be used to discuss procedures during construction regarding deenergizing existing electrical, holding poles, holding wires, etc.
- 9.2.2-3 Coordinate utility appurtenance potholing, relocation, and/or adjustment as needed to accommodate proposed improvements. This effort also includes miscellaneous phone calls and emails with utilities during coordination.
- 9.2.2-4 Update base map to include utility information not picked up during field survey and to include pothole information, if applicable.

Deliverables:

- Utility Conflict Drawing showing locations of required utility potholes.
- Utility Coordination Meeting Agendas and Minutes.

Assumptions:

- Two (2) Utility Coordination meetings will be held virtually via Teams/other. Up to four (4) meetings will be held onsite with individual utilities.
- Potholing of both public and private utilities will be conducted by a private firm which will bill the pertinent purveyor directly. Potholes for City-owned utilities will be included in the Psomas contract. It is assumed that 4 City-owned utilities will be potholed.
- Utility record information and pothole data will be incorporated into the survey base map.
- Psomas will coordinate pole, vault, riser, and other utility appurtenance relocation and/or adjustments as needed with franchise utilities to accommodate proposed improvements.
- Franchise utility relocation design will be developed by the franchise utility. Survey for franchise utility relocation is not included in this Scope of Work.

TASK 9.2.3 – SUPPLEMENTAL SURVEY

- 9.2.3-1 Psomas will conduct supplemental survey to confirm existing grade at several locations, pick up changed site conditions, and to pick up additional trees on the west side of the river.

Deliverables:

- Updated survey data and base map.

Assumptions:

- Base map will be prepared in AutoCAD 2024 using Psomas drafting standards.
- Survey datums will be NAD83/2011 and NGVD29.
- Psomas will utilize an outside utility locate company to field locate and mark utilities within the survey area (if needed).
- City utilities will be located by the City.
- Property corners will not be set as part of this Scope.
- Completing a Record of Survey is not included as part of this Scope.

Exhibit A

- Rights-of-Entry for survey will be acquired by the City, if necessary.

TASK 9.2.4 – STORMWATER SITE PLAN

This task includes the stormwater analysis and design tasks needed to support the final design of the bridge improvements. Stormwater design will address the requirements of the Department of Ecology’s 2019 Stormwater Management Manual for Western Washington (SWMMWW), as adopted by the City of Sumner. The following tasks are anticipated to be needed:

9.2.4-1 Develop DRAFT Stormwater Site Plan (SSP)

9.2.4-2 Develop Final SSP

Deliverables:

- Stormwater Site Plan Draft (PDF)
- Stormwater Site Plan Final (PDF & 1 hard copy)

Assumptions:

- The Construction Stormwater Pollution Prevention Plan (SWPPP) will be prepared by the Contractor.
- The project will add more than 2,000 square feet of new/replaced hard surfaces; therefore, the Stormwater Site Plan will be required to address Minimum Requirements 1-5.
- The SSP will be prepared in accordance with the Ecology Stormwater Management Manual for Western Washington.
- The SSP report will be prepared in a concise format that documents how each of the applicable minimum requirements has been met.
- The bridge deck will be categorized as Non-Pollution Generating Hard Surface.
- No stormwater quality or quantity control facilities will be required.
- Infiltration is not feasible and is not required.

TASK 9.2.5 – 60% DESIGN

This task includes the effort required to further the design, making minor modifications requested in the design review, and comments received from the 30% review. Produce a set of 60% Contract documents (design drawings and technical specifications) for City review and comment.

9.2.5-1 60% Design Plans: The plans will be developed to include information required to show all major improvements and limits of disturbance. Items such as details and construction notes will not be complete. It is anticipated the 60% Submittal will contain the following sheets:

Title	Number
Cover Sheet	1
Legend & Abbreviations	1
Alignment & Survey Control	1
Site Preparation & TESC (Plan/Plan)	1
Trail General Plan & Elevation	1
Bridge General Plan and Elevation	1
Bridge Index and General Notes	1

Exhibit A

Bridge Foundation Plan	1
Pile Details (Abutment/Piers)	1
Abutment 1 and 2 Layout	1
Wing Walls and Misc Abutment Details	1
Pier 1 and 4 Layout and Details	1
Pier 2 and 3 Layout and details	1
Pier Sections	1
Pier Seat Details	1
Superstructure Requirements	1
Approach Retaining Wall Plan Layout	1
Approach Retaining Wall Details	1
Temporary Utility Support Plan	1
Temporary Utility Support Details	2
Water Plan & Profile	1
Sanitary Sewer Plan & Profile	1
Stormwater Plan & Profile	1
Utility Details	1
Property Restoration Plan	1
TOTAL	26

The horizontal and approximate vertical location of the proposed bridge improvements will be established at this point.

9.2.5-2 Prepare Bridge Strengthening/Retrofit Calculations: Psomas will develop retrofit and gravity load design calculations.

9.2.5-3 Draft specifications: The draft specifications will include a list of Bid Items, measurement and payment sections for each Special Provision Bid Item, and a Special Provision outline.

Psomas will coordinate with modular bridge suppliers and create specifications for a prefabricated bridge superstructure to be placed on the strengthened substructure. The modular bridge fabricator will design the superstructure and provide plans and calculations to be reviewed by Psomas.

9.2.5-4 Construction Cost Estimate: Develop a construction cost estimate based on the 60% design.

9.2.5-5 60% Design Submittal Review Meeting: The purpose of this meeting is to confirm the design elements shown in the 60% design plans prior to proceeding with design development. Plans will be submitted for review 2 weeks prior to the meeting.

Deliverables:

- Half-size hard copy 60% Plans (11"x17" size, PDF only).
- 60% Draft Construction Specifications (Electronic: PDF).
- 60% Construction Cost Estimate (Electronic: PDF).
- Responses to the City 30% Comments (PDF).

Exhibit A

Assumptions:

- Once the design decisions have been made at the design review meetings, changes to these decisions will be considered out of Scope work. No revisions to the horizontal or vertical configuration of the bridge improvements will occur after the 30% Design.
- City staff present at project progress and design meetings will have the authority to make decisions and provide direction regarding critical project elements.

TASK 9.2.6 – FINAL DESIGN

This task covers the effort required to prepare 90% PS&E Submittal and Final Bid Documents.

9.2.6-1 Develop 90% Plans: Incorporate all comments received during the 60% design plan review meeting. It is anticipated that the 90% and Final Bid Documents submittals will contain the following sheets:

Title	Number
Cover Sheet	1
Legend & Abbreviations	1
Alignment & Survey Control	1
Site Preparation & TESC (Plan/Plan)	1
Trail General Plan & Elevation	1
Bridge General Plan and Elevation	1
Bridge Index and General Notes	1
Bridge Removal Plan	1
Bridge Foundation Plan	1
Pile Details (Abutment/Piers)	1
Abutment 1 and 2 Layout	1
Wing Walls and Misc Abutment Details	1
Pier 1 and 4 Layout and Details	1
Pier 2 and 3 Layout and details	1
Pier Sections	1
Pier Seat Details	1
Superstructure Requirements	1
Approach Retaining Wall Plan Layout	1
Approach Retaining Wall Details	1
Temporary Utility Support Plan	1
Temporary Utility Support Details	2
Water Plan & Profile	1
Sanitary Sewer Plan & Profile	1
Stormwater Plan & Profile	1
Utility Details	3
Property Restoration Plan	1
Property Restoration Typical Sections & Details	2
TOTAL	31

Exhibit A

Point of Clarification: We are currently utilizing Psomas Bridge Engineers out of California with decades of experience in designing structures of all sizes, some much larger in span than currently proposed at 24th Street E. However, the structural engineering requirements differ between Washington state and California. Washington requires a specific Structural Engineering (SE) certification (not required in California) for “Significant Structures” which include “Bridges having a total span of more than 200 feet...” (RCW 18.43.020 & 18.43.040). To meet this requirement, we are bringing on a Washington Certified SE from NV5 to provide structural QC, stamp the structural plans, and act as Engineer of Record for the structural elements.

- 9.2.6-2 90% Contract Documents including Bid Proposal, Contract Forms, and Special Provisions.
- 9.2.6-3 Construction Cost Estimate based on the 90% PS&E package.
- 9.2.6-4 90% Design Review Meeting: The purpose of this meeting is to conduct a working review of the 90% PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the PS&E package to develop the Final Bid Documents.
- 9.2.6-5 Psomas will address comments received during the 90% Review and prepare Final Bid Documents. Psomas will develop Cost Estimate and Special Provisions based on Final Bid Documents.

Deliverables:

- **90% Review Submittal**
 - Construction Cost Estimate (PDF).
 - 90% Plans and Specifications (PDF).
 - Response to the City’s 60% comments.
- **Bid Documents**
 - PS&E (1/2 size plans) (PDF).
 - Full size Plans (PDF).
 - CAD and C3D files.
 - Estimate (Excel and PDF (stamped)).
 - Specifications (Word and PDF (stamped)).
 - 3 – ½ Size Plan Sets (11x17) & Project Manual (Hard Copy).
 - 2 – Full Sized Plan Set (22x34) (Hard Copy).
 - Response to 90% Review Comments.

Assumptions:

- City will provide bidding services and reproduction of Contract Documents (except for the hard copies specified above).

MANAGEMENT RESERVE

A Management Reserve has been established for this project to provide flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or reimbursing Psomas for additional work beyond that already defined in this Agreement. Such authorization(s) will be in writing, prior to Psomas expending any effort on such services, and shall not exceed \$20,000.

Exhibit A

ADDITIONAL SERVICES

Psomas can provide services in addition to those outlined above as requested by the NSD and/or the City. It is assumed that additional services such as additional design effort, additional survey, Bidding support, construction engineering support, construction survey, developing Record Drawings, etc. shall be covered under a separate supplemental agreement.

PROJECT LOCATION

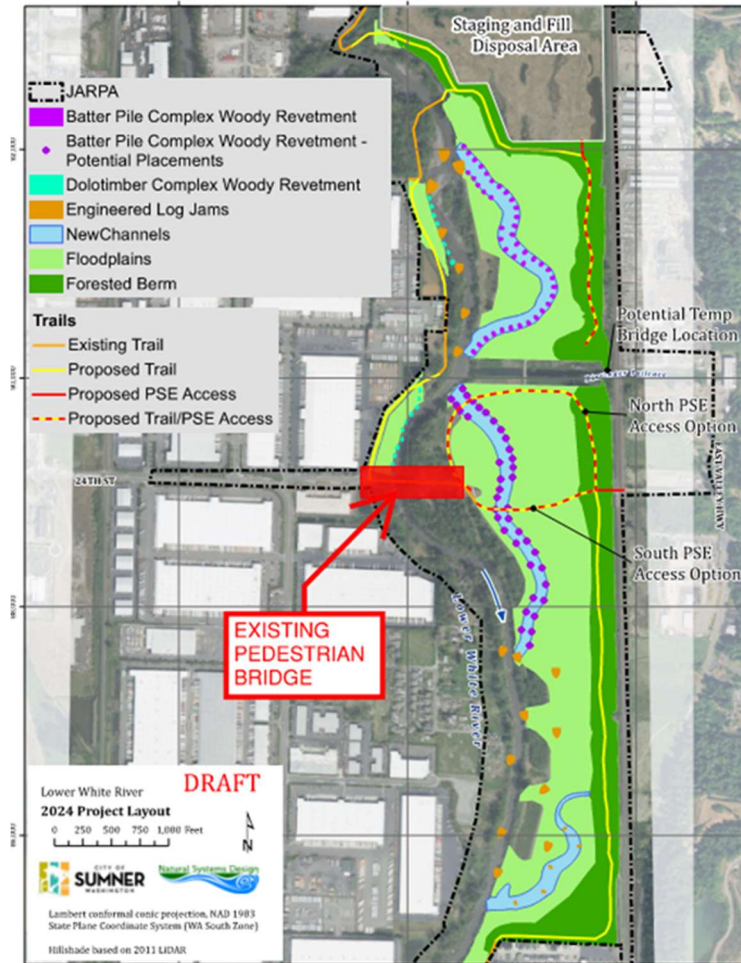


EXHIBIT E

PRIME CONSULTANT COST COMPUTATIONS

Client: NSD

Project Name: White River Restoration Project Phase 3: 24th Street E Pedestrian Bridge Rehabilitation Preliminary Design (Final Design)

Psomas Project Number: 21161

Date: July 2025

Task No.	Task Description	Labor Hour Estimate												Total Hours and Labor Cost Computations by Task		
		Engineering Manager II	Sr. Structural Engineer	Project Structural Engineer	Design Structural Engineer	Senior Engineer II	Project Engineer II	Design Engineer II	Senior Project Manager Survey	Survey Crew II (W/Equip)	Project Surveyor II	Project Landscape Architect I	Senior CAD Technician	Senior Admin	Hours	Totals
		\$276.00	\$290.00	\$180.00	\$165.00	\$217.00	\$198.00	\$148.00	\$263.00	\$284.00	\$181.00	\$164.00	\$146.00	\$148.00		
Task 9.2.1 - Management / Coordination / Administration																
9.2.1-1	Project Coordination & Management	16											24	40	\$ 7,968.00	
9.2.1-2	Client Coordination/Progress Meetings	4	6	6			6							22	\$ 5,112.00	
9.2.1-3	NSD Coordination/Progress Meetings	2	7	7			7							23	\$ 5,228.00	
9.2.1-4	QA/QC	16	24											40	\$ 11,376.00	
														0	\$ -	
	Task Total	38	37	13	0	0	13	0	0	0	0	0	24	125	\$ 29,684.00	
Task 9.2.2 - Utility Coordination																
9.2.2-1	Utility Conflict Figure					2	6							8	\$ 1,284.00	
9.2.2-2	Meetings with Utility Purveyors	6				8	8							22	\$ 4,424.00	
9.2.2-3	Coordinate Potholing/Relocation/Adjustment	1				6	24							31	\$ 5,016.00	
9.2.2-4	Update Base Map									4				4	\$ 724.00	
														0	\$ -	
	Task Total	7	0	0	0	0	16	38	0	4	0	0	0	65	\$ 11,448.00	
Task 9.2.3 - Supplemental Survey																
9.2.3-1	Supplemental Survey and Base Map Updates								2	16	24			42	\$ 9,414.00	
														0	\$ -	
	Task Total	0	0	0	0	0	0	0	2	16	24	0	0	42	\$ 9,414.00	
Task 9.2.4 - Stormwater Site Plan																
9.2.4-1	DRAFT Stormwater Site Plan	2				8	16	32						58	\$ 10,192.00	
9.2.4-2	FINAL Stormwater Site Plan	2				8	18							28	\$ 4,800.00	
														0	\$ -	
	Task Total	4	0	0	0	8	24	50	0	0	0	0	0	86	\$ 14,992.00	
Task 9.2.5 - 60% Design																
9.2.5-1	60% Plans	8	30	196	148		60	80			8	40		570	\$ 101,480.00	
9.2.5-2	Bridge Strengthening/Retrofit Calculations		4	80										84	\$ 15,560.00	
9.2.5-3	60% Specifications	4	4	24			12				2		4	50	\$ 9,880.00	
9.2.5-4	60% Construction Estimate	1	2	24	24		8	6			2			67	\$ 11,936.00	
9.2.5-5	60% Design Review Meeting	1	1	1			2							5	\$ 1,142.00	
														0	\$ -	
	Task Total	14	41	325	172	0	82	86	0	0	0	12	40	4	\$ 139,998.00	
Task 9.2.6 - Final Design																
9.2.6-1	90% Plans	6	24	24	16		24	40			4	24		162	\$ 30,408.00	
9.2.6-2	90% Contract Documents	6	4	8	8		16				2		8	52	\$ 10,256.00	
9.2.6-3	90% Estimate	1	8	2			6	8			2			27	\$ 5,656.00	
9.2.6-4	90% Design Review Meeting	1	1	1			2							5	\$ 1,142.00	
9.2.6-5	Bid Documents	4	20	20	8		8	24					16	6	\$ 20,184.00	
														0	\$ -	
	Task Total	18	57	55	32	0	56	72	0	0	0	8	40	14	\$ 67,646.00	
	Total Labor Hours and Fee	63	78	338	172	8	135	174	2	16	28	12	40	28	\$ 273,182.00	
															\$ -	
Subconsultants																
															Structural Review (NV5) \$ 130,173.48	
															Subtotal \$ 130,173.48	
															Administrative Charge (5%) \$	
															Total Subconsultant Expense \$ 130,173.48	
Reimbursable Direct Non-Salary Costs																
															Utility Potholes (Allowance) \$ 10,000.00	
															Mileage at current IRS rate \$ 350.00	
															Reproduction Allowance \$	
															Total Reimbursable Expense \$ 10,350.00	
															Management Reserve \$ 20,000.00	
															Total Estimated Budget \$ 433,705.48	

**APPENDIX A – CITY OF SUMNER 24th STREET PEDESTRIAN BRIDGE REHABILITATION -
DESIGN - SCOPE OF SERVICES**

This Page Intentionally Left Blank

CITY OF SUMNER 24th STREET PEDESTRIAN BRIDGE REHABILITATION DESIGN - SCOPE OF SERVICES

NV5 Project Number: (Pending)

PSOMAS

Project Manager: Nathan Mozer, PE; Abraham Jauregui, PE

2502 Jefferson Avenue

Tacoma, WA 98402

Project No. 21161

Office: 253.344.5285

503-526-0775 fax

nate.mozer@psomas.com

abraham.jauregui@psomas.com

NV5

Project Manager: Kaiyuan Liu, Ph.D., PE, SE

2101 4th Ave., Suite 1310

Seattle, Washington 98121

425.951.4860 (direct)

425-736-2312 (cell)

kyle.liu@NV5.com

Scope of Services

INTRODUCTION

The purpose of this project is to design the rehabilitation of the existing pedestrian bridge located on the west side of 24th Street over the White River to accommodate Puget Sound Energy (PSE) service truck access. The existing bridge was built in 1999 and is 10' wide and comprised of three spans (42'-170'-42') supported by pile-founded piers and abutments. 140-ft long approach ramp structures are located on each side of the bridge.

PSOMAS has been selected by the City of Sumner to complete the rehabilitation design as the leading consultant. However, it is required in Washington that bridges over 200 ft must be stamped by a licensed Structural Engineer (SE); therefore, NV5 is invited to join the design team as a partner to provide oversight, review, QA/QC for all the design documents and eventually the responsible Bridge Engineer with SE license will stamp and sign off all design documents as the Engineer of Record (EOR). A subconsultant agreement has been signed for NV5 to support PSOMAS on 30% design deliverables. After 30% phase, NV5 is requested to continuously provide design support for all the next design phases.

DESIGN SCHEDULE

The schedule for this project is as follows:

- 30% – 07/18/2025
- 60% _____

- 90% _____
- Bid Set _____
- Construction: Summer 2026

Note: The schedule is based on the Agreement being executed no later than _____. In order to meet this schedule, NV5 will need to attend weekly “over the shoulder” working meetings and be involved in making design decisions.

WORK BREAKDOWN STRUCTURE (WBS)

Task 1.0	Project Management, Administration and Meetings
Task 2.0	30% Plan Development (completed)
Task 3.0	60% Plan Development
Task 4.0	90% Plan Development
Task 5.0	Bid Document Development
Task 6.0	Bidding Support during Construction (reserved)
Task 7.0	Engineering Service during Construction (reserved)
Task 8.0	Contingencies (reserved)

CONSULTANT RESPONSIBILITIES

TASK 1.0 Project Management, Administration and Meetings

1.1 Project Management, Coordination, and Project Scheduling

- Provide management, coordination, and direction to the project team for completing the project on time and within budget.
- Track project costs and budgets monthly, update schedule as necessary.

1.2 Project Team Meetings

Hold regular project meetings with key team members and City’s representatives and/or others as needed to address and resolve project issues as they are encountered. Meetings below assume 1 hour each for the number of design staff defined below.

- Design Team meetings with leading consultant and city – attend regular team meetings to coordinate the overall design status of the project and to address project design issues. Assumed 2 people attend meetings averaging one per month for 10 months.
- Internal Design Review Meetings - Complete formal design reviews at the completion of the key milestone submittals. For each design phase, four formal and four periodic internal team coordination meetings assumed throughout all design phases and assumed 2 people to attend each meeting. Each meeting is assumed to be half an hour.

- Weekly meetings as needed – assume two people attend each half hour meeting with the prime for over-the-shoulder progress review.

Deliverables:

- *Monthly Invoices and Progress reports*
- *Meeting Minutes or Records of Decisions as necessary*

TASK 2.0 30% Plan Development (Completed)

TASK 3.0 60% Plan Development

NV5 will support PSOMAS to develop 60% bridge and structural plan sheets.

3.1 Review and Address Comments on 30% Design

City and Other Agency's Comments on 30% Design shall be fully reviewed and responded by PSOMAS and the completed Comment Resolution Matrix forms shall be provided for the NV5 team to perform a thorough independent review. Coordination among PSOMAS, the city, or other associated stakeholders may be necessary.

3.2 60% Design Support and Independent Design Check

The overall project geometries and all bridge/structural configurations shall all be finalized at this phase. Bridge/structural plans shall include a general bridge layout and typical sections, new abutments and walls design, existing abutment rehabilitation design, and existing intermediate piers rehabilitation. Preliminary superstructure plans shall be provided to finalize the substructure geometry and bridge boundary conditions. Utility relocation design shall be completed and new utilities (if any) on the bridge shall be identified. All comments from reviews of the 30% plans must be addressed and incorporated properly.

During the design development, which will be mainly performed by PSOMAS, NV5 will attend weekly over-the-shoulder progress review meetings and provide comments or design input as requested by PSOMAS either via email or at meetings. Once the 60% design package is completed and fully QCed internally by PSOMAS, it shall be submitted to NV5's team for a thorough independent review. Minimum two weeks shall be reserved for the independent review, while NV5's review schedule will also depend on workload conditions and key personnel availability at the time of submittal.

3.3 Special Provisions and Cost Estimate Review

A Special Provisions outline is expected for 60% design and shall be provided to NV5's team for review. NV5 will also conduct an independent review of structural engineering quantities and cost estimates.

Assumptions:

- Submittals for NV5 to perform independent reviews shall be fully QCed by PSOMAS already and QC/QA documentation will be included in the review set.
- Draft Geotechnical Report and preliminary geotechnical parameters for foundation design shall be provided by NV5 (covered by a separate contract).

- Preliminary Hydraulic Data and Scour information shall be provided.
- Preliminary Superstructure Plans shall be provided for substructure geometry review.
- Utility Relocation Plan and Updated Utility Plans shall be provided.

TASK 4.0 90% Plan Development

These bridge/structural plans shall be nearly complete, with only minor modifications needed to take the plans to the final bid set. The plans shall include all details needed to construct/rehab the entire bridge including existing piers and abutments rehabilitation, new abutments, and 90% or final superstructure plans. All comments from review of the 60% deliverables shall be addressed and incorporated properly.

4.1 Review and Address Comments on 60% Design

City and Other Agency's Comments on 60% Design shall be fully reviewed and responded by PSOMAS and the completed Comment Resolution Matrix forms shall be provided for the NV5 team to perform a thorough independent review. Coordination among PSOMAS, the city, or other associated stakeholders may be necessary.

4.2 90% Design Support and Independent Design Check

These bridge/structural plans at a minimum shall include cover and sheet index; structural design general notes; survey control and site conditions; general plan and elevation; existing bridge demolition plan; foundation geotechnical data; foundation plan; existing pier rehabilitation elevation, section and details; existing abutment rehabilitation elevation, section and details; new abutment elevation, sections and details; deck typical section with utilities and utility hanger details. The 90% or final superstructure design plans, which are assumed to be completed by others, shall be provided for NV5's team to verify substructure geometry and details.

During the design development, which will be mainly performed by PSOMAS, NV5 will attend weekly over-the-shoulder progress review meetings and provide comments or design input as requested by PSOMAS either via email or at meetings. Once the 90% design package is completed and fully QCed internally by PSOMAS, it shall be submitted to NV5's team for a thorough independent design check. Minimum four weeks shall be reserved for the independent design check for all major structural elements, while NV5's review schedule will also depend on workload conditions and key personnel availability at the time of submittal.

4.3 Special Provisions and Cost Estimate Review

The Special Provisions and Cost Estimate shall be nearly finalized, with only minor modifications needed for the bid set, provided to NV5's team for review. NV5 will also conduct an independent review of structural engineering quantities and cost estimates.

Assumptions:

- Submittals for NV5 to perform independent reviews shall be fully QCed by PSOMAS already and QC/QA documentation will be included in the review set.
- Final Geotechnical Report and geotechnical parameters for foundation design shall be provided by NV5 (covered by a separate contract).

- Final Hydraulic Data and Scour information shall be provided.
- Final Superstructure Plans shall be provided for the overall bridge geometry review.
- Final Utility crossing plan and details shall be provided for the bridge typical section review.

TASK 5.0 Bid Document Development

5.1 Review and Address Comments on 90% Design

The City and Other Agency's Comments on 90% Design shall be fully reviewed and responded by PSOMAS and the completed Comment Resolution Matrix forms shall be provided for the NV5 team to perform a thorough independent review. Coordination among PSOMAS, the city, or other associated stakeholders may be necessary.

5.2 Final Bid Document Review (Final PS&E Package Review)

During Bid Set development, which will be mainly performed by PSOMAS, NV5 will attend weekly over-the-shoulder progress review meetings and provide comments or design input as requested by PSOMAS either via email or at meetings. Once the Bid set is completed and fully QCed internally by PSOMAS, it shall be submitted to NV5's team for a thorough independent design check. Minimum two weeks shall be reserved for the PS&E package independent review, while NV5's review schedule will also depend on workload conditions and key personnel availability at the time of submittal. A licensed Structural Engineer (SE) of NV5 will stamp all structural plans.

Assumptions:

- Submittals for NV5 to perform independent reviews shall be fully QCed by PSOMAS already and QC/QA documentation will be included in the review set.

TASK 6.0 Bidding Support During Advertisement (Reserved)

TASK 7.0 Engineering Services During Construction (Reserved)

TASK 8.0 Contingencies (reserved)

<p style="text-align: center;">ATTACHMENT "A" NV5</p> <p style="text-align: center;">WRRP 24th Street (City of Sumner, PSOMAS)</p>			Classification - Bridge Director	Classification - Associate Director	Classification - Bridge Engineer	Classification - ENGINEERING TECHNICIAN LEAD	Classification - ADMINISTRATIVE ASSISTANT 5	NV5						
			Kyle	Adrian	Shivam	Dean	Deanne							
			PM/EOR	Senior Bridge Engineer	Bridge EIT	Bridge Drafter	PA							
			\$	310.20	\$	274.08	\$	145.14	\$	148.83	\$	136.98	Total	Subtotal
Hrs.				Hrs.		Hrs.		Total Hours	Subtotal Labor	Expenses (mileage, per diem, copies)	Total Costs			
TASK 1	Sub-Task	PROJECT MANAGEMENT, ADMINISTRATION and MEETINGS												
1.1	Project Management, Project Coordination, and Project Scheduling	30		0		18		48	\$	11,771.64		\$	11,771.64	
1.2	Project Team Meetings	32	32	0				64	\$	18,696.96	\$	90.00	\$	18,786.96
	Total Task 1	62	32	0		18		112	\$	30,468.60	\$	90.00	\$	30,558.60
Task 2	Sub-Task	30% Plan Development (Completed)												
TASK 3	Sub-Task	60% Plan Development												
3.1	Review and Address City and Other Agency's Comments on 30% Desig	8	8	0	0			16	\$	4,674.24		\$	4,674.24	
3.2	60% Design Support and Independent Review	20	40	0				60	\$	17,167.20		\$	17,167.20	
3.3	Special Provisions and Cost Estimate Review	2	4	8				14	\$	2,877.84		\$	2,877.84	
	Total Task 2	30	52	8	0	0		90	\$	24,719.28	\$	-	\$	24,719.28
TASK 4	Sub-Task	90% Plan Development												
4.1	Review and Address City and Other Agency's Comments on 60% Desig	8	8	0	0			16	\$	4,674.24		\$	4,674.24	
4.2	90% Design Support and Independent Review	50	100	80				230	\$	54,529.20		\$	54,529.20	
4.3	Special Provisions and Cost Estimate Review	4	8	12				24	\$	5,175.12		\$	5,175.12	
									\$	-		\$	-	
	Total Task 3	62	116	92	0	0		270	\$	64,378.56	\$	-	\$	64,378.56
TASK 5	Sub-Task	Bid Document Development												
5.1	Review and Address City and Other Agency's Comments on 90% Desig	8	8	0	0			16	\$	4,674.24		\$	4,674.24	
5.2	Final Bid Set Review (PS&E)	10	10					20	\$	5,842.80		\$	5,842.80	
	Total Task 4	18	18	0	0	0		36	\$	10,517.04	\$	-	\$	10,517.04
TASK 6	Sub-Task	Bidding Assistance (reserved)												
TASK 7	Sub-Task	ESDC (reserved)												
TASK 8	Sub-Task	Contingencies (reserved)												
	Total Task 8	0		0		0		0	\$	-	\$	-	\$	-
Sub Total		172	218	100	0	18	508	\$	130,083.48	\$	90.00	\$	130,173.48	
								Total HR					Total Fee	

SUBJECT: White River Restoration - Dialogue Group Facilitation Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$30,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Amendment w/ Scope & Fee

STAFF CONTACT: Doug Beagle, Development Services Director, Robert Wright, Assistant Engineering Manager

SUMMARY BACKGROUND:

The White River Restoration is a currently under construction project restoring 200 acres of floodplain, reducing flood risk and creating habitat for ESA listed salmon species. The project is creating new river channels, installing large wood, and excavating existing ground to build a forested berm. Two future phases of the project, the Pacific Pointbar and Stewart Left Bank are in the design and acquisition phase. At the initially development of the White River Restoration project, the City convened a dialogue group with the tribes, counties, and others. This dialogue group has been integral to developing designs, building support, and securing funding for this project. Angie Thomson of Thomson Strategic has been facilitating the group since 2017. This contract supplement will provide funds to support the dialogue group for approximately 2 more years as we develop the Pacific Pointbar phase of the White River Restoration.

The contract supplement adds \$30,000 to the existing contract for a total contract value of \$104,800.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/5/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving an amendment to Thomson Strategic Consultings's Consultant Services Contract for the White River Restoration (CIP 14-10), increasing the contract amount by \$30,000 to a total authorized amount not-to-exceed \$104,800 , and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 5

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Thomson Strategic Consulting**

CONTRACT NAME & PROJECT NUMBER: **CIP 14-10 White River Restoration**

ORIGINAL AGREEMENT DATE: **March 9, 2016**

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

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

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

See Exhibit A.

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

Original Contract Sum, <i>including applicable WSST</i>	\$74,800.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$0.00
Current Contract Amount <i>including all previous amendments</i>	\$74,800.00

Current Amendment Sum	\$30,000.00
Applicable WSST Tax on this Amendment	\$0.00
Revised Contract Sum	\$104,800.00

Original Time for Completion <i>(insert date)</i>	December 31, 2018
Revised Time for Completion under prior Amendments <i>(insert date)</i>	December 31, 2024
Add'l Days Required (±) for this Amendment	1,095 calendar days
Revised Time for Completion <i>(insert date)</i>	December 31, 2027

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

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

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

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

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



Exhibit A

**White River Dialogue Group
Facilitation Support**

Submitted: 7/7/2025

Scope of work

Angie Thomson (Thomson Strategic Consulting) will continue providing senior facilitation support to the City of Sumner and the White River Dialogue Group. Period of performance is July 15, 2025 through June 30, 2027. Work will include:

Project tasks

- Coordinating and facilitating monthly Dialogue Group meetings, including:
 - Develop draft agendas for review by City staff
 - Participate in prep sessions for meetings, as needed
 - Facilitated Dialogue Group meetings
 - Track action items and distribute follow up information to group members
- Provide support for stakeholder coordination and issue resolution as necessary
- Preparing monthly invoices and work summaries

Assumptions

- Meetings will be held virtually or in-person at City of Sumner City Hall.

Deliverables

- Meeting agendas (up to 24)
- Monthly invoices and work summaries (up to 24)

Cost estimate

Fully loaded billing rate: \$215 per hour

Task	Hours	Cost
Project management	18	\$3,870

Meeting planning and agenda development	24	\$5,160
Meeting facilitation	72	\$15,480
Meeting follow-up	24	\$5,160
Labor totals	138	\$29,670
Mileage (472 miles total)		\$330
Total Cost Estimate		\$30,000

SUBJECT: Operations Facility - Puget Sound Energy Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$63,129.61

Within Budget Allocation: Yes

ATTACHMENTS:

1. PSE Commercial Gas Contract

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager

SUMMARY BACKGROUND:

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

As a part of completing the project, Puget Sound Energy (PSE) will need to install the gas main to service the project site.

PSE has provided an agreement at a cost of \$63,129.61.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/5/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Puget Sound Energy, in an amount not-to-exceed \$63,129.61 for the Operations Facility Phase 3 Project (CIP 17-13), substantially in a form approved by the City Attorney and ratify and confirm any and all prior acts consistent with this approval.



COMMERCIAL NATURAL GAS FACILITY SERVICE CONTRACT

Service Contract is
subject to revision 90
days after 07/30/25

Customer (Owner) Name CITY OF SUMNER		Co-Owner Name (if applicable)	
Service Address 14320 29TH ST E, BLDG - A, C & D		City SUMNER	Zip Code 98390
Billing Address (if different from above) 1104 MAPLE ST		City SUMNER	State WA
Primary Phone 253-299-5719		Email Address drewm@sumnerwa.gov	
Alternate Phone		Zip Code 98390	
Type of Service Required <input type="radio"/> Existing <input checked="" type="radio"/> New Construction			

Your Natural Gas Usage Plans

IF YOU CHANGE YOUR APPLIANCE SELECTION, PLEASE NOTIFY YOUR PSE REPRESENTATIVE

Gas Usage	BTU/HR	ANNUAL THERMS
<input type="checkbox"/> Space Heating	_____	_____
<input type="checkbox"/> Water Heating	_____	_____
<input type="checkbox"/> Cooking	_____	_____
<input type="checkbox"/> Process	_____	_____
<input checked="" type="checkbox"/> BUILDING A	300,000	_____
<input checked="" type="checkbox"/> BUILDING C	825,000	_____
<input checked="" type="checkbox"/> BUILDING D	600,000	_____
<input type="checkbox"/> _____	_____	_____
<input type="checkbox"/> _____	_____	_____
<input type="checkbox"/> _____	_____	_____
Total:	1,725,000	_____

Building Square Footage: 49,555 TOTAL

Desired Delivery Pressure at Meter 6" W.C. 2 psi

Additional Job Details

INSTALL 285' OF 2' PE GAS MAIN. PSE RESPONSIBILITY FOR ALL WORK IN ROW. CUSTOMER RESPONSIBILITY FOR ALL PRIVATE PROPERTY TRENCHING FOR GAS MAIN AND SERVICES. INSTALL (3) GAS SERVICES AND METERS FOR BUILDINGS A, C & D.

Payment Information

Customer Payment: \$ 63,129.61 prior to scheduling installation of facility.

Security Deposit: \$ 0

TOTAL CHARGES DUE NOW: \$ 63,129.61
Includes Estimated Applicable Utility Taxes.

Customer Acceptance

By signing this Service Contract you are authorizing PSE to continue with all the needed elements to complete your project. Upon receipt of a signed Service Contract, PSE will bill you for the amount indicated at the mailing address shown on the Service Contract. Please follow payment instructions on that billing statement. PSE requires payment prior to firming up a construction date; delaying payment may result in a construction delay. Changes in the scope of the project requested by you may result in either additional charges or refunds to the amount billed on this Service Contract.

It is agreed and declared that the terms of conditions set forth herein and on the reverse hereof are part of this Service Contract and binding upon the parties hereto. Customer grants permission for PSE to access credit information when necessary. This Service Contract is not valid until accepted by PSE. Customer acknowledges the receipt of a copy of the Service Contract.

***Important Note**

In addition to the charges above, you will receive a bill from PSE for monthly basic charges as soon as the meter is installed. If customer fails to commence gas usage within 24 months from the date of installation, then the full line extension amount is due.

**Customer
Initials:**

Customer Signature _____ Print Name DREW MCCARTY Date _____

Notification Number 516499478

TERMS OF SERVICE CONTRACT

GENERAL

This Service Contract represents the entire understanding and Service Contract between the Customer ("Customer") and Puget Sound Energy ("PSE") and supersedes any and all prior Service Contracts, whether written or oral, that may exist between the parties. All matters not specifically agreed to or identified herein including but not limited to the proposed extension of distribution facilities, and natural gas consumption, are governed by the Washington Administrative Code ("WAC") and the WN U-2 tariff ("Tariff") for PSE on file with the Washington Utilities and Transportation Commission ("WUTC"), as such Tariff may be revised from time to time upon approval of the WUTC. Any conflict in terms between this Service Contract and PSE's Tariff shall be resolved in favor of such Tariff. Provided, however, that any price quoted will be honored for three (3) months.

FACILITY EXTENSION

PSE agrees to install for Customer the natural gas distribution facility extension described on the front of this Service Contract. This facility extension at all times will remain the property of PSE. Customer in turn agrees to (a) pay the amount, if any, due for the extension; (b) make the payments to PSE as required by this Service Contract, if applicable; and (c) abide by terms and conditions stated herein.

CUSTOMER PAYMENT

All applications to extend distribution facilities to Customers are subject to Rule No. 6 of PSE's Tariff to determine if an extension or modification is justified without additional customer payment and the level of additional customer payment, if required.

SECURITY DEPOSIT

If a security deposit is noted on the front of this Service Contract, the Customer is required to post a security deposit. The amount of the deposit is for advance security and will not limit the other remedies otherwise available to PSE. The Customer authorizes PSE to run a credit report on the Customer for purposes of determining credit worthiness for the facilities installation or modification. The Customer agrees to provide a security deposit and other remedies if required by PSE.

POTENTIAL REFUNDS

When the customer is required to pay a security deposit, it may be refundable, subject to applicable incremental load of additional customers, within five years from the time the initial gas main is installed. Refund requests must be made within six years from the time the initial gas main is installed. The customer is responsible for making all refund requests. The Company will perform one security deposit review during the six-year period. If the customer is eligible for a refund, the refund amount will include applicable interest in accordance with WAC 480-90-113. Questions concerning refunding should be directed to PSE's Customer Contract Analysts at Rule6_Refund_Requests@pse.com. Any refund amount will be sent to the Customer noted on the front of this Agreement. This should be noted and accounted for in the corresponding sales agreement if the customer sells this project to a subsequent owner. You will find it useful to retain this agreement to use as a reference when making your refund request.

PAYMENT SCHEDULE

Customer's payment period will be the same as the natural Gas Service account, or a period equivalent to the calendar month if no natural Gas Service account is established.

EXTRAORDINARY COSTS

Charges shown on the front of this Service Contract are based on PSE's estimated construction costs at the time this Service Contract is prepared. Any additional requirements imposed by government authorities that are not included in the original estimated costs are considered extraordinary costs. PSE reserves the right to revise the charges shown on the front of this Service Contract if costs other than standard construction costs are imposed by any government authority after this Service Contract is signed. Extraordinary cost(s) caused by a customer request becomes the direct responsibility of the Customer. PSE will make a reasonable effort to identify these extraordinary costs prior to the signing of this Service Contract.

LATE CHARGES

If payment is not received by the due date, a late charge may be assessed in accordance with the PSE's Tariff, as described in Rule No. 9: Bills and Payment for Service.

CUSTOMER UNABLE TO ACCEPT SERVICE CHARGE

If PSE shows up to a scheduled appointment to install distribution facilities and the Customer has not complied with PSE specifications, such as having the construction route cleared and to grade, providing trench, or obtaining necessary inspections or permits, the Customer may be charged the crew, equipment, and other costs associated with the trip.

*UNUSED FACILITIES EXTENSIONS

If PSE provides a facilities extension and the Customer fails to commence natural gas usage within twenty-four (24) months from the date of installation, PSE will bill the Customer for Line Extension Costs.

RIGHTS OF WAY

If PSE determines that it is necessary to obtain Operating Rights to perform any work, it shall be the Customer's responsibility to obtain such Operating Rights in a form acceptable to PSE prior to construction. If PSE chooses to obtain such Operating Rights, all costs associated with said acquisition shall be the responsibility of the Customer. If the cost to obtain adequate Operating Rights exceeds or is less than the original estimated line extension costs, PSE reserves the right to adjust the charges due from the Customer. PSE shall not be required to provide service, and may interrupt or discontinue service, if all or any portion of its facilities or Operating Rights are taken through the exercise of the power of eminent domain or are taken under threat thereof or are otherwise lost, terminated, or canceled.

OWNERSHIP OF FACILITIES

PSE shall own, operate, maintain and repair all natural gas distribution facilities installed by or for PSE, including replacement of such facilities if necessary so long as such replacement is not inconsistent with this rule or a contract governing such facilities. PSE shall not own and shall have no responsibility to operate, maintain, repair or replace any natural gas distribution facilities that were not installed by or for PSE.

METER PROTECTION

It is the Customer's responsibility to provide adequate protection for the natural gas meter(s) per PSE specifications in accordance with PSE's Tariff, as described in Rule No. 13: Customer's Responsibility.

DEFAULT

Time is of the essence and the occurrence of either of the following shall constitute and be defined as a Default: (1) any failure by Customer to pay when due any payment required by this Service Contract; or (2) any failure by Customer to perform any provision required by this Service Contract or by law. Whenever a Default shall occur, PSE or assigns may, at its option, at any time thereafter and without notice, as allowed by law, accelerate payment of the unpaid balance and demand and be entitled to immediately receive from Customer the unpaid balance plus any earned interest and late charges. Customer agrees to pay on demand the amount of all expenses reasonably incurred by PSE or assigns in an effort to collect the balance due hereunder and to minimize PSE's loss. In the event that this Service Contract is referred to an attorney for protecting, collecting or defending PSE's interest, Customer agrees to pay PSE's reasonable attorney fees and legal expenses.

CANCELCATION POLICY

The Customer will have three (3) business days to cancel this Service Contract from the date of Customer's signing. The Customer may cancel the Service Contract after that time but PSE may choose to bill the Customer for any costs incurred up to that point.



CUSTOMER REQUIREMENTS

ABOVE – 6 INCH W.C. PRESSURE GAS DELIVERY

(PER PUGET SOUND ENERGY OPERATING STANDARD 2550.1300)

INDUSTRIAL USE ONLY

For natural gas delivery from Puget Sound Energy (PSE) greater than 6 inch W.C. (water column), the following requirements must be met before your gas meter is turned on. **The installation must meet all applicable code requirements with necessary documentation (specified below) available for inspection by PSE.**

CUSTOMER-PROVIDED EQUIPMENT AND FUEL LINE (PIPING) REQUIREMENTS (AFTER THE METER)

LINE PRESSURE REGULATOR

- Inlet rated to 60 psig.
- Location shall be readily accessible to PSE.
- Must be vented to the outdoors or
 - Be equipped with a limiting orifice, restricting release of gas to not more than 5 cubic feet per hour, if the regulator is installed in a well-ventilated location. However, you must be able to demonstrate that this is acceptable to the appropriate building official and have the specification sheet available for review by the building official and PSE personnel.

LINE SHUT-OFF VALVE

- Rated to at least 60 psig.
- Installed immediately upstream of each line pressure regulator.

APPLIANCE REGULATOR AND SHUT-OFF VALVE

- Installed and located at each gas appliance or prior to a common manifold.

METER PROTECTION – OPERATING STANDARD 2525.3700

- Guard posts must be installed whenever the meter is sited where it is subject to possible vehicular damage.

PIPING

- Installed per International Fuel Gas Code (as amended by State and local authorities).
 - Pressure tested and signed off by building official.
- All fuel line piping and tie-in to meter is to be completed by the customer’s contractor.
- A piping permit must be signed and posted stating that the pipe was pressure tested.

GAS ACCOUNTS TURN-ON PROCEDURES

Upon completion of the above requirements, the customer must contact Industrial Meter Operations for scheduling the turn-on.

**Contact Industrial Meters Operations Department Project Manager to arrange a new meter turn-on:
 North Project Manager at: 206-517-3415
 South Project Manager at: 425-456-2636**

- All fuel line piping and tie-in meter is to be completed by customer’s contractor.
- A piping permit must be signed and posted stating that the pipe was pressure tested.
- PSE will preform a leak test on all piping. The gas will be turned on, brought up to operating pressure, shut back off and left for a minimum of 15 minutes. If the piping does not hold pressure, the meter set will be left off until the leak on the fuel line is corrected.
- Customer must have a representative available for initial turn-on of customer equipment. The equipment/appliance with the highest BTU rating, or multiple appliances, must be stated and run at time of turn-on to allow PSE personnel to adjust PSE regulator. (Any electrical connections necessary to operate equipment must be completed.)

By the signatures below, both the responsible party and the plumbing contractor certify that they understand and agree to abide by all customer requirements provided in this document for an above 6” W.C. delivery pressure meter.

CUSTOMER OR AUTHORIZED REPRESENTATIVE	DATE	PSE JOB # 107064354
---------------------------------------	------	------------------------

REGULATOR MANUFACTURERS

Puget Sound Energy does not endorse any manufacturer of customer line pressure regulators. The list below is provided solely as a service to provide contact names for available manufacturers and to assist the process of acquiring the required materials for the customer. The people on the list can either sell to you directly or put you in contact with representatives or distributors in your area.

Note: The product lines vary widely. Any one vendor may not be able to meet all your needs.

AMERICAN 425-392-4620	DAVID NICKERSON 800-528-3813	FISHER 425-487-9600	KEN GOODWIN MAXITROL 248-761-1708
ITRON 509-891-3079	ALEX SCAMPELLI	PIETRO FIORENTINI 916-630-9369	VINCE O’CONNOR



PSE GAS FACILITIES EXCAVATION REQUIREMENTS & FINAL GRADE CERTIFICATION

PURPOSE

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

EXCAVATION REQUIREMENTS

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

1. Developer is responsible for acquiring utility locates by calling One-Call, 1-800-424-5555 at least 48 hours (two full working week days) prior to digging. The excavation must meet the requirements of the Washington Administrative Code and Safety Standards.
2. Developer shall call the PSE contact person noted below for trench and route approval prior to starting excavation.
3. The gas main trench shall be excavated to provide a minimum of 36 inches of facility coverage, to a maximum trench depth of 48 inches.
4. The single family and multifamily residential gas service trench shall be excavated to provide a minimum of 18 inches of facility coverage, to a maximum trench depth of 36 inches. For all **Commercial/Industrial** gas services throughout PSE's service territory and ALL service in Cle Elum, west of Cle Elum and within upper Kittitas county, shall be excavated to provide a minimum of 24 inches of facility coverage, to a maximum trench depth of 36 inches. A 12 inch horizontal separation is required between PSE gas facilities and other utilities within a joint trench.
5. Use soil backfill that is free from construction debris, sharp rocks, glass, frozen clods, and rocks larger than 10 inches in diameter. Developer shall provide and install sand (per PSE specifications) bedding and shading for gas facility protection as directed by PSE's contact person. Developer is responsible for any damages caused by improper backfill or compaction.
6. Developer agrees to maintain a minimum of 2 feet of horizontal clearance between PSE conduit, pipe or conductors and any foundation on Developer's property.
7. Developer shall allow 45 days prior notice to PSE to access gas mains if installing pavement or curbs.
8. Developer shall provide the excavation for PSE gas facilities within the designed location. Developer shall identify and provide final grade, property lines, and utility easements prior to installation of PSE's gas facilities.
9. Developer will be financially liable for the relocation of PSE's facilities which are inadequately covered, located outside the area where PSE has adequate operating rights, improperly graded inhibiting standard access and/or any damages resulting from dig-ins due to changes or variations in grade that are made after the installation of PSE's facilities.

FINAL GRADE CERTIFICATION

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

Date: _____

Owner or Developer: CITY OF SUMNER Signature: _____

Project Address: 14320 29TH ST E, BLDG - A, C & D City: SUMNER Zipcode: 98390

PSE Contact person: Matt Brewer PSE Work Order: 107064354

SUBJECT: City Hall Electric Vehicle Chargers - Puget Sound Energy Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$50,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. PSE Up & Go City Hall EV Chargers Contract

STAFF CONTACT: Drew McCarty, Assistant Engineering Manager

SUMMARY BACKGROUND:

As part of efforts to fully fund the installation of electric vehicle chargers at City Hall for fleet use, the City applied for the PSE Up & Go Electric program. The City's application was evaluated and accepted, allowing it to move forward under this initiative. PSE's Up & Go Electric program covers up to \$12,000 per Level 2 charging port, for ten years, for qualifying customers to install and maintain Level 2 charging for eligible vehicles. The PSE program covers a portion of the costs for this project and the City has budgeted \$50,000 for the remainder of these costs.

With this program, City Hall qualifies for the installation of four (4) Level 2 EV charging stations to support the City's growing electric vehicle fleet.

The project is expected to be completed in 2025.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/5/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

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

Issued: April 26, 2022

Effective: June 1, 2022

WN U-60

Attachment "A" to Schedule 555, Page 1

PUGET SOUND ENERGY

**SCHEDULE 555
ELECTRIC VEHICLE FLEET CHARGING PRODUCTS AND SERVICES**

Attachment "A" – Service Agreement (Company-Owned)

This Service Agreement (this "Agreement") is made and entered into as of July 22, 2025 ("Effective Date"), by and between Puget Sound Energy, Inc. ("Company") and the individual or entity identified in the signature block of this Agreement ("HOST"). Company and Host may be referred to each as a "Party" and together as the "Parties" in this Agreement. Except as otherwise expressly defined herein, terms defined in Schedule 583 of Company's Electric Tariff G will have the same meaning when used in this Agreement.

A. Company intends to make available, as part of its Electric Service under Company's Electric Tariff G, certain electric vehicle ("EV") charging products and services to Host pursuant to Schedule 555 of Company's Electric Tariff G (the "Schedule") and this Agreement. All equipment related to such EV charging products and services made available to Host pursuant to the Schedule and this Agreement and installed by Company is, or upon installation will be, owned and operated by Company for purposes of delivering electric energy for the charging of electric vehicles by Host.

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

C. This Agreement forms part of the Schedule.

The Parties therefore agree as follows:

1. Term. Unless earlier terminated as provided herein, this Agreement will have a term of ten (10) years, commencing on the Effective Date and ending on the tenth (10th) anniversary of the Effective Date.

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

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

Issued: April 26, 2022

Effective: June 1, 2022

WN U-60

Attachment "A" to Schedule 555, Page 2

PUGET SOUND ENERGY

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

4. Charges. As between Company and Host, Company is responsible for providing, installing, maintaining, replacing, and upgrading the EV Equipment during the term of this Agreement. Host will pay for the electricity supplied to the EV Equipment and to electric vehicles that are charged using the EV Equipment, all as specified in the Schedule. Host will pay to Company all costs and expenses (including reasonable attorneys' fees) in connection with the maintenance, repair, or replacement of, or value lost by any failure or impairment of the efficient operating condition of, the EV Equipment caused by the negligence or misconduct of Host or any of Host's personnel, representatives, guests, or invitees to or on the Premises (including individuals who reside at the Premises) or by the breach of any of Host's obligations under the Schedule, this Agreement, or Schedule 80 of Company's Electric Tariff G ("Schedule 80").

5. Host Responsibilities. Host will use the EV Equipment only for its ordinary intended purposes and only for Host's own personal use, in accordance with applicable laws, rules, and regulations. Host will not, and will not permit any other person to, tamper with, adjust, repair, modify, move, or relocate the EV Equipment without prior written consent from Company. Consistent with the Schedule and in addition to the other obligations of Host under this Agreement, Host will, during the term of this Agreement and at its expense: (a) maintain a dedicated clearance space around the EV Equipment of at least the minimum clearance space specified in the EV Equipment manufacturer's installation and operation specifications or the minimum clearance space specified by applicable laws, rules, and regulations, whichever is greater; (b) provide dedicated parking stall(s) for charging electric vehicles using the EV Equipment; (c) promote the availability of EV charging at the Premises to personnel of Host; and (d) upon Company's request, allow Company or its service providers to use Host's internet service for purposes of transmitting data to Company from the EV Equipment.

6. Collection and Use of Data. Host agrees that Company may collect information associated with the EV Equipment and its use pursuant to the Schedule and this Agreement, incentives offered by Company, and survey responses and other information provided by Host to Company. Host agrees that Company may use this information to: (a) deliver, maintain, and improve Company's products and services; (b) communicate with Host about products, services, surveys, incentives, rebates, and promotions offered by Company; (c) monitor and analyze usage, trends, and activities associated with the EV Equipment and its use for Company's business purposes; and (d) respond to questions, comments, and requests from Host, its personnel, and other individuals and entities. Host agrees that Company may disclose information collected by Company: (i) with vendors, consultants, and other service providers who need access to such information to carry out work or to perform services on Company's behalf; (ii) in response to a request for information if Company believes disclosure is in accordance with or required by any applicable laws, rules, or regulations or by legal process; (iii) if Company believes Host's actions are inconsistent with this Agreement, or to protect the rights, property, and safety of Company or others; (iv) in connection with, or during negotiations of, any merger, sale of assets, financing, or acquisition of all or a portion of Company's business; and (v) with Host's consent or at Host's direction.

Issued: April 26, 2022

Effective: June 1, 2022

WN U-60

Attachment "A" to Schedule 555, Page 3

PUGET SOUND ENERGY

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

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

9. Limitation of Damages and Liability. THE OBLIGATIONS EXPRESSLY ASSUMED BY COMPANY IN SECTIONS 7 AND 8 ARE IN LIEU OF ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, AND COMPANY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR RELATING TO THE SUITABILITY, DURABILITY, CONDITION, OR QUALITY OF THE EV EQUIPMENT. HOST SPECIFICALLY WAIVES ALL RIGHT TO MAKE A CLAIM AGAINST COMPANY FOR BREACH OF ANY WARRANTY OF THE EV EQUIPMENT. COMPANY FURTHER DISCLAIMS ALL LIABILITY FOR LOSS, DAMAGE, OR INJURY TO HOST, HOST'S PERSONNEL, REPRESENTATIVES, GUESTS, OR INVITEES TO OR ON THE PREMISES (INCLUDING INDIVIDUALS WHO RESIDE AT THE PREMISES), THE PREMISES, ANY PERSONAL PROPERTY AT THE PREMISES, OR ANY THIRD PARTY AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EV EQUIPMENT. HOST WILL ACCEPT THE EV EQUIPMENT IN AN "AS IS" CONDITION, BASED ON COMPANY'S ASSUMPTION OF THE CONTINUING OBLIGATIONS SPECIFIED IN SECTIONS 7 AND 8. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER COMPANY NOR HOST WILL IN ANY EVENT BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE EV EQUIPMENT OR THIS AGREEMENT.

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

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

11. Termination; Effect of Termination. Upon any breach or default by a Party of its obligations under this Agreement that remains uncured thirty (30) days after such Party's receipt of written notice from the other Party, the Party that is not in breach or default under this Agreement may terminate this Agreement by providing written notice of such termination to the other Party. Following any termination of this Agreement, Company will, at its option and in its sole discretion, either remove the EV Equipment from the Premises or transfer ownership of the EV Equipment at the Premises to Host. If this Agreement is terminated by Company due to an uncured breach or default of this Agreement by Host, Host will pay for: (a) all costs associated with the removal of the EV Equipment from the Premise or the transfer of ownership of the EV Equipment at the Premises to Host, as applicable; and (b) the undepreciated cost of such EV Equipment, as determined by Company in its reasonable discretion.

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

Issued: April 26, 2022

Effective: June 1, 2022

WN U-60

Attachment "A" to Schedule 555, Page 4

PUGET SOUND ENERGY

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

13. Access. Host will provide Company, and Company will have the right of, such access to the EV Equipment as Company may reasonably require, by personnel and for equipment. Host may make such access subject to the observance by Company of such reasonable security and safety protocols and procedures of Host that: (a) Host has provided to Company in writing prior to access; and (b) does not cause Company to incur any unreasonable costs or expenses. Host hereby grants to Company all licenses, rights-of-way, and easements necessary for the access described in this Section 13. Host will execute, acknowledge, and deliver to Company additional documentation as Company may reasonably request to effectuate, evidence, vest, record, or give notice of such licenses, rights-of-way, and easements.

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

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

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

Issued: April 26, 2022

Effective: June 1, 2022

WN U-60

Attachment "A" to Schedule 555, Page 5

PUGET SOUND ENERGY

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

Company: Puget Sound Energy, Inc.
For deliveries by overnight delivery:
10885 N.E. Fourth Street
Bellevue, WA 98004
For deliveries by mail:
P.O. Box 97034
Bellevue, WA 98009
Fax: []
Attn: []
Email: []

Host: [City of Sumner]
[1104 Maple Street, Sumner WA 98321]
Fax: [N/A]
Attn: [Drew McCarty]

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

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

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

Issued: April 26, 2022

Effective: June 1, 2022

WN U-60

Attachment "A" to Schedule 555, Page 6

PUGET SOUND ENERGY

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

COMPANY:
PUGET SOUND ENERGY, INC.

By: *Heather Mulligan*

Name:

Heather Mulligan

Title:

Manager, Customer Clean Energy Solutions

HOST:
[City of Sumner]

By:

Name:

Drew McCarty

Title:

Assistant Engineering Manager

Issued: April 26, 2022

Effective: June 1, 2022

WN U-60

Attachment "A" to Schedule 555, Page 7

PUGET SOUND ENERGY

**Exhibit A to
Attachment "A" – Non-Residential Commercial Fleet Charging Service Agreement**

1. Host's Premises: [Address 1104 Maple Street, Sumner WA 98321]
2. EV Equipment List:
 - 4 ports of Level 2 chargers
 - 0 ports of Direct Current Fast Chargers
 - Conduit and wiring from electrical panel to charger location(s)
 - Foundations installed per manufacturer recommendations and local jurisdiction requirements
 - See attached Site Plan and Estimate for detailed information

Up & Go Electric for Fleet Customer Cost Responsibility

CUSTOMER INFORMATION	
Organization/Entity Name:	City of Sumner
Project Address:	1104 Maple Street, Sumner WA 98321
Contact Name and Title:	Drew McCarty, Drew McCarty
Contact Phone:	
PROJECT SCOPE	
EVSE Item	Qty.
Installation	1
Level 2 EVSE (32A)	
Level 2 EVSE (40A)	4
Level 2 EVSE (48A)	
Level 2 EVSE (80A)	
Level 2 Pedestal	
DC Fast Charger (30 kW)	
DC Fast Charger (60 kW)	
DC Fast Charger (120 kW)	
DC Fast Charger (150 kW)	
DC Fast Charger (180 kW)	
DC Fast Charger Cable Management	
EVSE Networking and Maintenance	<i>Included</i>
SUB-TOTAL	\$ 107,237.01
PSE INCENTIVE	-\$ 48,000
CUSTOMER COST	\$ 59,237.01
TAX SURCHARGE (3.96%)	\$ 2,345.79
TOTAL CUSTOMER COST	\$61,582.80
CUSTOMER ACKNOWLEDGEMENT	
<p>I have been informed of the project scope including requirements and optional items through the Service Agreement, Cost Estimate Proposal, and site plans.</p> <p>Customer Printed Name: Drew McCarty</p> <p>Customer Signature:</p> <p>Date: 7/22/2025</p>	

SUBJECT: Tacoma Ave Overlay - Design Consultant Agreement Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$210,533.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Supplement w/ Scope and Fee

STAFF CONTACT: Gursimran Singh, Engineering Specialist

SUMMARY BACKGROUND: The Tacoma Ave Overlay & Intersection Improvements project will plane, repair, and overlay Tacoma Avenue from Puyallup Street to the White River Bridge, complete intersection channelization improvements, add southbound right turn pocket on Tacoma Avenue, and upgrade the intersection of Puyallup Street and Tacoma Avenue to a roundabout. Project shall include ADA upgrades/sidewalks, associated utility work and illumination as needed.

Parametrix, Inc. was previously selected in October 2023 to provide consulting services for this project through a qualification-based selection process. A contract supplement with a maximum amount payable of \$327,924.40 was negotiated for the design of the project. Additional funds are needed due to an increase in cost for design including the following:

- Additional design efforts to upgrade the intersection of Puyallup St and Tacoma Ave to a roundabout instead of a traffic signal,
 - Additional traffic flow modeling and simulation,
 - Right-of-way acquisition maps and legal descriptions, and
 - Traffic noise analysis
-

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/5/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Parametrix, Inc. Consultant Services Agreement for the Tacoma Ave Overlay and Intersection (CIP 23-09), increasing the contract amount by \$210,533.00 to a total authorized not-to-exceed \$538,457.40, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the supplement, substantially in a form as approved by the City Attorney.



Supplemental Agreement Number _____		Organization and Address	
Original Agreement Number		Phone:	
Project Number	Execution Date	Completion Date	
Project Title	New Maximum Amount Payable		
Description of Work			

The Local Agency of _____ desires to supplement the agreement entered in to with _____ and executed on _____ and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #01	Total
Direct Salary Cost			
Overhead (Including Payroll Additives)			
Direct Non-Salary Costs			
Fixed Fee			
Total			

**City of Sumner
Tacoma Ave Overlay and Intersection
Change from Signal to Roundabout**

Introduction

The City of Sumner (City) received a grant from the Federal Highway Administration's (FHWA) Surface Transportation Program to finance the design and environmental documentation phases of the Tacoma Avenue Intersection and Overlay Improvements project (Project). The Project consists of plane, repair, and overlay of Tacoma Avenue from Puyallup Street to the White River Bridge, complete intersection channelization improvements, and upgrading the intersection of Puyallup Street and Tacoma Avenue to a roundabout. The Project shall include Americans with Disabilities Act upgrades/sidewalks, and illumination as needed.

This scope of work amendment describes changes in scope to proceeding with a roundabout at the intersection of Puyallup Street and Tacoma Avenue instead of a signal, as was assumed in the original scope of work.

The Project is federally funded and has a Disadvantaged Business Enterprise goal of 20%.

Because of the Project's federal funding, all design, environmental, and right-of-way (ROW) acquisitions will require Washington State Department of Transportation (WSDOT) Highways and Local Programs (Local Programs) oversight and approvals. Parametrix (Consultant) will provide input and support for coordination with WSDOT, which will be led by the City.

Detailed scope-of-service information, including a description of services, assumptions, and deliverables for each work element and subtask, is provided below.

Additional services may be provided by amendment to the Agreement if requested by the City:

- ROW acquisition services.
- Construction management.
- Other services to support the Project.

General Project Assumptions

- The Conceptual Design phase of the Project is complete. Preliminary signal and roundabout concepts at the intersection of Tacoma Avenue and Puyallup Street were prepared by Parametrix dated April 2024. Traffic analysis for both concepts was provided in the Draft Intersection Evaluation Report prepared by PH Consulting dated May 2024. The City has decided to proceed with the roundabout, and the preliminary roundabout concept will be updated to include a southbound right-turn lane. This update will be reflected in forthcoming submittals.
- Stormwater upgrades will be minor and may include replacement of portions of the stormwater infrastructure and additional new inlets and catch basins. The pavement overlay areas of the Project will be exempt from all minimum requirements per the 2019 Washington State Department of Ecology (Ecology) Stormwater Management Manual for Western Washington definition of pavement maintenance practices. This Project will create new hard

surfaces, but it is assumed that the total amount of new and replaced hard surfaces will not exceed minimum requirement thresholds and, therefore, the Project does not require treatment or flow control Best Management Practices (BMP); therefore, no stormwater BMP design is included within this scope of work.

- It is assumed that (1) formal Endangered Species Act (ESA) consultation will not be required, and (2) such consultation would lead to requirements to provide treatment for stormwater runoff from project-related pollution-generating impervious surfaces. If formal ESA consultation and/or stormwater treatment is required for the Project, draft Subtasks 08-01 and 08-03 are included in this amendment under Management Reserve. These subtasks are subject to change, and additional subtasks may be added depending on coordination with Local Programs and other agencies. The community public outreach process will be led and completed by the City.
- This supplement includes ROW plans, legal descriptions, and exhibits required for negotiations using approximate acquisition boundaries provided by Parametrix, as well as preparation of a funding estimate. ROW acquisitions or easement negotiations and appraisals are not included and may be provided in a future amendment.
- Coordination and relocation of franchise utilities (power and communications), if needed, will be led by the City and designed and provided by others.
- The plans, specifications, and estimate (PS&E) will require review and approval from WSDOT Highways and Local Programs prior to advertising. The City will be responsible for leading coordination with and providing submittals to Local Programs.
- The City will be responsible for advertising and distribution of final documents for bidding.
- The schedule for this Project includes agency review durations based on past project experience. However, neither the City nor the Consultant can control these review durations.
- A 21-month total project schedule is assumed from the date of contract execution.

Design Standards and References

The following design standards and references are to be followed during development of the Project:

- 2025 WSDOT Standard Specifications and General Special Provisions, with updates to 2026 version for 100% and Final Bid Documents.
- City of Sumner's Development Specifications and Standard Details.
- American Association of State Highway and Transportation Officials 7th Edition (2018) of Policy on Geometric Design of Highways and Streets (Green Book).
- 2009 Manual on Uniform Traffic Control Devices.
- 2019 Ecology Stormwater Management Manual for Western Washington.
- WSDOT Local Agency Guidelines Manual, current edition.
- WSDOT Standard Plans, as required. (WSDOT standard plans, if used, will be cross-referenced with City standards to determine any discrepancies and provide clarification if not congruent.)

The Consultant will conduct services under the Agreement based on the versions noted in the above-stated design standards. If updated versions of the standards become available and/or effective during the term of the Agreement, the Consultant and City will discuss potential implications to the Project. This will include the Consultant's estimate of the cost of additional services, if any, to update project design and deliverables. The City will determine whether updated standards shall be used.

Additional cost of Consultant services, if any, will be compensated through the management reserve or as a supplement to the Agreement.

The Consultant will prepare all drawings using AutoCAD Civil3D 2022. Spreadsheets will be prepared using Microsoft (MS) Excel (version 2016-compatible), and text documents in MS Word (version 2016-compatible).

Unless specifically noted otherwise, all plans will be completed at a scale of 1 inch = 20 feet on a sheet size of 22 by 34 inches. The City will provide the Consultant with the City’s AutoCAD template for use in preparing plan sheets. All deliverables will be electronic.

Task 01 – Project Management and Coordination

Subtask 01-01 – Project Management

Objectives

The objective of this subtask is to provide overall project management of the Consultant contract with City of Sumner.

This subtask includes general management functions that include the following:

- Schedule and coordinate the work of Parametrix team members and ensure that work is completed accurately and within scope and budget, including:
 - Bi-weekly internal design team meetings with internal Parametrix team members.
- Coordinate with City staff, including:
 - Prepare and submit monthly progress invoices and earned value statements to the City.
 - Provide additional identification of issues and proposed solutions if unforeseen issues arise.
 - Provide a design schedule.
- Meet with the City in person on the following occasions:
 - Kickoff meeting with City staff and the project team to confirm design objectives, issues, and schedule. (COMPLETE)
 - Review Conceptual Design. (COMPLETE)
 - Review 30% design.
 - Review 75% design.
- Meet with the City virtually for regular coordination on the following occasions:
 - Once-a-month coordination meetings (21 total) outside of the formal design review meetings noted above.

Deliverables

Deliverables for this subtask include:

- Monthly progress reports enclosed with invoices (21 total).
- Meeting agendas and notes for the City design review meetings and coordination meetings noted above.
- Project design schedule (one) with up to two updates.

Assumptions

Assumptions for this subtask include:

- Project duration is 21 months.
- In-person design review meetings (kickoff, conceptual design, 30%, and 75%) will be attended by up to two Parametrix staff and one subconsultant staff and will require a total of 2 hours each.
- Monthly video conference calls with City staff will be attended by up to two Parametrix staff and will require a total of 30 minutes each.
- Budget assumes 40 biweekly internal design team coordination meetings that will require a total of 30 minutes each. Delays due to unforeseen circumstances (e.g., additional meetings or extended review periods) may result in the additional effort necessary for project management and administration, which may require a supplement.

Subtask 01-02 – Quality Control and Quality Assurance

Objective

To prepare a quality management plan for the Project and to complete internal quality reviews of each deliverable as noted below.

Approach

Consultant will perform quality control and quality assurance (QC/QA) reviews of each of the following deliverables:

- National Environmental Policy Act (NEPA) Categorical Exclusion Documentation.
- Hazardous Materials Technical Memorandum.
- ESA No Effect Letter.
- Area of Potential Effect (APE) Figure and Letter.
- Environmental Justice (EJ) Letter.
- Noise Technical Memorandum.
- 30% PS&E Package.
- 75% PS&E Package.
- 100% PS&E Package.
- WSDOT Design Documentation Submittals, including Public Interest Finding and Final Division 1 Special Provisions.
- Final Bidding Documents.

Deliverables

Deliverables for this subtask include:

- Quality Management Plan (PDF format).
- Comment response sheets (PDF format).

Assumptions

Assumptions for this subtask include:

- Internal Parametrix QC/QA documentation is excluded as a deliverable.

Task 02 – Survey and Mapping (Apex)

Subtask 02-01 – Survey and Mapping (COMPLETE)

Objective

To provide AutoCAD base map as necessary to confirm limits of existing ROW and support design/preparation of plans for Bid documents.

Approach

Consultant will contract with Apex to complete survey and topographic mapping. A copy of the scope and fee for Apex is enclosed with this proposal (see Exhibit A).

Deliverables

Deliverables for this subtask include:

- An electronic drawing file of the ROW boundary and topographic survey in AutoCAD Civil3D 2022 format and PDF format. (COMPLETE)

Assumptions

For assumptions for this subtask, see the Apex scope and fee enclosed with this proposal.

Subtask 02-02 – Right-of-Way Plans

Objective

To provide ROW plans, exhibits, and legal descriptions required for negotiations.

Approach

Consultant will contract with Apex to complete supplemental topographic survey for expanded project footprint, complete title report coordination, prepare ROW plans, and prepare ROW acquisition exhibits and legal descriptions. A copy of the scope and fee for Apex is enclosed with this proposal (see Exhibit A).

Deliverables

Deliverables for this subtask include:

- Title Report Coordination.
- Right-of-Way Plans.
- ROW Acquisition Exhibits and Legal Descriptions.
- Supplemental Topographic Survey.

Assumptions

Assumptions for this subtask include:

- City will coordinate with private property owners to obtain rights-of-entry for supplemental survey needed on private properties.
- For assumptions for this subtask, see the Apex scope and fee enclosed with this proposal.

Task 03 – Preliminary Design

Subtask 03-01 – Conceptual Design (COMPLETE)

Objective

To review available record drawings, GIS, and traffic data. To confirm field data and create a conceptual roadway design using the topographic survey and ROW information provided under Task 02.

Approach

- Consultant will create a conceptual roadway roll plot to correspond with the topographic survey and ROW information provided under Task 02. The roll plot will show proposed curb ramp locations and signal pole locations at Puyallup Street and Tacoma Avenue.
- Consultant will review current applicable stormwater regulations and complete surface area takeoffs for the roadway concept. Consultant will confirm stormwater requirements and exemptions for proposed concept.
- Consultant will create a conceptual roundabout layout at the intersection of Tacoma Avenue and Puyallup Street. The roundabout layout will show the required curbs, truck apron, and central island to accommodate a WB-67-design vehicle based on AutoTurn movements.
- The conceptual roadway roll plot and conceptual roundabout layout will be sent to the City and discussed as part of the conceptual design coordination meeting with the City. The meeting decisions will be used as the basis for the 30% submittal.

Deliverables

Deliverables for this subtask include:

- Conceptual Roadway Roll Plot – One electronic copy in PDF and CAD format. (COMPLETE)
- Conceptual Roundabout Exhibit – One electronic copy in PDF and CAD format. (COMPLETE)

Assumptions

Assumptions for this subtask include:

- Mapping will indicate City ROW and parcel lines as necessary to support the preparation of the ROW plans included in Task 02. Parcel lines will be based on assessor’s information.
- The conceptual roundabout layout will support the Intersection Control Evaluation (ICE) which will be completed by PH Consulting.

- Conceptual roll plot and roundabout layout will only include horizontal layouts. Grading will be provided in later design phases.
- Scope and budget assume a signal at the intersection of Puyallup Street and Tacoma Avenue. An amendment will be needed for moving forward with a roundabout design at this intersection beyond this conceptual design phase.
- Stormwater area takeoffs will be completed for the intersection concept only and will be provided in a table summary on the Conceptual Roadway Roll Plot.

Subtask 03-02 – Geotechnical Engineering (HWA Geosciences)

Objective

To explore the subsurface conditions, interpret the site surficial geology based on exploration and testing, analyze the impact of the proposed improvements, offer design recommendations for the improvements, and review the design plans and specifications. Proposed improvements that will require geotechnical engineering include design recommendations for pavement overlays.

Approach

Consultant will contract with HWA Geosciences to complete geotechnical explorations and provide recommendations. A copy of the scope and fee for HWA Geosciences is enclosed with this proposal (see Exhibit A).

Deliverables

Deliverables for this subtask include:

- Draft and Final Geotechnical Letter Report (PDF format).

Assumptions

For assumptions for this subtask, see the HWA Geosciences scope and fee enclosed with this proposal.

Subtask 03-03 – 30% Design Plans

Objective

To prepare preliminary plans, bid item list, and opinion of construction costs and submit to the City for review.

Approach

The Consultant will prepare preliminary plans, bid item list, and opinion of construction costs and submit them to the City for review. Comments received from the City during the conceptual design efforts will be incorporated into the 30% submittal.

The Consultant will develop a stormwater site plan summarizing applicable stormwater requirements, if any, how required regulations are met, assumptions, and exemptions.

A total of 14 plan sheets are anticipated to be included in the 30% submittal as identified in Exhibit A-2.

The Consultant will prepare a preliminary bid item list with an indication for each bid item if the item is proposed to be used as a WSDOT standard item, a WSDOT general special provision (GSP) item, or a City GSP item, or if a special provision item description will be required.

The Consultant will prepare a 30% level opinion of construction costs.

Deliverables

Deliverables for this subtask include:

- 30% Drawings – One electronic copy (PDF format).
- 30% AutoCAD Files – One electronic copy (AutoCAD format).
- 30% Opinion of Cost – Two electronic copies (PDF and MS Excel formats).
- Stormwater Site Plan – One electronic copy (PDF format) and up to one 11-inch by 17-inch exhibit (PDF format).

Assumptions

Assumptions for this subtask include:

- 30% drawings will graphically depict the “footprint” of proposed project improvements, with minimal notes and dimension provided only as necessary to convey the intent of the preliminary design of the Project. To minimize drawing rework, the drawings included in the 30% submittal will be in-progress versions of the drawings that will be included in subsequent submittals.
- Bid item list specifications will be based on the 2025 WSDOT Standard Specifications, the City’s most recent general special provisions with project-specific edits, special provisions, bid proposal, federal provisions, and the City’s front end/contract boilerplate and Divisions 1 through 9.
- The bid proposal and opinion of construction cost at the 30% submittal will be based as much as possible on the unit bid items proposed for payment in the construction contract. However, because of the preliminary nature of the design at this stage of the Project, it is expected that some lump-sum and/or square-foot costs will be used for estimating portions of project costs. Additionally, an estimating contingency factor will be applied to the opinion of cost to account for design uncertainties at this level of design.
- Storm improvement design is anticipated to be limited to minor adjustments at intersection of Tacoma Ave and Puyallup Street and restoration/replacement of existing structures as needed. No stormwater BMP design is anticipated to be required for the Project.
- In the event that stormwater treatment BMPs are required, the draft subtask under Management Reserve (Subtask 08-03) may be initiated. Stormwater requirements will be reviewed and confirmed in the form of an area calculation summary during the 30% design phase, which will be the basis for the Stormwater Site Plan.
- City will be responsible for obtaining an Ecology Construction Stormwater General Permit, if required.

Task 04 – NEPA Documentation

The Project is expected to require local, state, and federal permits and approvals; however, this scope only covers documentation and approval for NEPA Categorical Exclusion required for WSDOT Local Programs approval and federal approval. Funding provided by FHWA through WSDOT Local Programs triggers review requirements under NEPA, the ESA, and the National Historical Preservation Act (NHPA).

Subtask 04-01 – NEPA Documented Categorical Exclusion

Objective

To meet with WSDOT Local Programs to confirm environmental documentation approach and assumptions and to prepare a NEPA Categorical Exclusion Documentation Form pursuant to the October 2022 WSDOT NEPA Categorical Exclusions – A Guidebook for Local Agencies.

Approach

The City and Consultant will attend a kick-off meeting with WSDOT Local Programs environmental staff to confirm NEPA documentation requirements and approach. The Consultant will complete an environmental review of the Project and prepare a WSDOT NEPA Categorical Exclusion Documentation Form (WSDOT Form 104-100). Additional information will be supplemented by Task 04 subtasks below . Once the initial review is complete, the Consultant will attend a second meeting with WSDOT Local Programs environmental staff to confirm results of environmental review. The City will review the draft Categorical Exclusion Documentation Form prior to submitting it to WSDOT Local Programs for review. The Consultant will make revisions to the Categorical Exclusion Documentation Form based on the City and WSDOT Local Programs comments prior to finalizing the documents.

Deliverables

Deliverables for this subtask include:

- Draft and Final NEPA Categorical Exclusion Documentation Form (Microsoft Word and PDF formats).
- Agendas and notes from up to two WSDOT Local Programs coordination meetings (in Microsoft Word format).

Assumptions

Assumptions for this subtask include:

- The amount of ROW acquisition less than 10% of any parcel.
- The City will schedule and lead the NEPA kickoff meeting with WSDOT Local Programs. This meeting will be held virtually and attended by up to three Parametrix staff members.
- The City will schedule and lead a follow-up NEPA meeting with WSDOT Local Programs. This meeting will be held virtually and attended by up to three Parametrix staff members.
- No critical areas, critical areas buffers, or other resources regulated under Chapter 16.40 City of Sumner Municipal Code (SMC) will be impacted by the Project.

- Because the Project includes federal funding administered by WSDOT, the Project is required to comply with NEPA and associated crosscutting authorities. The Project is presumed to qualify as a Categorical Exclusion under Code of Federal Regulations (CFR): 23 CFR 771.117(c)(26).
- FHWA concurrence with documentation of compliance with NEPA will be via WSDOT standard form 140-100. Additional documentation, discipline reports, or studies will be required as outlined in Task 04 subtasks below. The Project will not require supplemental documentation for:
 - Wetland or streams (no work in these resources).
 - Section 4(f) or 6(f) (assumed no impacts to these resources).
 - Air quality (assumed exempt and Project is not in a current Environmental Protection Agency [EPA] 20-year maintenance area).
 - Floodplains (none are identified in the study area).
 - Groundwater (no EPA-mapped sole source aquifers in the study area).
 - Recreation, energy, land use, aesthetics, or public services (it is not expected these NEPA considerations are sensitive topics for a project of this type).
- Documentation of compliance with the ESA will be completed under a separate subtask.
- The Project is not exempt from State Environmental Policy Act (SEPA) per Washington Administrative Code 197-11-800(2)(viii) because new ROW is required. The City will prepare a SEPA Checklist for the Project. The scope of services and budget estimate do not include preparation of a SEPA Checklist.
- Any ROW, street use, land use, construction, or other permits required to complete this work will be completed by the City or others.
- No shoreline-related permits will be required to complete this work pursuant SMC Chapter 16.40.100 Exemptions (F).
- The Project is exempt from the requirement to determine air quality conformity under 40 CFR 93.126. This Project is exempt from air quality analysis per WSDOT NEPA Categorical Exclusions Guidebook Appendix G – Safety:
 - Pavement resurfacing and/or rehabilitation, and
 - Traffic control devices and operating assistance other than signalization projects.

Subtask 04-02 – Hazardous Materials Analysis

Objective

Consultant will evaluate the potential for the Project to encounter hazardous materials in support of the NEPA Categorical Exclusion Documentation.

Approach

Consultant will review hazardous waste material sites and information available through the EPA Superfund National Priorities List and Washington Department of Ecology online regulatory databases (Cleanup Site Search Tool, Facility Site Database, Toxic Cleanup Sites, and Dirt Alert). Then the Consultant will prepare a brief technical memorandum that identifies any sites within

0.5 miles of the project area and describes why these sites are unlikely/likely to be encountered during construction.

The City will review the draft documents prior to submitting them to WSDOT Local Programs for review. The Consultant will make revisions based on the City and WSDOT Local Programs comments prior to finalizing the documents.

Deliverables

Deliverables for this subtask include:

- Draft and final technical memorandum in Microsoft Word and PDF formats.

Assumptions

Assumptions for this subtask include:

- Sites will be identified within a 0.5-mile radius.
- None of the sites will be a concern for construction or ROW acquisition.

Subtask 04-03 – Endangered Species Act Compliance

Objective

Document the Project’s compliance with ESA Section 7(a)(2), consistent with WSDOT Local Programs requirements.

Approach

It is anticipated that the Project scope of work is within the Regional Road Maintenance ESA 4(d) Program (RRMP). As such, individual consultation with the National Marine Fisheries Service (NMFS) under the ESA and the Magnuson-Stevens Fishery Conservation and Management Act will not be required. However, RRMP projects still must undergo ESA consultation with the U.S. Fish and Wildlife Service (USFWS). To support informal consultation with USFWS, Parametrix will prepare a biological assessment conforming to the requirements established in WSDOT’s Biological Assessment Preparation Manual.

This subtask comprises the following activities:

- Performing a site visit to assess potential habitat conditions for ESA-listed species under the jurisdiction of USFWS.
- Preparing a draft biological assessment.
- Revising the draft biological assessment in response to single set of nonconflicting comments from the City before submitting it to WSDOT Local Programs.
- Revising the draft biological assessment in response to single set of nonconflicting comments from WSDOT Local Programs.
- Coordinating with City staff concerning BMPs necessary for demonstrating that the Project meets the requirements for RRMP coverage.
- Developing a project narrative that demonstrates the Project’s eligibility for RRMP coverage.

Deliverables

Deliverables for this subtask include:

- Draft and final biological assessment to support informal ESA consultation with USFWS.
- RRMP eligibility documentation.

Assumptions

Assumptions for this subtask include:

- The biological assessment author will be able to assess potential habitat conditions from publicly accessible areas (e.g., public road ROWs) during a single site visit.
- No suitable habitat or critical habitat for ESA-listed species associated with terrestrial habitats is present at or near the project site, and the biological assessment will include rationales for why the Project will have no effect on those species and critical habitats.
- The biological assessment will evaluate potential impacts on the following species and habitats: bull trout, North American wolverine, marbled murrelet, yellow-billed cuckoo, streaked horned lark, northwestern pond turtle, critical habitat for Puget Sound Chinook salmon, and critical habitat for bull trout.
- WSDOT will act as the lead federal agency for ESA consultation on behalf of the FHWA.
- WSDOT and USFWS will concur with a determination that the Project is *Not Likely To Adversely Affect* bull trout and designated critical habitat for bull trout.
- Project activities qualify under Maintenance Category No. 1, Roadway Surface, of the RRMP ESA 4(d) determination.
- The City will identify BMPs needed for RRMP coverage.
- Coordination meetings with City and WSDOT staff will be virtual.
- In the event that the formal ESA consultation (Subtask 04-03) requires stormwater treatment, the draft subtask under Management Reserve (Subtask 08-03) may be initiated.
- Development of a biological assessment to support formal consultation with NMFS and/or USFWS would be performed as a separate task,

Subtask 04-04 – National Historic Preservation Act Compliance

Objective

To prepare an Area of Potential Effects (APE) for WSDOT Local Programs review to support the use of an Appendix J exemption under WSDOT’s Section 106 of the NHPA programmatic agreement.

Approach

The Consultant will:

- Use the project design information to develop a preliminary APE figure and author a draft letter describing the APE. The preliminary figure and draft letter will be provided to WSDOT Local Programs for distribution to consulting parties for review. Prior to performing a cultural resources field investigation, the Consultant will perform background research using the following data sources: Washington Information System for Architectural and Archaeological

Resources Data (WISAARD), the National Register of Historic Places, local and state historic registers, historical maps and aerial photographs, publicly available information on ethnographic places, and geologic maps.

Deliverables

Deliverables for this subtask include:

- Preliminary APE figure in PDF format.
- APE letter to be provided electronically in Microsoft Word and PDF formats.

Assumptions

Assumptions for this subtask include:

- The project work is presumed to be exempt under Section 106 of the National Historic Preservation Act. The exemption outlined in WSDOT NEPA Categorical Exclusions Guidebook Appendix J (A-1 and A-15) is in reference to the WSDOT statewide Section 106 Programmatic Agreement.
- It is assumed the WSDOT Local Programs archeologist will invoke the Programmatic Agreement exemptions. The Project is unlikely to affect a historic property as defined in the Statewide Programmatic Agreement.
- An Area of Potential Effects will be required for the Project.
- If development of Cultural Resources documentation and review is required, it will be performed under Subtask 08.02.
- The City will provide the Consultant with a single consolidated set of comments for the APE and letter.

Subtask 04-05 – Environmental Justice Analysis

Objective

The project work will require a detour during construction, and there are protected populations in the project vicinity. A technical memorandum will be developed to support the Categorical Exclusion Documentation.

Approach

The Consultant will review census data, school data, and project effects on protected populations in accordance with WSDOT guidance and procedures and develop a technical memorandum to capture and summarize the findings. The City will review the draft documents prior to submitting them to WSDOT Local Programs for review. The Consultant will make revisions based on the City and WSDOT Local Programs comments prior to finalizing the documents.

Deliverables

- Draft and Final Environmental Justice technical memorandum (Microsoft Word and PDF formats).
- Documentation of Environmental Justice populations within 0.5 miles of the project corridor.

Assumptions

- Construction of the Project is assumed to require a detour route.
- There will be no adverse effects to protected populations.
- There will be no displacements as part of the Project.

Subtask 04-06 – Noise Analysis (Michael Minor & Associates)

Objective

Michael Minor & Associates (MM&A) will perform a traffic noise analysis for the proposed Project and vicinity. This scope assumes that the Project will not meet the requirements for an FHWA Type 1 noise analysis, and only a supporting technical memorandum is required.

Approach

The analysis will be based on the guidelines presented in the current Federal-Aid Policy Guide, Subchapter H, Part 772, *Procedures for Abatement of Highway Traffic Noise and Construction Noise* (FHWA 2010) and the *2011 Traffic Noise Policy and Procedures* (WSDOT 2012). The Project will be reviewed to determine the level of noise analysis required under the FHWA and WSDOT policy. Under FHWA and WSDOT, only projects that are determined to be a Type I project are required to have a detailed noise study. For a project to be considered Type 1, a project must meet one or more of the following criteria:

- 1) The construction of a highway on a new location; or,
- 2) The physical alteration of an existing highway where there is either:
 - a. Substantial Horizontal Alteration – A project that halves the distance between the traffic noise source and the closest receptor between the existing condition to the future build condition.
 - b. Substantial Vertical Alteration – A project that removes shielding, therefore exposing the line-of-sight between the receptor and the traffic noise source. This is done by either altering the vertical alignment of the highway or by altering the topography between the highway traffic noise source and the receptor; or
- 3) The addition of a through-traffic lane(s). This includes the addition of a through-traffic lane that functions as a high occupancy vehicle (HOV) lane, high-occupancy toll (HOT) lane, bus lane, or truck climbing lane; or,
- 4) The addition of an auxiliary lane, except for when the auxiliary lane is a turn lane; or,
- 5) The addition or relocation of interchange lanes or ramps added to a quadrant to complete an existing partial interchange; or,
- 6) Restriping existing pavement for the purpose of adding a through-traffic lane or an auxiliary lane; or,
- 7) The addition of a new or substantial alteration of a weigh station, rest stop, ride-share lot, or toll plaza.

If a project is determined to be a Type 1 project under this definition, then the entire project area as defined in the environmental document as a Type 1.

The initial review of the project area indicates that the Project may not meet these criteria on any noise-sensitive properties as defined under FHWA and WSDOT policy. The Project will not add any new through lanes and does not appear to change the vertical or horizontal alignment sufficiently to meet Type 1 requirements (half the distance to the travel lanes or expose a previously shielded receiver).

The noise technical memorandum will be submitted in MS Word format for review and comments. After revisions based on the comments are completed, a final memorandum will be produced in PDF electronic format.

Deliverables

- Draft and Final Noise Technical Memorandum (Microsoft Word and PDF formats).

Assumptions

- The Project will not meet the requirements for an FHWA Type 1 noise analysis, and only a supporting technical memorandum is required. If it is determined during the analysis that the Project meets the Type 1 requirements, then additional noise analysis may be required.

Task 05 – Plans, Specifications, and Estimate (PS&E)

Task Objective

To prepare bid-ready documents for the Project, including plans, special provisions, copies of applicable standard plans, City Standard Details, and other elements to be included in the bid documents. Bid documents will be submitted to the City for review at increasing levels of completeness, including 75%, 100%, and Final levels of development. The City will provide boilerplate templates of the bid proposal, contracting forms, federal provisions, special provisions, and standard plans (Divisions 1 through 9 and appendices).

Subtask 05-01 – 75% Bid Documents

Objective

To prepare 75% complete drawings, bid schedule, specifications, and opinion of construction costs, and then submit to the City for review.

Approach

The Consultant will prepare and submit to the City for review 75% complete drawings, bid schedule, specifications, and opinion of construction costs, and then submit to the City for review. Comments received from the City from the 30% review will be addressed in the 75% submittal deliverables.

The Consultant will identify potential utility conflicts and locations for potholing, if needed. The Consultant will coordinate with subconsultants to complete potholing and survey existing utilities.

A total of 34 plan sheets are anticipated to be included in the 75% submittal as identified in Exhibit A-2.

Deliverables

- Pothole Plan (if needed) – One copy in PDF format.
- 75% Drawings – One copy in PDF format.
- 75% AutoCAD Files – Electronic copy of AutoCAD line work file.
- 75% Specifications – Two electronic copies (MS Word of boilerplate/special provisions with tracked changes and PDF of entire package).
- 75% Opinion of Cost – Electronic copies (PDF and MS Excel formats).
- Written Response to 30% City Review Comments – One electronic copy (MS Excel or MS Word format).

Assumptions

- Specifications will be based on the 2025 WSDOT Standard Specifications, City-provided special provisions with project-specific edits, project-specific special provisions, bid proposal, federal provisions, and the City’s boilerplate Divisions 1 through 9.
- The opinion of construction cost at the 75% submittal will be based primarily on the unit bid items proposed for payment in the construction contract. However, an estimating contingency factor will still be applied to the opinion of cost to account for design uncertainties at this level of design.
- There may be placeholders in the special provisions at the 75% submittal for specialty items.
- Pothole plan will be in the form of a markup identifying recommended locations for potholing, if needed.
- Potholing coordination and completing potholing will require approval from City project manager. Budget assumes up to six potholes. Subconsultant will complete potholing and Consultant will incorporate pothole information into the plans after 75% design.
- All coordination with utility purveyors will be led by the City. No major design modifications will be required based on coordination with utility purveyors.
- In the event that stormwater treatment is required for the Project, the draft subtask under Management Reserve (Subtask 08-03) may be initiated.

Subtask 05-02 – 100% Draft Bid Documents

Objective

To prepare complete Draft 100% Bid Set drawings, bid schedule, specifications, and opinion of construction costs, and submit to the City for review.

Approach

The Consultant will prepare and submit to the City’s Project Manager for review a 100% complete package of bid documents for the Project, including plans, special provisions, copies of applicable standard plans, and other elements to be included in the bid documents. Comments received from the City from the 75% review will be addressed in the 100% submittal deliverables.

Consultant will prepare a Patented/Proprietary Item Certification form in accordance with WSDOT Form 140-051 for all proprietary items to be specified on the Project. No review comments are expected on this form. The intent is to keep this form with the City's project files.

A total of 36 drawings are anticipated to be included in the 100% submittal as identified in Exhibit A-2.

The Consultant will prepare an estimated construction schedule to assist with the establishment of construction contract working days and estimating traffic control quantities.

Consultant will prepare a construction stormwater pollution prevention plan, if needed.

Deliverables

- 100% Drawings – One electronic copy in PDF format.
- 100% Project Manual (bid forms, specifications, and appendixes) – One electronic copy in PDF format and Word Document format.
- 100% Opinion of Cost – One electronic copy in PDF format.
- Written Response to 90% City Review Comments – One electronic copy (MS Excel or MS Word format).
- Draft Construction Schedule – Electronic copy (PDF format).
- Patented/Proprietary Item Form (PDF format).
- Maximum Extent Feasible (MEF) Documentation, if needed (PDF format).
- Stormwater Pollution Prevention Plan, if needed – One copy in PDF format.

Assumptions

- The main purpose of this submittal is to allow the City's Project Manager the opportunity to confirm that all comments from the City's 75% review have been adequately addressed in the 100% submittal deliverables before being published for advertisement.
- Specifications will be based on the 2026 WSDOT Standard Specifications, City-provided special provisions with project-specific edits, project-specific special provisions, and bid proposal.
- The edition of WSDOT Standard Specifications and corresponding City general special provisions to be used by the Consultant for preparing project specifications at 100% will be updated from the 75% submittal to reflect changes from 2025 to 2026 standards.
- The bid proposal and opinion of construction cost at the 100% submittal will be based on the unit bid items in the bid proposal form in the construction contract documents.

Subtask 05-03 – Final Bid Documents

Objective

To prepare Final Bid Set drawings, bid schedule, specifications, and opinion of construction costs, and submit to the City for use in soliciting bids for construction.

Approach

The Consultant will address minor pickups received from the City from the Draft (100%) review. The Consultant will assemble and submit to the City’s Project Manager the final complete package of bid documents for the Project, including plans, special provisions, and other elements to be included in the bid documents. The main purpose of this submittal is to allow the City’s Project Manager to confirm that all comments from the City’s 100% review have been adequately addressed in the Final submittal deliverables.

A total of 36 drawings are anticipated to be included in the Final Bid Documents submittal consisting of the same drawings identified for the 100% submittal in Exhibit A-2.

Deliverables

- Final Drawings – One electronic copy in PDF format.
- Final Project Manual – One electronic copy in PDF format.
- Final Opinion of Cost – One electronic copy in PDF format.

Assumptions

- This subtask will be initiated when the City receives construction obligation funding.

Subtask 05-04 – Funding Estimate (RES Group NW)

Objective

To provide a funding estimate (FE) in accordance with the WSDOT LAG manual.

Approach

Consultant will contract with RES Group NW to provide a funding estimate. A copy of the scope and fee for RES Group NW is enclosed with this proposal (see Exhibit A).

Deliverables

- Funding Estimate.

Assumptions

- Up to three parcels are anticipated to be impacted by temporary construction easements (TCE) and ROW acquisition areas based on the preliminary roundabout concept from April 2024.
- Consultant team will provide ROW plans, exhibits, and legal descriptions for negotiations under Subtask 02-02.
- Public outreach and coordination with Local Programs for ROW phase will be completed by the City.
- This subtask will be initiated within approximately 6 months of NEPA approval.

Task 06 – Detailed Design Services (PH Consulting)

Objective

To provide design services for detailed design phases of the Project.

Approach

Consultant will contract with PH Consulting to provide detailed design services. A copy of the scope and fee for PH Consulting is enclosed with this proposal (see Exhibit A).

Deliverables

- Traffic Analysis:
 - Draft and final Traffic Analysis Memorandum.
- Illumination System Improvements Analysis:
 - Draft and Final Photometrics Analysis Memorandum.
 - Draft and Final Project Illumination Layout Exhibit
- Channelization and Signage Improvements:
 - 30% Pavement Marking and Signage Plans.
 - 75%, 100% and Final Design Plan sheets, Specifications and Special Provisions, and Opinion of Probable Cost.
- Temporary Traffic Control Plans:
 - 75%, 100% and Final Design Plan sheets, Special Provisions, and Opinion of Probable Cost.

Assumptions

- Illumination analysis will be passed off to Puget Sound Energy (PSE) for design and construction. City will lead coordination with PSE.
- For assumptions for this subtask, see the PH Consulting scope and fee enclosed with this proposal.

Task 07 – Bidding Support

Objective

To provide interpretation and clarification for plans and specifications to the City in response to bidders’ questions during bidding.

Approach

Activities in this task include:

- Answer questions from bidders.
- Prepare up to two bid addendums.

Deliverables

- Responses to up to three bidder questions via email.
- Electronic copies of up to two bid addendums.

Assumptions

- The City will be the only point of contact for bidders’ questions during bidding.
- The City will maintain a written record of telephone conversations with questions and answers to be provided to bidders if desired by the City.
- Up to 8 hours of Consultant staff time will be required for assisting City with reviewing bidder questions and providing clarification.
- Up to two addenda will be needed. Addenda will be for clarification of bid documents or minor revisions to Project designs.
- The City will lead the process of preparing and issuing addendum(s).
- City staff will facilitate bid opening.
- City staff will prepare and issue the bid tabs and notice of award.

Task 08 – Management Reserve

Subtask 08-00 – Management Reserve General

Objective

Provide additional services that are outside of this current scope of work.

Approach

Work under this task will provide additional technical services that are outside of the current scope of work as requested and authorized in writing by the City.

The following Subtasks 08-01 through 08-03 are future tasks that are not included in the contract and may be required for the Project as a result of future coordination. These subtasks are subject to change, and/or additional subtasks may be added, depending on results from coordination with Local Programs and other agencies. These subtasks will need to be added to the contract as a future supplement to the agreement.

Subtask 08-01 – ESA Formal Consultation (FUTURE TASK – NOT INCLUDED)

Objective

Prepare a biological assessment to support formal ESA Section 7 consultation with NMFS and (if necessary) USFWS.

Approach

If it is determined that the Project is not eligible for coverage under WSDOT’s RRMP, individual ESA consultation with NMFS will be required. Parametrix will prepare a biological assessment to support formal consultation with NMFS and, if deemed necessary, USFWS.

- Parametrix will prepare a biological assessment using the document template provided by WSDOT and following the methods established in WSDOT’s Biological Assessment Preparation Manual. The biological assessment will analyze potential direct, indirect, and cumulative effects on ESA-listed species and critical habitat potentially present in the action area defined for the Project. The biological assessment will also evaluate the potential for adverse effects on essential fish habitat as required by NMFS.
- The analysis of stormwater-related impacts will be based on information provided by the design team. The information provided by the design team will include the following:
 - Total impervious surface area and pollution-generating impervious surface area under existing and proposed conditions.
 - Area of impervious surface and pollution-generating impervious surface directed to stormwater treatment facilities under existing and proposed conditions.
 - Locations of discharge points from stormwater treatment facilities relative to surface waters.
 - How stormwater that escapes or bypasses stormwater management facilities will be conveyed to surface waters (e.g., ditch, pipe, overland flow).
 - Anticipated degree of infiltration in stormwater treatment facilities, if known.
- Based on the potential for improved traffic flow, the biological assessment will also include an analysis of potential impacts associated with the facilitation of residential and commercial development on parcels near the project corridor.
- Preparation of the biological assessment will entail the use of GIS to develop one figure depicting the project action area. Other figures (e.g., vicinity map, drawings showing locations of stormwater management facilities) will be adapted from other reports prepared for this Project.

Deliverables

- Draft biological assessment for review by City staff.
- Revised draft biological assessment for review by WSDOT Local Programs.
- Final draft biological assessment for review by FHWA.
- Final biological assessment for submittal to NMFS and USFWS.

Assumptions

- The geographic extent of the action areas for analyses of effects related to noise, increased areas of impervious surfaces, and facilitated development will be determined during the process of developing the biological assessment. Consistent with WSDOT requirements, the aquatic portion of the action area is expected to extend all the way to the points where streams that receive discharges from stormwater facilities enter marine waters.
- The biological assessment will evaluate potential impacts on the following species and habitats: Puget Sound Chinook salmon, Puget Sound steelhead, southern resident killer

whale, bull trout, North American wolverine, marbled murrelet, yellow-billed cuckoo, streaked horned lark, northwestern pond turtle, critical habitat for Puget Sound Chinook salmon, critical habitat for Puget Sound steelhead, critical habitat for bull trout, and essential fish habitat for Pacific Coast salmon.

- Based on the potential impacts of stormwater contaminants, the biological assessment will include determinations that the Project is *likely to adversely affect* Puget Sound Chinook salmon, Puget Sound steelhead, and critical habitat for Puget Sound steelhead in the action area and that it *may adversely affect* essential fish habitat. Depending on the outcome of conversations with WSDOT Local Programs, the biological assessment may also include determinations that the Project is *likely to adversely affect* bull trout and/or critical habitat for bull trout. The determinations for all other ESA-listed species and critical habitats potentially present in the action area will either be *no effect* or *not likely to adversely affect*.
- Formal consultation with NMFS will be required based on the expectation that contaminants in stormwater runoff may escape or bypass stormwater facilities developed for the Project and enter waters with a surface connection to streams where ESA-listed Chinook salmon and steelhead may be present, and where critical habitat has been designated for those species and essential fish habitat has been identified for Pacific Coast salmon.
- NMFS and USFWS will concur with determinations that the Project is not likely to adversely affect other species and critical habitats, including those in marine and terrestrial habitats. Species for which a *no-effect* determination is made will be identified in the biological assessment along with a rationale for the determination.
- If WSDOT requires the Project to be presented at a pre-biological assessment meeting with NMFS and USFWS, preparation for and participation in the pre-biological assessment meeting will be performed under a separate scope of work.
- The biological assessment author will conduct a 1-day site visit to gain familiarity with habitat conditions in the project area. Based on the absence of mature conifer-dominated stands near the project site, a formal survey for marbled murrelet nest platforms will not be conducted.
- The biological assessment will undergo one round of review and revision with the City before being submitted to WSDOT Local Programs subject matter experts for one round of review, comment, and revision.
- The biological assessment will also undergo one round of review and revision with the FHWA before it is submitted to NMFS and (if necessary) USFWS for consultation.
- A Parametrix biologist will participate in three 2-hour meetings with staff at each agency to which a draft biological assessment is submitted for review. The purpose of the meetings will be to clarify comments and discuss any outstanding issues or concerns.

Parametrix will provide up to 16 hours of support after submittal of the biological assessment to NMFS and USFWS, including additional coordination and responses to questions from those agencies.

- Scope for Subtask 08-01 is provided for reference only and will need to be added to the contract as a future supplement to the agreement.

Subtask 08-02 – National Historic Preservation Act (**FUTURE TASK – NOT INCLUDED**)

To review and prepare a cultural resources report for WSDOT Local Programs review which will support the use of an Appendix J exemption under WSDOT's Section 106 of the NHPA programmatic agreement.

Approach

The Consultant will:

- Conduct a search of site files recorded at Washington Department of Archaeology and Historic Preservation (DAHP); review relevant correspondence between the Project proponent, stakeholders, and DAHP; and review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project area.
- Contact the cultural resources staff of tribes that may have an interest in the project area.
- Provide a field inventory of the project location for identification of archaeological and historical resources and, if necessary, excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.
- Document and record archaeological and historic sites within the project area, including preparation of Washington state archaeological and/or historic site(s) forms. Documentation will be consistent with DAHP standards.
- Prepare a technical memorandum describing background research, field methods, result of investigations, inadvertent discovery plan, and management recommendations. The technical memorandum will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards.

Deliverables

- Draft and Final Cultural Resource Technical Memorandum and support materials will be provided electronically in MS Word and PDF formats.

Assumptions

- The cultural resources field inventory will be completed by one Parametrix staff in a single 8-hour day.
- No previously unrecorded archaeological sites will be identified.
- Up to 10 historic sites will be identified and inventoried.
- No more than eight shovel test probes would be excavated.
- Up to four historic built resources will be located in the APE and will require documentation and evaluation.
- No private utility locates will be required.
- City will coordinate access to the Project and obtain any necessary right-of-entry permits.
- WSDOT Local Programs will serve as Section 106 of the NHPA lead agency. As a result, WSDOT Local Programs will lead agency and Native American consultation and submit final consultation and technical documents to the DAPH.

- The client will coordinate access to the Project and obtain any necessary right-of-entry permits.
- Consultant will be responsible for contacting the Washington Utility Notification Center and obtaining a ticket for subsurface investigations.
- City will provide Consultant with a single consolidated set of comments for the draft cultural resources inventory report.
- Scope for Subtask 08-02 is provided for reference only and will need to be added to the contract as a future supplement to the agreement.

Subtask 08-03 – Stormwater Treatment Design, Stormwater Site Plan, and PS&E (FUTURE TASK – NOT INCLUDED)

Objective

If stormwater treatment is required for the Project, the objective of this subtask is to design stormwater treatment BMPs and incorporate into the project documents.

Approach

Parametrix will utilize available information including the City's geographic information system (GIS) database, as-builts provided by the city, and survey completed in Task 02 to delineate drainage basins within the proposed project limits, determine feasible locations for water quality BMPs, and complete sizing of BMPs. The team will design suitable BMPs to meet applicable requirements. Using an approved hydrologic model, Parametrix will perform BMP sizing and site the BMPs along the project improvements.

Design information with applicable figures and calculations will be added to the stormwater site plan to summarize design efforts. As an appendix to the stormwater site plan, a construction stormwater pollution prevention plan (SWPPP) will also be provided. Two iterations of the stormwater site plan (Draft and Final) will be submitted to the City for review and comment. The draft stormwater site plan will be submitted with the 30% design submittal included in Task 05. The final stormwater site plan will be submitted with the 100% submittal included in Task 05.

Deliverables

- Design information and figures incorporated into the Draft and Final Stormwater Site Plan under Task 03 and Task 05.
- 30% Plans, Specifications, and Estimate Bid Items for stormwater improvements, incorporated into 30% design submittal under Subtask 03-03.
- 75% Plans, Specifications, and Estimate for stormwater improvements, incorporated into 75% design submittal under Subtask 05-01.
- 100% Plans, Specifications, and Estimate for stormwater improvements, incorporated into 100% design submittal under Subtask 05-02.
- Final Plans, Specifications, and Estimate for stormwater improvements, incorporated into Final design submittal under Subtask 05-03.

Assumptions

- This subtask will be initiated if stormwater treatment is required for the Project.

- BMP design and stormwater site plan will be prepared in accordance with the 2019 Ecology Stormwater Management Manual for Western Washington as adopted by the City of Sumner.
- BMP sizing will be completed using Ecology-approved models.
- Because the pavement overlay areas of the Project will be exempt from all minimum requirements per the 2019 Ecology Stormwater Management Manual for Western Washington definition of pavement maintenance practices, treatment BMPs will be designed only for the subject surfaces within the ROW at the Tacoma Avenue and Puyallup Street roundabout.
- Treatment BMP will be a proprietary system approved by the Washington State Technology Assessment Protocol - Ecology (TAPE) program. The Consultant will complete preliminary sizing and evaluate feasibility for up to two BMPs. The City will select which proprietary system will be used for the Project prior to the 30% design submittal.
- Due to space limitations within the ROW, infiltration facilities will not be evaluated.
- QC/QA for these deliverables is included in this subtask. Internal Parametrix QC/QA documentation is excluded as a deliverable.
- Scope for Subtask 08-03 is provided for reference only and will need to be added to the contract as a future supplement to the agreement.

Subtask 08-04 – Management Reserve Environmental NTP

Objective

Provide additional services that are outside of this current scope of work for environmental permitting.

Approach

Work under this task will provide additional technical services that are outside of the current scope of work as requested and authorized in writing by the City that are required for environmental permitting while a supplement is being executed.

EXHIBIT A-1 – Schedule

Work Element	Completed By
Notice to Proceed (COMPLETE)	Assumed January 10, 2024
Kickoff Meeting (COMPLETE)	March 21, 2024
Concept Design (COMPLETE)	April 15, 2024
Supplement 1 Notice to Proceed	December 13, 2024
NEPA Kickoff Meeting with WSDOT (Tentative – to be scheduled)	January 17, 2025
Draft Biological Assessment (BA) Submittal to City ¹	TBD pending NEPA Kickoff Meeting
City Review and Feedback (BA) ¹	TBD pending NEPA Kickoff Meeting
30% Design Submittal	May 9, 2025
City Review and Feedback (30% Design)	June 6, 2025
Draft NEPA Submittal to City ¹	TBD pending NEPA Kickoff Meeting
City Review and Feedback (NEPA) ¹	TBD pending NEPA Kickoff Meeting
Local Programs Review of BA and Submit to USFWS ¹	TBD pending NEPA Kickoff Meeting
Consultation with USFWS ¹	TBD pending NEPA Kickoff Meeting
WSDOT Review/Approval of NEPA ¹	TBD pending NEPA Kickoff Meeting
75% Design Submittal	September 5, 2025
City Review and Feedback	October 3, 2025
Right-of-Way Plans and Funding Estimate	October 6, 2025 – November 28, 2025
<i>Property Valuation and Acquisition (Placeholder/Future Supplement)</i> ²	<i>January 26, 2026 – August 28, 2026</i>
100% Draft Bid Documents Submittal	April 3, 2026
City Review and Feedback	April 24, 2026
WSDOT Review and Approval of 100% Bid Docs (Tentative)	April 27, 2026 – June 5, 2026
Bid Set Submittal ³	October 9, 2026

NOTE: The assumed turnaround time for City review is 4 weeks.

- 1 Pending confirmation of scope during NEPA kickoff meeting, ESA schedule will be determined. Scope and schedule assumes the Project is eligible for Regional Road Maintenance ESA 4(d) Program (RRMP), informal consultation with USFWS, and no individual consultation with NMFS.
- 2 Tentative schedule for property valuation and acquisition phase shown as placeholder only. Exact schedule will depend on NEPA approval.
- 3 Tentative schedule shown as placeholder. Bid set phase will be initiated once the City receives construction obligation funding.

SUBJECT: 166th Ave E Widening & Improvements - Design Consultant Agreement Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$104,296.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Supplement #7

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:

166th Avenue East (Sumner-Tapp Highway) and the SR 410 westbound off-ramp experience severe traffic congestion at the SR 410 interchange and the intersection to the north at 64th Street East. Additionally, an undersized and failing corrugated metal pipe culvert that carries Salmon Creek runs diagonally underneath the intersection, creating an unsuitable environment for ESA-listed salmon species to thrive and spawn.

In November 2022, the City acquired the Nordyke property, which is currently leased to Carroll's Garage. After the property acquisition, the property was assessed to determine the cleanup that would be required to progress towards a "No Further Action" needed designation. This supplement adds additional scope items for our remediation sub-consultant to continue to take additional soil samples and complete additional coordination with state and local agencies in order to obtain an approved remediation plan for the site, which is required before the project can be constructed. The current contract value is \$2,247,594.66 and this supplement adds \$104,296.00, for a total contract cost of \$2,351,890.66.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 8/5/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Psomas' Consultant Services Contract for the 166th Ave E Widening and Improvements Project (CIP 13-11), increasing the contract amount by \$104,296.00 to a total authorized amount not-to-exceed \$2,351,890.66, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



Supplemental Agreement Number <u>7</u>		Organization and Address	
Original Agreement Number STPUL-3109(003)		Psomas 3131 Elliott Avenue, Suite 400 Seattle, WA 98121 Phone: 253-627-0720	
Project Number CIP 13-11	Execution Date	Completion Date 12/31/2026	
Project Title 166th Ave. East Widening and Intersection Improvements	New Maximum Amount Payable \$2,351,890.66		
Description of Work This supplement includes additional scope and fee for our subconsultant, Terraphase, who will provide additional services related to soil and groundwater cleanup for the project site. In this supplement, we at Psomas are also extending the completion date and updating our ICR and Negotiated ANTE Table.			

The Local Agency of City of Sumner
desires to supplement the agreement entered in to with Psomas
and executed on 4/16/2019 and identified as Agreement No. CIP 13-11

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
See Exhibit A-7, Scope of Work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date extended to December 31, 2026.

III

Section V, PAYMENT, shall be amended as follows:

Original contract \$386,597.00 + Supp #1 \$285,450.00 + Supp #2 \$1,419,236.66 + Supp #3 \$0.00 + Supp #4 \$0.00 + Supp #5 \$0.00 + Supp #6 \$156,311.00 + Supp #7 \$104,296.00 = \$2,351,890.66 New Max Amount Payable

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A" Summary of Payments

	Basic Agreement	Supp #1	Supp #2	Supp #3	Supp #4	Supp #5	Supp #6	Supp #7	Total
Direct Salary Cost	\$ 133,211.80	\$ 79,551.50	\$ 272,768.39	\$ -	\$ -	\$ -	\$ 6,371.68	\$ 1,575.00	\$ 493,478.37
Overhead (Including Payroll Additives)	\$ 195,421.68	\$ 116,702.05	\$ 457,187.09	\$ -	\$ -	\$ -	\$ 10,954.82	\$ 2,745.00	\$ 783,010.64
Direct Non-Salary Costs	\$ -	\$ 65,331.00	\$ 607,450.66	\$ -	\$ -	\$ -	\$ 137,073.00	\$ 99,501.00	\$ 909,355.66
Fixed Fee	\$ 39,963.53	\$ 23,865.45	\$ 81,830.51	\$ -	\$ -	\$ -	\$ 1,911.50	\$ 475.00	\$ 148,045.99
MR	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,000.00
Total	\$ 386,597.01	\$ 285,450.00	\$ 1,419,236.65	\$ 0.00	\$ 0.00	\$ 0.00	\$ 156,311.00	\$ 104,296.00	\$ 2,351,890.66

EXHIBIT A-7

**City of Sumner
166th Ave E Widening and Intersection Improvements
Supplement #7
CIP 13-11
STPUL-3109(003)**

**Psomas
June 3, 2025**

SCOPE OF WORK

This supplement will continue the design effort for the 166th Ave E Widening and Intersection Improvements project. Terraphase Engineering Inc., under Supplement #7, will serve as a subconsultant to Psomas for the City of Sumner's project at 166th Avenue. The scope involves a supplemental remedial investigation and groundwater monitoring to further characterize contamination from a former gasoline service station. This work follows the Washington Department of Ecology's concurrence with the proposed cleanup approach under the Voluntary Cleanup Program.

The scope includes installing six new groundwater monitoring wells, collecting and analyzing soil and groundwater samples for petroleum hydrocarbons, VOCs, and metals, and conducting quarterly groundwater monitoring over four events. The findings will inform updates to the draft Cleanup Action Plan and guide future soil excavation and remediation efforts.

1.1. Management/Coordination/Administration

This task covers the effort required to manage the supplement and to ensure that the project meets the client's expectations for schedule, budget, and quality of product.

- 1.1 Provide project management and project administrative services including:
- Project staff management and coordination
 - Subconsultant management and coordination
 - Schedule and budget monitoring
 - Preparation of monthly invoices
 - Preparation of monthly progress reports
 - Maintaining project files



May 29, 2025

Olivia Paraschiv, PE
Project Manager/Engineering Department Manager
KPG PSOMAS
2502 South Jefferson Avenue
Tacoma, Washington 98402

sent via email to olivia.paraschiv@psomas.com

Subject: City of Sumner - 166th Avenue and 64th Street East (2nd Revision)

Dear Ms. Paraschiv:

Terraphase Engineering Inc. (Terraphase) is pleased to present this scope of work and estimated budget for implementing our recommended additional investigation (supplemental remedial investigation groundwater monitoring) to complete the characterization of soil and groundwater contamination from the former gasoline service station and garage at 16602 64th Avenue East.

Our October 9, 2024 Remedial Investigation and draft Cleanup Action Plan (RI/dCAP) recommended the following:

- 1) The Washington Department of Ecology (Ecology) should be asked, under the auspices of the Voluntary Cleanup Program (VCP), to provide comment on the work completed to date, the appropriateness of the draft cleanup action plan, and the sufficiency of the proposed additional work;
- 2) Upon concurrence by Ecology, additional investigation consisting of the completion of six additional groundwater monitoring wells and subsequent quarterly monitoring;
- 3) Refine the draft cleanup action plan based on the completed characterization and implement the excavation of soils as proposed; and
- 4) Upon completion of the excavation, conduct additional groundwater monitoring for at least four quarters to establish that the site has been remediated below the relevant cleanup levels or to determine the criteria for the implementation of an environmental covenant and appropriate institutional controls.

Ecology has completed its review of the noted report and they have indicated that they concur with the recommendations for additional investigation. They have also indicated that the dCAP appears to be appropriate, with the planned excavation of impacted material being acceptable as an interim action subject to the recommendations for further groundwater monitoring.

The additional wells, as depicted in Figure 24 of our RI/dCAP will be used in conjunction with existing data to fully delineate the extent of site contamination. During drilling, our onsite geologist will field screen the penetrated soils for signs of impact and collect representative soil samples for subsequent laboratory analyses. All soil samples will be submitted to a State accredited laboratory for analysis of

gasoline- through oil-range hydrocarbons (Ecology Test Methods NWTPH-Gx and NWTPH Dx/Dx) and related VOCs (EPA Test Method 8260), along with MTCA metals using EPA 6000/7000 series methods.

Following drilling, standard 2-inch diameter PVC monitoring wells will be set in each of the designated well borings (see Figure 4) and then developed to remove any loose formation material in preparation for groundwater sampling. Terraphase will then complete an initial groundwater monitoring event, sampling each of the new monitoring wells along with the existing monitoring wells. Each of the wells will be purged appropriately prior to sample collection, and all sampling will be conducted using Ecology prescribed low-flow sampling protocols. All groundwater samples will be submitted to a State accredited laboratory for analysis of gasoline- through oil-range hydrocarbons (Ecology Test Methods NWTPH-Gx and NWTPH Dx/Dx) and related VOCs (EPA Test Method 8260), and MTCA metals using EPA 6000/7000 series methods. The new wells will be surveyed by a licensed land-surveyor for the proper calculation of groundwater elevation and flow direction.

Based on the findings of this supplemental investigation we will prepare a detailed scope of work for the excavation of impacted soils including estimated volumes, excavation dewatering plans, and an implementation budget.

The above activities will be documented in a Supplemental Remedial Investigation and Interim Cleanup Action report. Additionally, for each quarter after the completion of the supplemental investigation, we will perform quarterly groundwater monitoring and sampling of an of the monitoring wells. Collected samples will be submitted to a State accredited laboratory for analysis of gasoline- through oil-range hydrocarbons (Ecology Test Methods NWTPH-Gx and NWTPH Dx/Dx) and related VOCs (EPA Test Method 8260), and MTCA metals using EPA 6000/7000 series methods. Depending on the analytical data, and groundwater flow directions, certain wells will be deemed redundant and not sampled in order to reduce program costs. We are estimating that quarterly groundwater monitoring will include sampling six groundwater monitoring wells. Each monitoring event will be documented in a quarterly groundwater monitoring report.

Cost Estimate and Schedule

Schedule

Completion of the supplemental investigation phase is estimated to require approximately 45 working days after notice to proceed is issued, subject to driller availability. Quarterly monitoring will begin three months after the supplemental investigation phase.

Cost Estimate

The estimated cost for the work described above is \$99,501. The summary table and attached detailed cost estimate outline the anticipated costs for completing this scope of work.

Exhibit B-7 DBE Participation Plan

This project has a DBE goal of 11%. KPG will meet this goal by utilizing the DBE certified subconsultants listed below. **Items in bold have been added or revised.**

Please note DBE goal of 11% includes Supplement #2 through Supplement #7 (\$1,679,833.65) and the remaining unused balance of the Main Agreement and Supplement #1 (\$78,642.45) as of 10/26/2021. This is because the used balance (\$593,404.55) prior to 10/27/2021 was expended prior to the date of federal funds project authorization. All work/expenditures prior to the date of federal funds project authorization were paid with local funds and were not subject to a DBE goal when expended, as no goal was in place at that time.

- HWA GeoSciences, Inc.
 - Cert# D5F0024692
 - Total Budget \$81,081.00
 - DBE Commitment \$64,000.00
 - Scope of Work: Geotechnical Engineering
- Aqua Terra Cultural Resource Consultants (Sub to Widener & Associates)
 - Cert# D2F002310
 - Total Budget \$8,968.98
 - DBE Commitment \$8,500.00
 - Scope of Work: Cultural Resources
- Osborn Consulting, Inc.
 - Cert# D2F0019030
 - Total Budget \$84,578.26
 - **DBE Commitment \$70,000.00**
 - Scope of Work: Stream Channel and Culvert Design
- Widener & Associates
 - Cert# D2F0026333
 - Total Budget \$178,379.40
 - **DBE Commitment \$51,000.00**
 - Scope of Work: Environmental Documentation and Permit Coordination

Total commitment to DBE for Design: **\$193,500.00**

DBE Goal 11% = **\$193,432.37**

KPG Psomas Inc. Staff responsibility for reporting:

- Lucy Ostrom
- Office Manager
- Lucy.Ostrom@Psomas.com

EXHIBIT D-7

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Sumner
 Project Name: 166th Ave E Widening and Intersection Improvements
 Psomas Project Number: 18158 (Supplement #7)
 Date: 6/3/2025

Task No.	Task Description	Labor Hour Estimate											Total Hours and Labor Cost Computations by Task	
		Principal	Engineering Manager I	Project Engineer I	Project Engineer II	Design Engineer I	Design Engineer II	Design Engineer III	Business Manager	Senior Admin	Office Admin	Office Assistant		
		\$305.00	\$240.00	\$175.00	\$198.00	\$140.00	\$148.00	\$159.00	\$186.00	\$148.00	\$116.00	\$103.00	Hours	Totals
Task 1														
Task 1.1	Management/Coordination/Admin	3	10							10			23	\$ 4,795.00
	Task Total	3	10	0	0	0	0	0	0	10	0	0	23	\$ 4,795.00
	Total Labor Hours and Fee	3	10	0	0	0	0	0	0	10	0	0	23	\$ 4,795.00
Subconsultants														
													Terraphase Engineering	\$ 99,501.00
													Subtotal	\$ 99,501.00
													Total Subconsultant Expense	\$ 99,501.00
Reimbursable Direct Non-Salary Costs														
													Mileage at current IRS rate	
													Reproduction Allowance	
													Total Reimbursable Expense	\$ -
													Management Reserve	\$ -
													Total Estimated Budget	\$ 104,296.00

Psomas
Summary of Negotiated Costs
Effective January 1, 2025 through December 31, 2025

Classification	Est Direct Salary Costs (DSC)	Office Overhead @ 174.17% of DSC	Fee @ 30% of DL of DSC	2025 Inclusive Rate (Rounded to \$1)
Principal	100.33	174.74	30.10	305
Engineering Manager I	78.95	137.51	23.69	240
Engineering Manager II	90.79	158.13	27.24	276
Asst. Engineering Manager	74.67	130.05	22.40	227
Senior Engineer I	68.09	118.59	20.43	207
Senior Engineer II	71.38	124.32	21.41	217
Project Engineer I	57.57	100.27	17.27	175
Project Engineer II	65.13	113.44	19.54	198
Design Engineer I	46.05	80.21	13.82	140
Design Engineer II	48.68	84.79	14.60	148
Design Engineer III	52.30	91.09	15.69	159
Engineering Technician	39.47	68.74	11.84	120
Technician	35.20	61.31	10.56	107
Engineering Assistant	31.58	55.00	9.47	96
Senior Project Manager Survey	86.51	150.67	25.95	263
Survey Crew I (w/Equip)	73.68	128.33	22.10	224
Survey Crew II (w/Equip)	93.42	162.71	28.03	284
Field Surveyor I	35.53	61.88	10.66	108
Field Surveyor II	46.38	80.78	13.91	141
Field Surveyor III	52.30	91.09	15.69	159
Project Surveyor I	53.29	92.82	15.99	162
Project Surveyor II	59.54	103.70	17.86	181
Surveyor I	32.24	56.15	9.67	98
Surveyor II	44.41	77.35	13.32	135
Surveyor III	49.34	85.94	14.80	150
Urban Design Manager	76.32	132.93	22.90	232
Senior Landscape Architect I	62.83	109.43	18.85	191
Senior Landscape Architect II	69.41	120.89	20.82	211
Project Landscape Architect I	53.95	93.96	16.19	164
Project Landscape Architect II	57.57	100.27	17.27	175
Landscape Designer I	36.51	63.59	10.95	111
Landscape Designer II	40.13	69.89	12.04	122
Landscape Designer III	46.05	80.21	13.82	140
Landscape Assistant	30.92	53.85	9.28	94
Senior Transportation Planner	70.39	122.60	21.12	214
Transportation Planner	42.43	73.90	12.73	129
Environmental Manager	78.95	137.51	23.69	240
Senior Environmental Planner I	62.83	109.43	18.85	191
Senior Environmental Planner II	84.54	147.24	25.36	257
Managing Biologist I	62.83	109.43	18.85	191
Managing Biologist II	70.07	122.04	21.02	213
Managing Biologist III	79.28	138.08	23.78	241
Senior Archaeologist	58.22	101.40	17.47	177
GIS Manager	55.26	96.25	16.58	168
Senior Biologist I	47.04	81.93	14.11	143
Senior Biologist II	54.28	94.54	16.28	165
Word Processor	40.79	71.04	12.24	124
Biologist I	27.30	47.55	8.19	83
Biologist II	36.51	63.59	10.95	111
Biologist III	44.08	76.77	13.22	134
Environmental Planner	54.28	94.54	16.28	165
Editor	31.25	54.43	9.38	95
GIS Tech	30.26	52.70	9.08	92
Cultural Resource Specialist	28.29	49.27	8.49	86
Senior Construction Manager	89.00	155.01	26.70	271
Construction Manager	68.09	118.59	20.43	207
Senior Resident Engineer	64.00	111.47	19.20	195
Resident Engineer	53.29	92.82	15.99	162
Assistant Resident Engineer	47.04	81.93	14.11	143
Senior Construction Observer	66.12	115.16	19.84	201
Construction Observer I	39.00	67.93	11.70	119
Construction Observer II	44.00	76.63	13.20	134
Construction Observer III	49.01	85.36	14.70	149
Construction Technician	33.22	57.86	9.97	101
Document Control Specialist I	39.80	69.32	11.94	121
Document Control Specialist II	46.71	81.35	14.01	142
Document Control Specialist III	52.50	91.44	15.75	160
Document Control Admin	35.86	62.46	10.76	109
Construction Assistant	31.25	54.43	9.38	95
CAD Manager	62.17	108.28	18.65	189
Senior CAD Technician	48.03	83.65	14.41	146
CAD Technician	43.09	75.05	12.93	131
Business Manager	61.18	106.56	18.35	186
Senior Admin	48.68	84.79	14.60	148
Office Admin	38.16	66.46	11.45	116
Office Assistant	33.88	59.01	10.16	103

Reimbursables billed at actual costs.
Mileage billed at the current approved IRS mileage rate.



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

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

August 12, 2024

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

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Tracy Zucker:

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

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

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

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

Regards,


[Schatzie Harvey \(Aug 12, 2024 11:19 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Exhibit E-7

May 29, 2025

Olivia Paraschiv, PE, Project Manager/Engineering Department Manager
City of Sumner - 166th Avenue and 64th Street East (2nd Revision)

Task	Professional services, expenses, supplies and equipment	Subcontracted drilling, surveying, laboratory analysis, utility location and traffic control	Total Estimated Cost
Project Management	\$3,566	-	\$3,566
Supplemental soil borings / well installation and sampling	\$14,470	\$38,459	\$52,929
Supplemental investigation report	\$9,802	-	\$9,802
Quarterly groundwater sampling, analysis and reporting-Four Events	\$21,588	\$11,616	\$33,204
Total Estimated Cost			\$99,501

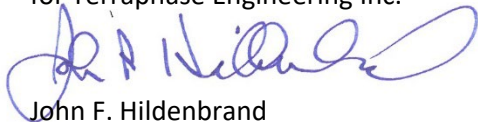
As noted above, the number of wells monitored in the quarterly sampling events is estimated to include only six of the total number of wells that will be present. Also, we anticipate that this work will be completed under a KPG PSOMAS subconsultant agreement or an agreement directly with the City of Sumner. This estimated cost is based on the rates noted in the attached ANTE table.

Closing

Terraphase is grateful for the opportunity to offer our services on this important project. If you have any questions or comments regarding this submittal, please contact John Hildenbrand at 253-732-7426, or via email to john.hildenbrand@terrphase.com.

Sincerely,

for Terraphase Engineering Inc.



John F. Hildenbrand
Principal Environmental Scientist

Acceptance of Proposal

The cost, specifications, and conditions outlined herein are satisfactory and are hereby accepted. Terraphase is authorized to proceed with the work, as specified.

This proposal is hereby accepted by a duly authorized representative of the Client to whom it is addressed:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Exhibit E-7

Table 1 - ANTE Cost Table
 Client- City of Sumner via KPG PSOMAS
 Project - 166th Widening

Category	Units	Custom Rate	Discount	Rate	Task 1: PM, H&S		Task 2: Field Work SRI		Task 3: SRI Report		Task 4: OGM and Report		TOTALS	
					Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Labor														
Principal	Hour	\$ 406	0%	\$ 406	4	\$ 1,625	8	\$ 3,251	12	\$ 4,876	10	\$ 4,064	34	\$ 13,816
Senior Project	Hour	\$ 194	0%	\$ 194	10	\$ 1,940	20	\$ 3,881	20	\$ 3,881	24	\$ 4,657	74	\$ 14,358
Senior Staff 2	Hour	\$ 162	0%	\$ 162		\$ -	24	\$ 3,877		\$ -	48	\$ 7,754	72	\$ 11,631
Senior Technician	Hour	\$ 131	0%	\$ 131		\$ -		\$ -	8	\$ 1,045	4	\$ 522	12	\$ 1,567
Senior Editor/ Senior Project Coordinator	Hour	\$ 175	0%	\$ 175		\$ -	4	\$ 698		\$ -	2	\$ 349	6	\$ 1,048
Administrator/Project Assistant/Billing Specialist	Hour	\$ 121	0%	\$ 121		\$ -	1	\$ 121		\$ -	1	\$ 121	2	\$ 243
Total Terraphase Labor						\$ 3,566		\$ 11,828		\$ 9,802		\$ 17,467		\$ 42,663
Direct Costs														
<i>Subcontractor</i>														
Libby-Labs investigation	sample	\$ 593.00		\$ 593.00		\$ -	27	\$ 16,011		\$ -		\$ -	27	\$ 16,011
Holocene Drilling	bid	\$ 18,952.00		\$ 18,952.00		\$ -	1	\$ 18,952		\$ -		\$ -	1	\$ 18,952
Quarterly	sample	\$ 330.00		\$ 330.00		\$ -		\$ -		\$ -	32	\$ 10,560	32	\$ 10,560
Total Subcontractor Costs						\$ -		\$ 34,963		\$ -		\$ 10,560		\$ 45,523
<i>Other Direct Costs</i>														
EXAMPLE ROW - Mailing	event	\$ 200.00		\$ 200.00		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total Other Direct Costs						\$ -		\$ -		\$ -		\$ -		\$ -
Direct Cost Handling			10%	10.0%		\$ -		\$ 3,496		\$ -		\$ 1,056		\$ 4,552
Total Direct Costs						\$ -		\$ 38,459		\$ -		\$ 11,616		\$ 50,075
Terraphase Equipment/Supplies (ERS)														
Truck/Vehicle (day)	Day	\$ 206.00		\$ 206.00		\$ -		\$ -		\$ -		\$ -	0	\$ -
IPad and Electronic Field Data (day)	Day	\$ 40.00		\$ 40.00		\$ -	5	\$ 200		\$ -	6	\$ 240	11	\$ 440
Daily Consumables (includes gloves, ziplock bags and trash bags)	Each	\$ 24.00		\$ 24.00		\$ -	5	\$ 120		\$ -	6	\$ 144	11	\$ 264
Field Health and Safety and Decon Supplies (daily fee)	Day	\$ 34.00		\$ 34.00		\$ -	5	\$ 170		\$ -	6	\$ 204	11	\$ 374
Low-Flow Bladder Pump	Day	\$ 195.00		\$ 195.00		\$ -	3	\$ 585		\$ -	6	\$ 1,170	9	\$ 1,755
Bladders for Low-Flow Pump	Each	\$ 6.00		\$ 6.00		\$ -	15	\$ 90		\$ -	24	\$ 144	39	\$ 234
Water Quality Meter	Day	\$ 223.00		\$ 223.00		\$ -	3	\$ 669		\$ -	6	\$ 1,338	9	\$ 2,007
Photoionization Detector (PID) (week)	Week	\$ 386.00		\$ 386.00		\$ -	1	\$ 386		\$ -	0	\$ -	1	\$ 386
Poly Tubing	Foot	\$ 3.00		\$ 3.00		\$ -	30	\$ 90		\$ -	96	\$ 288	126	\$ 378
Generator & Fuel	Day	\$ 79.00		\$ 79.00		\$ -	3	\$ 237		\$ -	6	\$ 474	9	\$ 711
Total Terraphase Equipment/Supplies (ERS)						\$ -		\$ 2,547		\$ -		\$ 4,002		\$ 6,549
Mileage Costs														
Mileage	mile	\$ 0.700		\$ 0.700		\$ -	135	\$ 94.50		\$ -	170	\$ 119.00	305	\$ 213.50
Total Mileage Costs						\$ -		\$ 94.50		\$ -		\$ 119.00		\$ 213.50
Total Estimated Project Unit Costs						\$ 3,566		\$ 52,929		\$ 9,802		\$ 33,204		\$ 99,501

Notes:

Exhibit E-7



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

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

November 13, 2024

Terraphase Engineering, Inc.
1300 Clay Street, Suite 1000
Oakland, California 94612

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Giovanni Ossa:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 220.48%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (Nov 14, 2024 06:37 PST)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

SUBJECT: Water System Improvements - Consultant Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$417,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Contract w/ scope & fee

STAFF CONTACT: Thi Le, Engineering Specialist

SUMMARY BACKGROUND:

The Water System Improvements project is upgrading and replacing the water mains, relocating the existing water services at several locations: Valley Ave north and south of SR410, 54th St Ct E from Wright Ave to Cul-de-Sac, 159th Ave between Riverside Dr and 76th St, Viewpoint Tank to 171st Ave Court E, and 16th Street between Wood and McMillan Ave. In addition, the project will complete related infrastructure work—including stormwater pipe replacement, ADA-compliant curb ramp upgrades, and retrofitting of sanitary sewer components—at specific locations. These additional improvements are being designed concurrently to align with future construction activities in those areas, aiming to minimize disruptions and ensure efficient resource utilization.

Seven (7) Statement of Qualifications were received on May 21, 2025 for this project. RH2 Engineering was selected to provide consulting services for this project through a qualification-based selection process. An agreement with a maximum amount payable of \$417,000 was negotiated for the design of the project.

<p>COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 8/5/2025 COMMITTEE RECOMMENDATION: Do Pass</p>
--

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with RH2 Engineering, in an amount not-to-exceed \$417,000 for the Water System Improvements (CIP25-05), substantially in a form approved by the City Attorney.

**PROFESSIONAL/CONSULTANT SERVICES CONTRACT
between the CITY OF SUMNER and**

RH2 Engineering, Inc.

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and RH2 Engineering, Inc., organized under the laws of the State of Washington located and doing business at 22722 29th Dr SE Suite 210, Bothell, WA 98021-4401, 253-327-1523, Clayton Posey (hereinafter the "Consultant")(collectively, the "Parties").

I. DESCRIPTION OF WORK.

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

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

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

II. TIME OF COMPLETION. The Parties agree that 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, 2027.

III. COMPENSATION.

- A. The City shall pay the Consultant a fee not to exceed \$417,000.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The 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.

<p>CONSULTANT:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF SUMNER:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to Form:</p> <p>Attest: _____ Approved as to form: _____</p> <p>_____ City Clerk City Attorney</p> <p>DATE: _____ DATE: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>CONSULTANT: Clayton Posey RH2 Engineering, Inc. 22722 29th Dr SE Suite 210 Bothell, WA 98021-4401 253-327-1523 cposey@rh2.com</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF SUMNER: Thi Le, Engineering Specialist City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5718 thil@sumnerwa.gov</p>

EXHIBIT A
Scope of Work
City of Sumner
Water System Improvements
July 2025

Background

The City of Sumner (City) intends to upgrade portions of its existing water main system within and adjacent to multiple commercial and residential corridors to improve water system reliability and redundancy and to replace outdated infrastructure. Six alignment segments have been identified (shown in **Exhibit D**) and the work to be performed within those segments are as follows:

1. At State Route (SR) 410.
 - Valley Avenue between Gary Street and Gault Street.
 - Abandon existing 4-inch and 6-inch water mains at locations indicated by the City.
 - Relocate five (5) existing service lines from the abandoned water mains and connect to an existing 12-inch water main on the east side of Valley Avenue.
 - Connect the existing 6-inch water main on the west side of Valley Avenue to the existing 12-inch water main on the east side of Valley Avenue at Gault Street.
 - Remove three (3) existing stormwater pipes as indicated by the City and replace with 12-inch Advanced Drainage Systems N12 pipe. Stormwater structures will not be removed or replaced.
 - Remove two (2) existing curb ramps located on the North and South side of Gary Street at Valley Avenue, relocate and replace with two (2) Americans with Disabilities Act (ADA) compliant curb ramps. Adjust street markings, signage, and stormwater infrastructure as required to maintain traffic standards and drainage at intersection.
 - Develop separate restoration details for right-of-way (ROW) and non-ROW areas.
2. Valley Avenue at SR410 between the eastbound on- and off-ramp intersection and 74th Street Court.
 - Relocate six (6) existing service lines from an existing 6-inch water main on the west side of Valley Avenue to an existing 12-inch water main on the east side of Valley Avenue.
 - Relocate the fire hydrant to the southeast side of the eastbound ramp on SR 410.

- Develop separate restoration details for ROW and non-ROW areas.
3. Along City-owned land from the Viewpoint Tank to 171st Avenue Court E).
 - Install 8-inch pipe between the connection points located at the City's Viewpoint Tank and 171st Avenue Court E.
 - Size and design a pressure reducing valve station required for connecting the water main between two pressure zones.
 - Develop restoration details for ROW and non-ROW areas.
 4. Along 159th Avenue E between Riverside Drive and 76th Street.
 - Remove/abandon existing water main and replace with an 8-inch ductile iron pipe.
 - Connect existing service lines to the new 8-inch water main.
 - Install a sample tap on the new 8-inch water main.
 - Install blow-off or hydrant on the new 8-inch water main.
 - Develop restoration details for ROW.
 5. Along 54th Street Court E from Wright Avenue to cul-de-sac.
 - Remove/abandon existing water main and replace with an 8-inch ductile iron pipe.
 - Connect existing service lines to the new 8-inch water main.
 - Retrofit the existing sanitary sewer junction with a new Washington State Department of Transportation (WSDOT) Type 1 maintenance hole.
 6. Along 16th Street between Wood and McMillan Avenues.
 - Remove/abandon existing water main and replace with an 8-inch ductile iron pipe.
 - Connect existing service lines to the new 8-inch water main.
 - Install a sample tap on the new 8-inch water main.
 - Develop separate restoration details for ROW and non-ROW areas.

RH2 Engineering, Inc., (RH2) has been retained by the City to assist in the development of construction documents for these improvements. The City has indicated that it would like to prepare up to four (4) separate bid packages for the overall project so that construction may be phased by priority. This Scope of Work captures effort necessary for predesign, design, and bidding phase services for the project. The scope for common elements including Geotechnical Evaluation and Permitting Assistance are described specifically and separately in the Scope of Work but are integrated directly into the Fee Estimate tasks per the four individual bid package efforts. This will facilitate project tracking. A scope of work and fee estimate for construction phase services will be developed at the conclusion of project bidding.

General Assumptions

- *The City requires an easement or ROW acquisition on the southwest corner of the intersection of Valley Ave and Gary St where existing sidewalk encroaches beyond the ROW. It is assumed that all other work will be constructed in the ROW or on City-owned land and that there will be no need to research or provide services for easement acquisitions.*
- *Technical specifications will follow WSDOT Standard Specifications format with RH2 Amendments. The City's Standard construction contract documents will be used and provided to RH2 in Microsoft Word.*
- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.*
- *Deliverables will be submitted in electronic format (PDF) unless otherwise noted.*
- *Services described will be performed to the level of effort included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*

Geotechnical Evaluation

Objective: A geotechnical evaluation will be performed as detailed below. A common geotechnical investigation and report will be provided for all water main segments. Each water main segment will be assigned an equal portion of the geotechnical Evaluation task.

Approach:

- Summarize geology, groundwater, and geotechnical site conditions at each proposed water main segment using available geologic information and any geotechnical reports related to the sites. Identify locations requiring more detailed subsurface investigations. Identify potential geologic hazards and recommendations to mitigate the geologic risks, and provide initial recommendations for the design and construction of the new water mains. Summarize initial summary and recommendations in email format.
- Subcontract with a drilling company to advance up to three (3) 30-foot-deep borings at the Viewpoint Tank segment no. 3, and up to two (2) 10-foot-deep borings at each of the other five (5) segments. Observe pavement, subgrade, soil, and groundwater conditions, and identify the location and characteristics of existing geologic units. Evaluate the geotechnical properties of representative soil samples. *The number and depths of borings may be modified following the findings of Task 4.1.*
- Coordinate with City staff to perform potholing along the proposed segments to identify the location and depth of existing utilities and condition of utility trench backfill. *This subtask assumes up to ten (10) pothole locations, each up to 6 feet deep.*

The City will provide and direct personnel and equipment for the potholing investigation. Perform a visual observation of the site and potholes to confirm the interfering utility data obtained from the City to the degree possible by surface observation. Collect additional site data relating to the interfering utilities.

- Prepare an engineering geology and geotechnical report that summarizes geologic, groundwater, and geotechnical conditions at each site. Provide recommendations for the design and construction of the proposed water main segments, including steep slope design, trenchless construction recommendations, drainage, dewatering, and trench stability for contractor shoring requirements. The engineering geology and geotechnical report will include a figure showing exploration locations, photographs, and logs from each boring performed.

Assumptions:

- *RH2 will coordinate and subcontract with a driller and traffic control provider to support subsurface investigations.*
- *RH2 will subcontract with a soil laboratory to provide grain-size analysis of representative soil samples.*

Provided by City:

- Available geologic or geotechnical reports.
- Personnel and equipment for pothole excavation.
- Traffic control for City-operated potholing (if necessary).
- Utility locates for potholing.

RH2 Deliverables:

- Email preliminary summary of geologic and geotechnical conditions.
- Utility locates for soil borings.
- Engineering geology and geotechnical report.

Permitting Assistance

Objective: Assist the City in obtaining necessary permit approvals for all water main alignments and all four (4) distinct bid packages associated with the project. Subcontract with Loowit Consulting Group (Loowit) for environmental investigation and permitting assistance. Permitting efforts will be performed as detailed below. Portions of the permitting efforts (SEPA and Critical Areas) will be provided for all water main segments with one common effort and deliverable. Each water main segment will be assigned an equal portion of the SEPA and Critical Area permitting efforts.

Approach:

- (Provided by Loowit) Conduct a background review of the project sites and collect environmental data (e.g., City and County online map data, etc.), review background reports,

and other resources to assist in permit application preparation. Complete an environmental site visit to review project locations and existing conditions with respect to environmental resources. Collect site photographs and data for use in environmental permit applications.

- (Provided by Loowit) Contact and discuss improvements with the agencies with jurisdiction over the project (e.g., City and Pierce County (County)). Prepare pre-application meeting packages to apply for one (1) pre-application meeting with the County to present and discuss the project and confirm anticipated permit processes. The City will submit for a pre-application meeting with City staff if necessary. Attend one (1) County pre-application meeting and one (1) City pre-application meeting with City staff. *It is assumed that meetings will be held virtually.* Record meeting minutes for use in permit application/report preparation.
- (Provided by Loowit) Coordinate with the City for State Environmental Policy Act (SEPA) compliance for the project. Review project details and the potential for SEPA exemptions for project improvements. *It is assumed the City will act as lead agency for SEPA compliance and determination of project compliance for SEPA will occur through the City.* If SEPA exemptions is infeasible, assist the City with SEPA Checklist preparation for the projects. *It is assumed one SEPA Checklist can be prepared to address all six (6) project locations.* The City will prepare the SEPA checklist with information from RH2 and Loowit as needed. The City will submit the SEPA for determination and public notification processing.
- During SEPA review, support cultural consultation with the Washington State Department of Archaeology and Historic Preservation (DAHP) and area Tribes, as needed. *It is assumed DAHP and/or area Tribes will provide comment and/or request project consultation during SEPA. If additional cultural resources overview or surveys are needed, RH2 will work with the City to support this work. Possible support could include securing the services of a cultural resources subconsultant, preparing an EZ-1 package for Governor's Executive Order (GEO) 21-02 compliance, and/or preparing a project-specific Inadvertent Discovery Plan (IDP). If additional support is needed, an amendment to this task may be needed.*
- (Provided by Loowit) Prepare for and perform a critical areas site investigation to delineate the ordinary high-water mark (OHWM) of the Puyallup River in proximity to the Segment 4 project location. Investigate the Segment 3 project location and perform steep slope evaluation and perform an aquatic area delineation, if needed. Complete data forms and post-processing following site investigations. Collect delineated OHWM locations and/or other boundaries using RH2 hand-held GPS unit (30-centimeter accuracy) and transfer points to project design plans. *It is assumed no aquatic critical areas are present in the Segment 3 alignment. It is assumed that steep slopes and erosion hazards exist at the Segment 3 alignment, and that a summary will be included in the Critical Areas Report (Task 5.6)*
- (Provided by Loowit) Coordinate with the County to determine Critical Areas Ordinance (CAO) compliance needs. *For Segment 3, the project may apply for a critical areas exemption under Pierce County Code (PCC) 18E.20.030(18), contingent on the County's confirmation. Similarly, for Segment 3, the project may apply for critical areas exemption under Sumner Municipal*

Code 16.40.100.F or G, contingent on the City's confirmation. If warranted by the City and/or County, prepare a Critical Areas Report (CAR) summarizing the results of field investigations for Segment 3 and 4, anticipated project impacts, minimization measures for project construction, and restoration for project impacts, as needed. Submit the CAR to the City and/or County for CAO compliance. *It is assumed one CAR can be prepared to meet the County and City requirements.*

- (Provided by Loowit) Prepare a Shoreline Exemption (SE) application and submit to the County for review and processing. *It is assumed the Segment 4 project location and project activities will be shoreline exempt as normal maintenance and repair (PCC 18S.60.020.C.2), contingent on County confirmation. An SE application is assumed to include a Site Plan, narrative describing how the project is exempt, and County application form. County administrative review and processing will be needed for the SE.*
- (Provided by Loowit) Coordinate with the County regarding floodplain development compliance for the Segment 4 project location. Prepare floodplain development application for County documentation and permit approval. *It is assumed the project will not need to obtain a floodplain development permit because ground surface elevations will be unchanged with project activities. RH2 will work with the County to confirm exemption and documentation needs.*
- Coordinate with the County regarding Right-of-Way (ROW) permit compliance for the project. Prepare and submit applications for Right-of-Way (ROW) Permits through the County for alignments within County ROW. *It is assumed most, if not all, of the project locations will not require ROW Permits through the City. A ROW permit is assumed to be required for County and WSDOT depending on project location; therefore, this task assumes preparation of up to two (2) ROW permit applications.*

Assumptions:

- *The City shall be the permit applicant, with RH2 acting as its agent for coordination/submittals. The City will pay all permit fees directly.*
- *Site Development and/or Clearing and Grading permits are not anticipated to be required based on RH2's current understanding of project locations and relevant jurisdiction Codes. If it is determined these reviews are required, an amendment to this Scope of Work may be warranted.*
- *WSDOT ROW Franchise and/or Crossing Permits may be required depending on the extent of improvements needed within the WSDOT ROW. The City will take lead on coordination with WSDOT and the City will submit for any necessary WSDOT ROW permit. RH2 will assist in preparation of WSDOT ROW permits.*
- *The City will take the lead on preparing the SEPA checklist. The City will request information, narratives, or figures as needed for the SEPA preparation.*

Provided by the City:

- Environmental and permitting background information, as applicable, to facilitate RH2 project understanding and background knowledge.
- Rights of entry for site investigations, as needed.
- SEPA Checklist.
- Submittal of local permit applications and payment of permit application fees.

RH2 Deliverables:

- City and County pre-application meeting packages in electronic PDF, and attendance at two (2) pre-application meetings.
- SEPA exemption request in electronic PDF.
- SEPA information/narrative/figures as requested by the City.
- GEO 21-02 compliance support, IDP, and/or EZ-1 form, if requested.
- Field-flagged and GPS- points collected for the OHWM of the Puyallup River in proximity to Segment 4.
- CAO exemption documentation and/or CAR in electronic PDF.
- SE application in electronic PDF.
- Floodplain Development exemption documentation in electronic PDF.
- County ROW Permit application (up to two (1)) in electronic PDF.
- WSDOT ROW Permit application (up to one (1)) in electronic PDF.

Task 1 – Valley Avenue (Segments 1 and 2) Construction Drawings

Objective: Manage RH2’s project team and maintain regular client communications. Maintain project schedules and prepare monthly invoices and budget status summaries. Obtain existing site information from available as-built drawings and City and Pierce County (County) GIS mapping. Analyze existing water main configurations and develop preliminary alignments. Prepare 30-, 60-, and 90-percent and bid-ready construction drawings that illustrate the proposed water main, stormwater, and restoration improvements for the Valley Avenue segment. Assist the City in obtaining necessary permit approvals. Provide engineering services during the bidding and award phase of the project. *The City has indicated that the Valley Avenue improvements need to be constructed by early 2026 before an upcoming overlay project.*

Approach:

- 1.1 Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate technical disciplines as described herein, and document and retain information generated during the execution of the project. Maintain communication with the City providing schedule and budget updates. Prepare monthly invoices and budget status summaries. Provide

detailed in-house quality assurance and quality control (QA/QC) engineering reviews of the construction design plans and specifications for quality and conformance to project requirements and City standards at the 60-percent, 90-percent, and bid-ready design deliverable stages.

- 1.2 Coordinate with Psomas Inc. (Psomas) for Segments 1 and 2 to provide horizontal and vertical survey control and topographic information, including surface features, underground utilities, topography, roadway and utility alignments, rights-of-way, and property lines and easements. Provide a sample drawing in AutoCAD 2025 with RH2 standard layers, blocks, and colors for formatting. Each utility is to be depicted in a separate layer. Format survey data for use in AutoCAD 2025. Create a base map for project design using RH2 standards. Perform site visit(s) to confirm survey surface features and utility locations. Coordinate with Psomas to obtain additional subsurface utility information (utility locates will be performed by a private firm). Coordinate with City staff to provide utility potholing to determine utility depths. Incorporate findings into the plans. Coordinate with Psomas to provide a legal description of an easement or ROW acquisition needed for public sidewalk/ADA ramp on the southwest corner of the intersection of Valley Ave and Gary St. The easement/ROW acquisition will be performed on Parcel #4085000110.
- 1.3 Confirm the proposed connection points to the City's water system and existing appurtenances based on as built information and City input. Develop preliminary exhibits with proposed water main alignments for each water main segment. Exhibits will propose potholing and geotechnical investigation recommendations.
- 1.4 Provide geotechnical evaluation and design recommendations per the **Geotechnical Evaluation** Task.
- 1.5 Provide permitting assistance per the **Permitting Assistance** Task.
- 1.6 Prepare 30-percent design drawings for the City's Valley Avenue water main crossing, services transfer, and stormwater improvements. Plans will be provided at 1-inch equals 20 feet horizontal scale and include preliminary profiles and crossing utilities. Prepare and submit 30-percent design plans to the City. Attend one (1) 30-percent review meeting with the City.
- 1.7 Update plans with the City's 30-percent review comments and advance plans to the 60-percent design level. Develop details of temporary testing configurations and final configurations of connections to the City's existing water system. Include City Standard Details. Prepare technical specifications. Develop bid quantities and prepare an Engineer's opinion of probable construction cost (OPCC). Prepare and submit 60-percent design documents to the City. Attend one (1) 60-percent review meeting with the City.
- 1.8 Update plans with the City's 60-percent review comments and advance the plans, details, technical specifications, and OPCC to the 90-percent design level. Develop design criteria for dewatering and trench backfill and prepare necessary details. Prepare and provide remaining construction details. Prepare Traffic Control Plan(s). Prepare City standard construction

contract documents and incorporate technical specifications. Prepare and submit 90-percent design documents to the City. Attend one (1) 90-percent review meeting with the City.

1.9 Prepare bid-ready documents for the City's Valley Avenue water main crossing, services transfer, and stormwater improvements. Update plans with the City's 90-percent review comments and advance the plans, details, specifications, and OPCC to the bid-ready design level.

1.10 Provide bidding phase services. Prepare the bid advertisement for newspapers. Respond to bidder inquiries received and tabulated by the City. Prepare up to two (2) addenda. *The City will distribute the addenda.* Prepare conformed for construction plans and specifications that incorporate changes made in addendums.

Assumptions:

- *If necessary, the City will acquire rights of entry for the affected parcels.*
- *RH2 will coordinate and subcontract with topographic surveyors directly.*
- *Surveys to include the extents shown in **Exhibit E**.*
- *RH2 will not attend the bid opening. The City will tabulate the bid results and handle construction contract execution.*
- *The City will provide construction plan sets for the contractor for use during the construction phase of the project.*

Provided by the City:

- Markings of existing utilities.
- Construction and as-built records, as available, for the water main and stormwater alignments.
- Attendance at meetings and review comments on 30-, 60-, and 90-percent design documents.
- Submittal and payment of fees for bid advertisement.
- Distribution of addenda.
- Bid tabulation and construction contract execution.

RH2 Deliverables:

- Project team and resource management.
- Monthly invoices with budget status summaries.
- Communication with City.
- Field survey formatted for AutoCAD 2025.
- Legal description of proposed easement in electronic (PDF) format.

- Project base map in electronic (PDF) format.
- Exhibits showing proposed water main alignments and recommended potholing and geotechnical investigation locations in electronic (PDF) format.
- 30-percent, 60-percent, 90-percent, and bid-ready design plans in electronic (PDF) format.
- 60-percent, 90-percent, and bid-ready OPCC in electronic (PDF) format.
- 60-percent, 90-percent, and bid-ready technical specifications in electronic (PDF) format.
- 90-percent and bid-ready construction contract documents in electronic (PDF) format.
- Bid advertisement in electronic (Word) format.
- Up to two (2) addenda in electronic (PDF) format.
- Conformed for Construction plans and specifications in electronic (PDF) format.

Task 2 – Viewpoint Tank (Segment 3) Construction Drawings

Objective: Manage RH2’s project team and maintain regular client communications. Maintain project schedules and prepare monthly invoices and budget status summaries. Obtain existing site information from available as-built drawings and City and Pierce County (County) GIS mapping. Analyze existing water main configurations and develop preliminary alignments. Perform preliminary design to evaluate water main material and construction methods. Prepare 30-, 60-, and 90-percent and bid-ready construction drawings that illustrate the proposed water main and restoration improvements for the Viewpoint Tank segment. Provide engineering services during the bidding and award phase of the project.

Approach:

- 2.1 Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate technical disciplines as described herein, and document and retain information generated during the execution of the project. Maintain communication with the City providing schedule and budget updates. Prepare monthly invoices and budget status summaries. Provide detailed in-house quality assurance and quality control (QA/QC) engineering reviews of the construction design plans and specifications for quality and conformance to project requirements and City standards at the 60-percent, 90-percent, and bid-ready design deliverable stages.
- 2.2 Coordinate with Sitts & Hill Engineers, Inc., (Sitts & Hill) for Segment 3 to provide horizontal and vertical survey control and topographic information, including surface features, underground utilities, topography, roadway and utility alignments, delineated critical areas boundaries, rights-of-way, and property lines and easements. Provide a sample drawing in AutoCAD 2025 with RH2 standard layers, blocks, and colors for formatting. Each utility is to be depicted in a separate layer. Format survey data for use in AutoCAD 2025. Create a base map for project design using RH2 standards. Perform site visit(s) to confirm survey surface features and utility locations. Coordinate with Sitts & Hill to obtain additional subsurface utility information (utility

- locates will be performed by a private firm). Coordinate with City staff to provide utility potholing to determine utility depths. Incorporate findings into the plans.
- 2.3 Confirm the proposed connection points to the City's water system and existing appurtenances based on as built information and City input. Develop preliminary exhibits with proposed water main alignments for each water main segment. Exhibits will propose potholing and geotechnical investigation recommendations.
 - 2.4 Provide geotechnical evaluation and design recommendations per the **Geotechnical Evaluation** Task.
 - 2.5 Provide permitting assistance per the **Permitting Assistance** Task.
 - 2.6 Evaluate suitable water main material options and construction methods for the steep slopes and prepare OPCC for the different alternatives evaluated. Prepare a technical memorandum summarizing the risks and costs of each alternative for the City to select the preferred alternative.
 - 2.7 Prepare 30-percent design drawings for the City's water main improvements. Plans will be provided at 1-inch equals 20 feet horizontal scale and include preliminary profiles and crossing utilities. Prepare and submit 30-percent design plans to the City. Attend one (1) 30-percent review meeting with the City.
 - 2.8 Update plans with the City's 30-percent review comments and advance plans to the 60-percent design level. Develop details of temporary testing configurations and final configurations of connections to the City's existing water system. Include City Standard Details. Prepare technical specifications. Develop bid quantities and prepare an OPCC. Prepare and submit 60-percent design documents to the City. Attend one (1) 60-percent review meeting with the City.
 - 2.9 Update plans with the City's 60-percent review comments and advance the plans, details, technical specifications, and OPCC to the 90-percent design level. Develop design criteria for dewatering and trench backfill and prepare necessary details. Prepare and provide remaining construction details. Prepare Traffic Control Plan(s). Prepare City standard construction contract documents and incorporate technical specifications. Prepare and submit 90-percent design documents to the City. Attend one (1) 90-percent review meeting with the City.
 - 2.10 Prepare bid-ready documents for the City's water main improvements. Update plans with the City's 90-percent review comments and advance the plans, details, specifications, and OPCC to the bid-ready design level.
 - 2.11 Provide bidding phase services. Prepare the bid advertisement for newspapers. Respond to bidder inquiries received and tabulated by the City. Prepare up to two (2) addenda. *The City will distribute the addenda.* Prepare conformed for construction plans and specifications that incorporate changes made in addendums.

Assumptions:

- *RH2 will not attend the bid opening. The City will tabulate the bid results and handle construction contract execution.*

- *The City will provide construction plan sets for the contractor for use during the construction phase of the project.*

Provided by the City:

- Attendance at meetings and review comments on 30-, 60-, and 90-percent design documents.
- Submittal and payment of fees for bid advertisement.
- Distribution of addenda.
- Bid tabulation and construction contract award.

RH2 Deliverables:

- Technical memorandum summarizing alternatives analysis in electronic (PDF) format.
- 30-percent, 60-percent, 90-percent, and bid-ready design plans in electronic (PDF) format.
- 60-percent, 90-percent, and bid-ready OPCC in electronic (PDF) format.
- 60-percent, 90-percent, and bid-ready technical specifications in electronic (PDF) format.
- 90-percent and bid-ready construction contract documents in electronic (PDF) format.
- Bid advertisement in electronic (Word) format.
- Up to two (2) addenda in electronic (PDF) format.
- Conformed for Construction plans and specifications in electronic (PDF) format.

Task 3 – 159th Avenue E (Segment 4) Construction Drawings

Objective: Manage RH2's project team and maintain regular client communications. Maintain project schedules and prepare monthly invoices and budget status summaries. Obtain existing site information from available as-built drawings and City and Pierce County (County) GIS mapping. Analyze existing water main configurations and develop preliminary alignments. Prepare 30-, 60-, and 90-percent and bid-ready construction drawings that illustrate the proposed water main and restoration improvements for the 159th Avenue E segment. Provide engineering services during the bidding and award phase of the project.

Approach:

- 3.1 Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate technical disciplines as described herein, and document and retain information generated during the execution of the project. Maintain communication with the City providing schedule and budget updates. Prepare monthly invoices and budget status summaries. Provide detailed in-house quality assurance and quality control (QA/QC) engineering reviews of the construction design plans and specifications for quality and conformance to project requirements and City standards at the 60-percent, 90-percent, and bid-ready design deliverable stages.

- 3.2 Coordinate with Sitts & Hill Engineers, Inc., (Sitts & Hill) for Segment 4 to provide horizontal and vertical survey control and topographic information, including surface features, underground utilities, topography, roadway and utility alignments, delineated critical areas boundaries, rights-of-way, and property lines and easements. Provide a sample drawing in AutoCAD 2025 with RH2 standard layers, blocks, and colors for formatting. Each utility is to be depicted in a separate layer. Format survey data for use in AutoCAD 2025. Create a base map for project design using RH2 standards. Perform site visit(s) to confirm survey surface features and utility locations. Coordinate with Sitts & Hill to obtain additional subsurface utility information and critical area delineation flags (utility locates will be performed by a private firm). Coordinate with City staff to provide utility potholing to determine utility depths. Incorporate findings into the plans.
- 3.3 Confirm the proposed connection points to the City's water system and existing appurtenances based on as built information and City input. Develop preliminary exhibits with proposed water main alignments for each water main segment. Exhibits will propose potholing and geotechnical investigation recommendations.
- 3.4 Provide geotechnical evaluation and design recommendations per the **Geotechnical Evaluation** Task.
- 3.5 Provide permitting assistance per the **Permitting Assistance** Task.
- 3.6 Prepare 30-percent design drawings for the City's water main improvements. Plans will be provided at 1-inch equals 20 feet horizontal scale and include preliminary profiles and crossing utilities. Prepare and submit 30-percent design plans to the City. Attend one (1) 30-percent review meeting with the City.
- 3.7 Update plans with the City's 30-percent review comments and advance plans to the 60-percent design level. Develop details of temporary testing configurations and final configurations of connections to the City's existing water system. Include City Standard Details. Prepare technical specifications. Develop bid quantities and prepare an OPCC. Prepare and submit 60-percent design documents to the City. Attend one (1) 60-percent review meeting with the City.
- 3.8 Update plans with the City's 60-percent review comments and advance the plans, details, technical specifications, and OPCC to the 90-percent design level. Develop design criteria for dewatering and trench backfill and prepare necessary details. Prepare and provide remaining construction details. Prepare Traffic Control Plan(s). Prepare City standard construction contract documents and incorporate technical specifications. Prepare and submit 90-percent design documents to the City. Attend one (1) 90-percent review meeting with the City.
- 3.9 Prepare bid-ready documents for the City's water main improvements. Update plans with the City's 90-percent review comments and advance the plans, details, specifications, and OPCC to the bid-ready design level.
- 3.10 Provide bidding phase services. Prepare the bid advertisement for newspapers. Respond to bidder inquiries received and tabulated by the City. Prepare up to two (2) addenda. *The City will*

distribute the addenda. Prepare conformed for construction plans and specifications that incorporate changes made in addendums.

Assumptions:

- *RH2 will not attend the bid opening. The City will tabulate the bid results and handle construction contract execution.*
- *The City will provide construction plan sets for the contractor for use during the construction phase of the project.*

Provided by the City:

- Attendance at meetings and review comments on 30-, 60-, and 90-percent design documents.
- Submittal and payment of fees for bid advertisement.
- Distribution of addenda.
- Bid tabulation and construction contract execution.

RH2 Deliverables:

- 30-percent, 60-percent, 90-percent, and bid-ready design plans in electronic (PDF) format.
- 60-percent, 90-percent, and bid-ready OPCC in electronic (PDF) format.
- 60-percent, 90-percent, and bid-ready technical specifications in electronic (PDF) format.
- 90-percent and bid-ready construction contract documents in electronic (PDF) format.
- Bid advertisement in electronic (Word) format.
- Up to two (2) addenda in electronic (PDF) format.
- Conformed for Construction plans and specifications in electronic (PDF) format.

Task 4 – 54th Street Court E and 16th Street (Segments 5 and 6) Construction Drawings

Objective: Manage RH2’s project team and maintain regular client communications. Maintain project schedules and prepare monthly invoices and budget status summaries. Obtain existing site information from available as-built drawings and City and Pierce County (County) GIS mapping. Analyze existing water main configurations and develop preliminary alignments. Prepare 30-, 60-, and 90-percent and bid-ready construction drawings that illustrate the proposed water main and restoration improvements for the 54th Street Court E and 16th Street segments. Provide engineering services during the bidding and award phase of the project.

Approach:

- 4.1 Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate technical disciplines as described herein, and document and retain information generated during the execution of the project. Maintain communication with the City providing

schedule and budget updates. Prepare monthly invoices and budget status summaries. Provide detailed in-house quality assurance and quality control (QA/QC) engineering reviews of the construction design plans and specifications for quality and conformance to project requirements and City standards at the 60-percent, 90-percent, and bid-ready design deliverable stages.

- 4.2 Coordinate with Sitts & Hill Engineers, Inc., (Sitts & Hill) for Segments 4 and 5 to provide horizontal and vertical survey control and topographic information, including surface features, underground utilities, topography, roadway and utility alignments, delineated critical areas boundaries, rights-of-way, and property lines and easements. Provide a sample drawing in AutoCAD 2025 with RH2 standard layers, blocks, and colors for formatting. Each utility is to be depicted in a separate layer. Format survey data for use in AutoCAD 2025. Create a base map for project design using RH2 standards. Perform site visit(s) to confirm survey surface features and utility locations. Coordinate with Sitts & Hill to obtain additional subsurface utility information (utility locates will be performed by a private firm). Coordinate with City staff to provide utility potholing to determine utility depths. Incorporate findings into the plans.
- 4.3 Confirm the proposed connection points to the City's water system and existing appurtenances based on as built information and City input. Develop preliminary exhibits with proposed water main alignments for each water main segment. Exhibits will propose potholing and geotechnical investigation recommendations.
- 4.4 Provide geotechnical evaluation and design recommendations per the **Geotechnical Evaluation** Task.
- 4.5 Provide permitting assistance per the **Permitting Assistance** Task.
- 4.6 Prepare 30-percent design drawings for the City's water main improvements. Plans will be provided at 1-inch equals 20 feet horizontal scale and include preliminary profiles and crossing utilities. Prepare and submit 30-percent design plans to the City. Attend one (1) 30-percent review meeting with the City.
- 4.7 Update plans with the City's 30-percent review comments and advance plans to the 60-percent design level. Develop details of temporary testing configurations and final configurations of connections to the City's existing water system. Include City Standard Details. Prepare technical specifications. Develop bid quantities and prepare an OPCC. Prepare and submit 60-percent design documents to the City. Attend one (1) 60-percent review meeting with the City.
- 4.8 Update plans with the City's 60-percent review comments and advance the plans, details, technical specifications, and OPCC to the 90-percent design level. Develop design criteria for dewatering and trench backfill and prepare necessary details. Prepare and provide remaining construction details. Prepare Traffic Control Plan(s). Prepare City standard construction contract documents and incorporate technical specifications. Prepare and submit 90-percent design documents to the City. Attend one (1) 90-percent review meeting with the City.

- 4.9 Prepare bid-ready documents for the City's water main improvements. Update plans with the City's 90-percent review comments and advance the plans, details, specifications, and OPCC to the bid-ready design level.
- 4.10 Provide bidding phase services. Prepare the bid advertisement for newspapers. Respond to bidder inquiries received and tabulated by the City. Prepare up to two (2) addenda. *The City will distribute the addenda.* Prepare conformed for construction plans and specifications that incorporate changes made in addendums.

Assumptions:

- *RH2 will not attend the bid opening. The City will tabulate the bid results and handle construction contract execution.*
- *The City will provide construction plan sets for the contractor for use during the construction phase of the project.*

Provided by the City:

- Attendance at meetings and review comments on 30-, 60-, and 90-percent design documents.
- Submittal and payment of fees for bid advertisement.
- Distribution of addenda.
- Bid tabulation and construction contract execution.

RH2 Deliverables:

- 30-percent, 60-percent, 90-percent, and bid-ready design plans in electronic (PDF) format.
- 60-percent, 90-percent, and bid-ready OPCC in electronic (PDF) format.
- 60-percent, 90-percent, and bid-ready technical specifications in electronic (PDF) format.
- 90-percent and bid-ready construction contract documents in electronic (PDF) format.
- Bid advertisement in electronic (Word) format.
- Up to two (2) addenda in electronic (PDF) format.
- Conformed for Construction plans and specifications in electronic (PDF) format.

Task 5 – Management Reserve

Objective: Provide additional services as requested by the City.

Approach:

- 5.1 Provide additional services for the project as requested and authorized by the City. RH2 shall submit a budget estimate for supplemental services as they are requested by the City. The City shall provide written authorization to proceed with the supplemental services.

RH2 Deliverables:

- Budget estimate for supplemental services.
- Other deliverables as requested by the City under an authorization for supplemental services.

Project Schedule

RH2 is prepared to commence with the work upon written authorization from the City of Sumner. It is understood that the City desires the design of the Valley Ave alignments (Segments 1 and 2) to be complete within the fourth quarter of 2025 and RH2 will make all efforts to maintain this schedule. The design of Segments 3 is anticipated to be complete within 2026 with construction potentially beginning in 2027 or later. The design of all other alignments (Segments 4 through 6) is anticipated to be complete within the second quarter of 2026 with construction potentially beginning in 2026.

EXHIBIT B
Fee Estimate
City of Sumner
Water System Improvements
Jul-25

Description		Total ALL Hours	Total ALL Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Valley Avenue Construction Drawings (Segment 1 and 2)	248	\$ 52,067	\$ 27,600	\$ 5,308	\$ 84,975
1.1	Project Management	18	\$ 4,912	\$ -	\$ 341	\$ 5,253
1.2	Topographic Survey	13	\$ 2,581	\$ 14,950	\$ 285	\$ 17,816
1.3	Data Collection and Preliminary Design	13	\$ 2,588	\$ -	\$ 296	\$ 2,884
1.4	Geotechnical Evaluation	19	\$ 5,979	\$ 7,475	\$ 498	\$ 13,952
1.5	Permitting Assistance	15	\$ 3,380	\$ 5,175	\$ 215	\$ 8,770
1.6	Prepare 30-percent design drawings	32	\$ 6,172	\$ -	\$ 845	\$ 7,017
1.7	Prepare 60-percent design drawings	40	\$ 7,432	\$ -	\$ 932	\$ 8,364
1.8	Prepare 90-percent design drawings	40	\$ 7,432	\$ -	\$ 932	\$ 8,364
1.9	Prepare bid ready documents	26	\$ 4,996	\$ -	\$ 486	\$ 5,482
1.10	Provide bidding phase services	32	\$ 6,595	\$ -	\$ 478	\$ 7,073
Task 2	Viewpoint Tank Construction Drawings (Segment 3)	296	\$ 63,637	\$ 52,814	\$ 5,646	\$ 122,096
2.1	Project Management	18	\$ 4,912	\$ -	\$ 341	\$ 5,253
2.2	Topographic Survey	13	\$ 2,581	\$ 40,164	\$ 285	\$ 43,030
2.3	Data Collection and Preliminary Design	7	\$ 1,424	\$ -	\$ 157	\$ 1,581
2.4	Geotechnical Evaluation	19	\$ 5,979	\$ 7,475	\$ 498	\$ 13,952
2.5	Permitting Assistance	15	\$ 3,380	\$ 5,175	\$ 215	\$ 8,770
2.6	Prepare a technical memorandum	44	\$ 9,488	\$ -	\$ 654	\$ 10,142
2.7	Prepare 30-percent design drawings	23	\$ 4,615	\$ -	\$ 584	\$ 5,199
2.8	Prepare 60-percent design drawings	45	\$ 8,723	\$ -	\$ 934	\$ 9,657
2.9	Prepare 90 percent design drawings	45	\$ 8,723	\$ -	\$ 934	\$ 9,657
2.10	Prepare bid ready documents	33	\$ 6,563	\$ -	\$ 560	\$ 7,123
2.11	Provide bidding phase services	34	\$ 7,249	\$ -	\$ 484	\$ 7,733
Task 3	159th Avenue Construction Drawings (Segment 4)	208	\$ 44,515	\$ 29,066	\$ 4,174	\$ 77,755
3.1	Project Management	18	\$ 4,912	\$ -	\$ 341	\$ 5,253
3.2	Topographic Survey	13	\$ 2,581	\$ 16,416	\$ 285	\$ 19,283
3.3	Data Collection and Preliminary Design	7	\$ 1,424	\$ -	\$ 157	\$ 1,581
3.4	Geotechnical Evaluation	19	\$ 5,979	\$ 7,475	\$ 498	\$ 13,952
3.5	Permitting Assistance	15	\$ 3,380	\$ 5,175	\$ 215	\$ 8,770
3.6	Prepare 30-percent design drawings	22	\$ 4,288	\$ -	\$ 576	\$ 4,864
3.7	Prepare 60-percent design drawings	32	\$ 6,068	\$ -	\$ 648	\$ 6,716
3.8	Prepare 90-percent design drawings	32	\$ 6,068	\$ -	\$ 648	\$ 6,716
3.9	Prepare bid ready documents	18	\$ 3,220	\$ -	\$ 329	\$ 3,549
3.10	Provide bidding phase services	32	\$ 6,595	\$ -	\$ 478	\$ 7,073
Task 4	54th Street Court East and 16th Street Construction Drawings (Segment 5 and 6)	236	\$ 49,555	\$ 36,881	\$ 4,987	\$ 91,423
4.1	Project Management	18	\$ 4,912	\$ -	\$ 341	\$ 5,253
4.2	Topographic Survey	13	\$ 2,581	\$ 24,231	\$ 285	\$ 27,097
4.3	Data Collection and Preliminary Design	7	\$ 1,424	\$ -	\$ 157	\$ 1,581
4.4	Geotechnical Evaluation	19	\$ 5,979	\$ 7,475	\$ 498	\$ 13,952
4.5	Permitting Assistance	15	\$ 3,380	\$ 5,175	\$ 215	\$ 8,770
4.6	Prepare 30-percent design drawings	30	\$ 5,728	\$ -	\$ 804	\$ 6,532
4.7	Prepare 60-percent design drawings	40	\$ 7,508	\$ -	\$ 876	\$ 8,384
4.8	Prepare 90-percent design drawings	40	\$ 7,508	\$ -	\$ 876	\$ 8,384
4.9	Prepare bid ready documents	22	\$ 3,940	\$ -	\$ 457	\$ 4,397
4.10	Provide bidding phase services	32	\$ 6,595	\$ -	\$ 478	\$ 7,073
Subtotal Water System Improvements Tasks		988	\$ 209,774	\$ 146,361	\$ 20,115	\$ 376,249
Task 5	Management Reserve	-	\$ -	\$ -	\$ 40,000	\$ 40,000
5.1	Provide additional services as requested	-	\$ -	\$ -	\$ 40,000	\$ 40,000
PROJECT TOTAL		988	\$ 209,774	\$ 146,361	\$ 60,115	\$ 417,000

EXHIBIT C
RH2 ENGINEERING, INC.
2025 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$180	\$/hr
Professional II	\$199	\$/hr
Professional III	\$222	\$/hr
Professional IV	\$243	\$/hr
Professional V	\$260	\$/hr
Professional VI	\$279	\$/hr
Professional VII	\$303	\$/hr
Professional VIII	\$327	\$/hr
Professional IX	\$336	\$/hr
Technician I	\$142	\$/hr
Technician II	\$155	\$/hr
Technician III	\$176	\$/hr
Technician IV	\$188	\$/hr
Technician V	\$207	\$/hr
Technician VI	\$225	\$/hr
Technician VII	\$244	\$/hr
Technician VIII	\$257	\$/hr
Administrative I	\$93	\$/hr
Administrative II	\$108	\$/hr
Administrative III	\$131	\$/hr
Administrative IV	\$155	\$/hr
Administrative V	\$175	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.7000	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



EXHIBIT D


Alignments



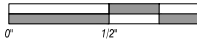
EXHIBIT D

WATER SYSTEM IMPROVEMENTS



SCALE: 1:1000



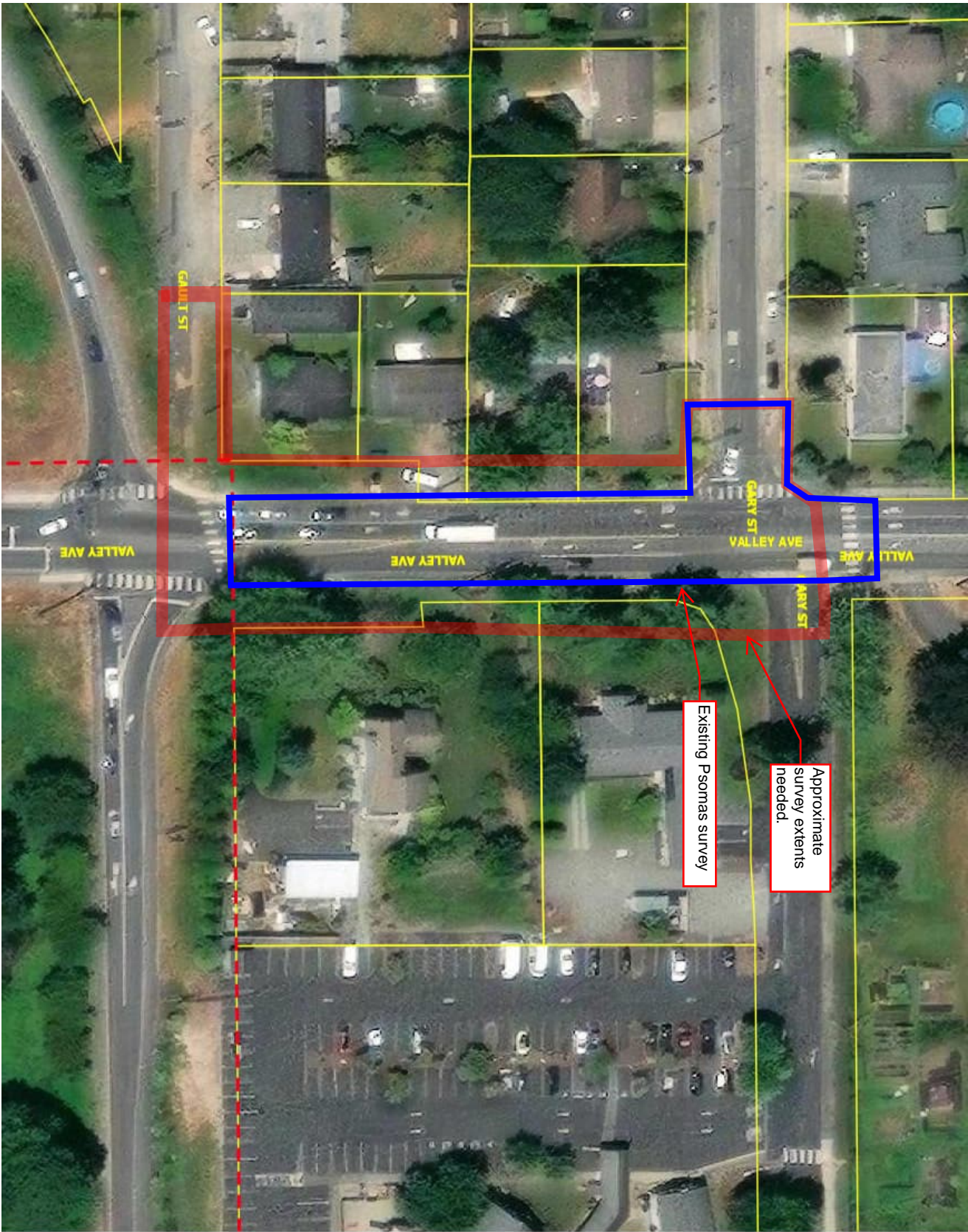
DRAWING IS FULL SCALE WHEN BAR MEASURES 1"

PLOT DATE: 7/18/2025
 FILE PATH: J:\DATA\SUM_BUSDEV\20250521_SUM_M250061_WATER SYSTEM IMPROVEMENTS\GRAPHICS\CAD\OVERVIEW.DWG

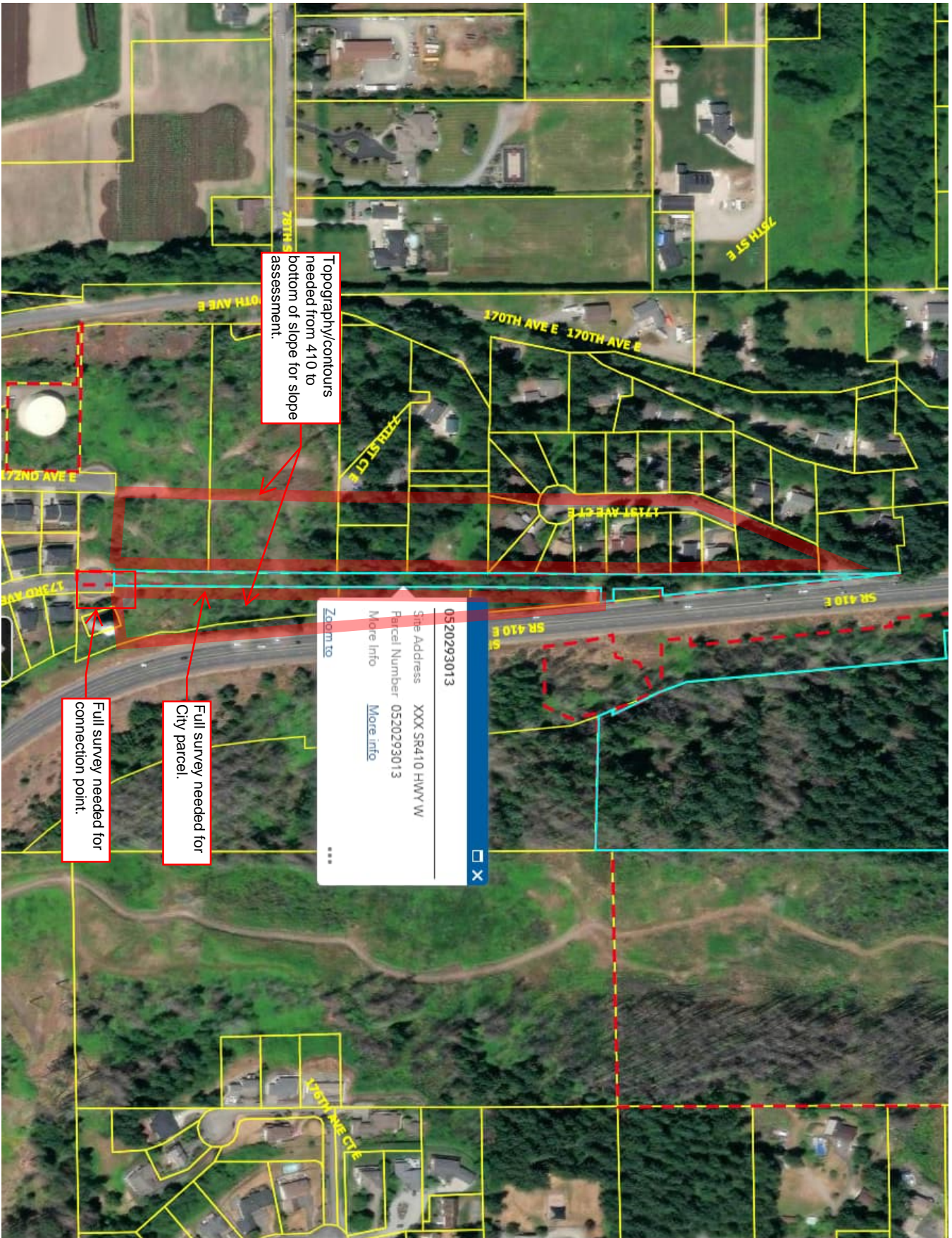
Page 132 of 181

EXHIBIT E

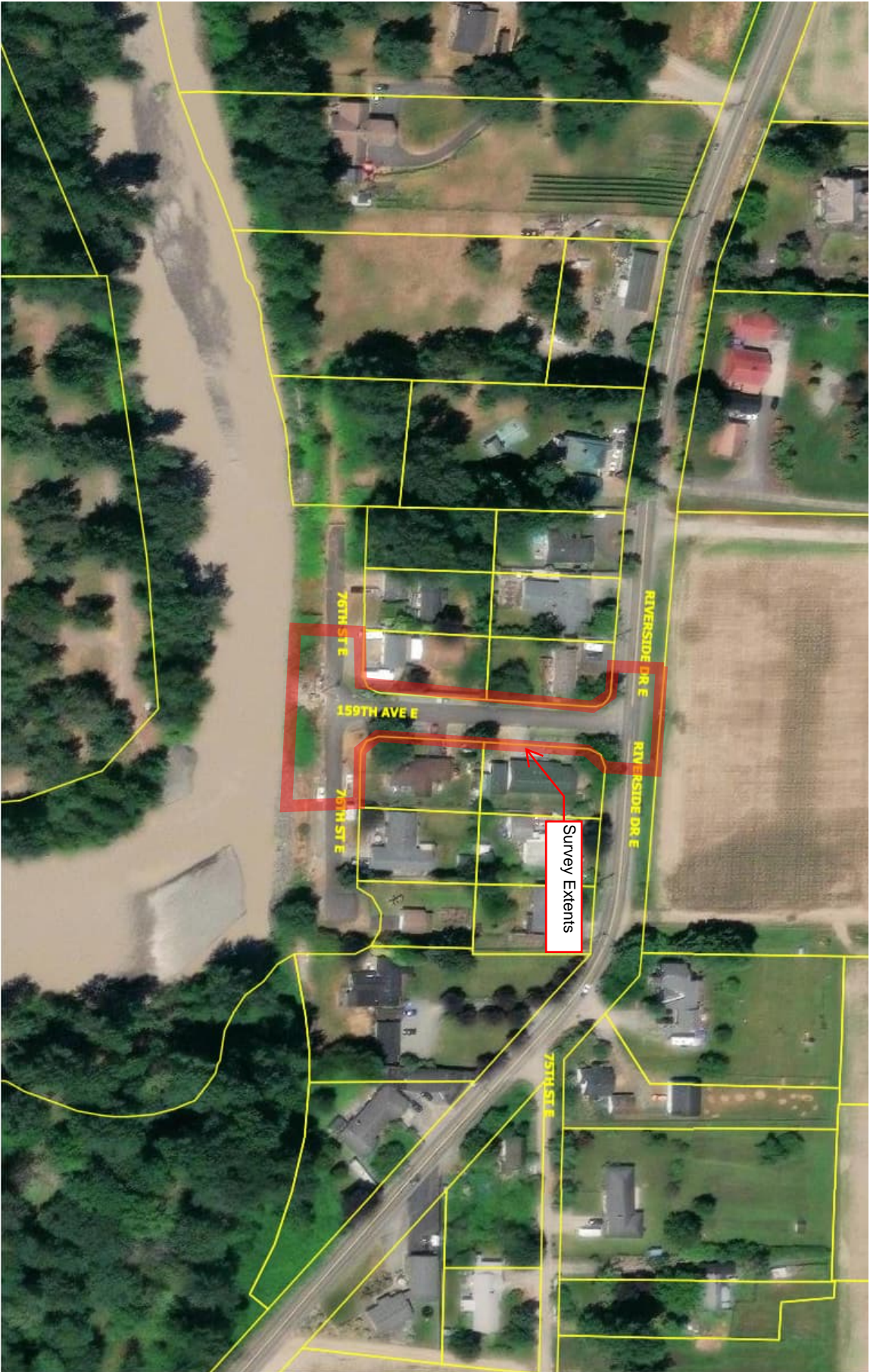
Survey Extents

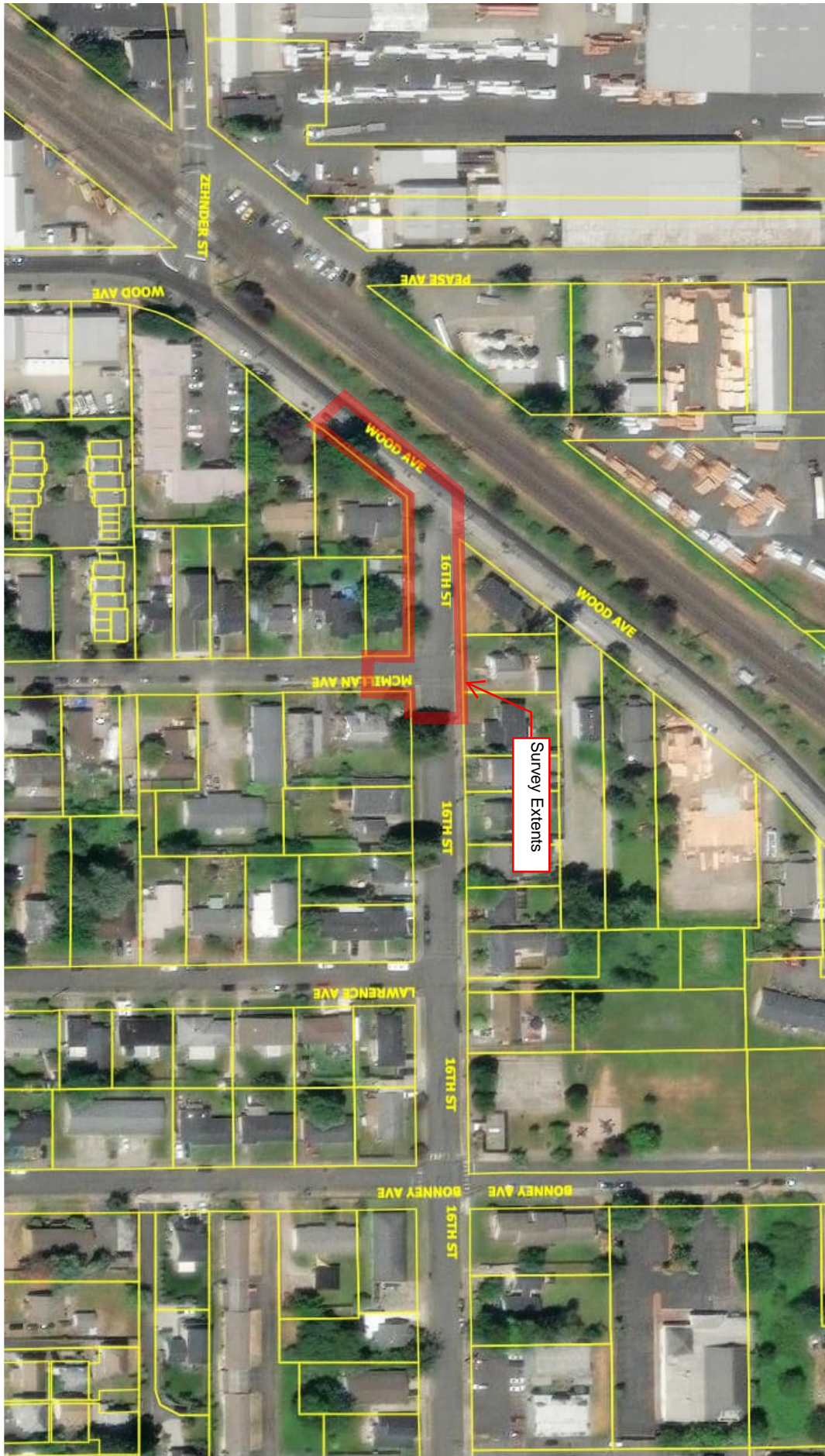


Viewpoint Tank to 171st Ave Ct E



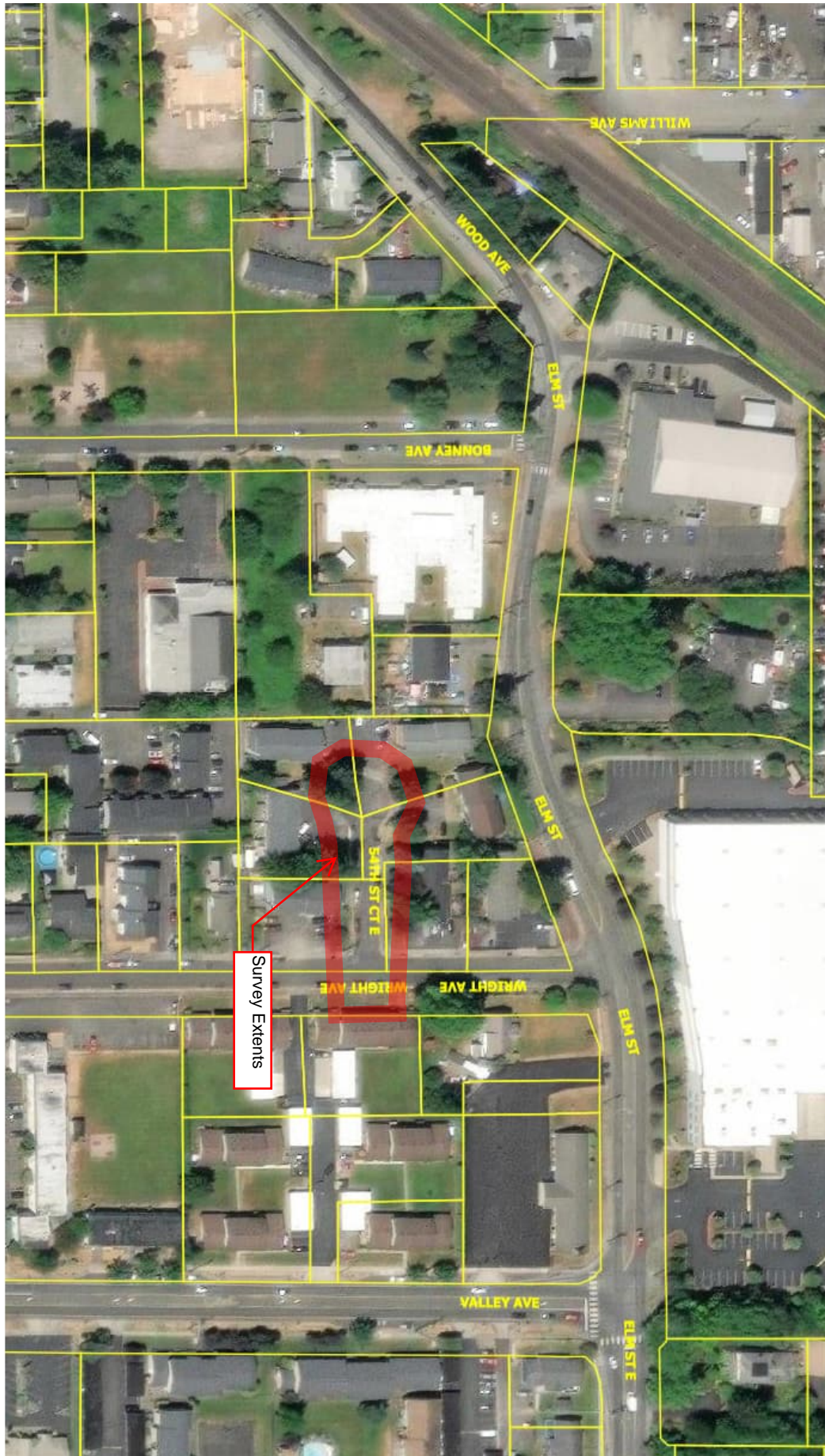
159th Ave (Riverside Drive to 76th St)





16th St (Wood Ave to McMillan)

54th St Ct E (Wright Ave to Cul-De-Sac)



Survey Extents

Sitts & Hill Proposal



4815 Center Street
Tacoma, WA 98409-2319
(253) 474-9449 / sittshill.com

Kathy A. Hargrave, P.E.
Larry G. Lindell, P.E., S.E.
Michael A. McEvilly, P.L.S.
Andrew J. Boileau, P.E., S.E.
Don Davis, P.E.
David C. Boileau, AIA

July 11, 2025

RH2 Engineering, Inc.
22722 29th Drive SE, STE 210
Bothell, WA 98021

TO: Mr. Clayton Posey, P.E.

SUBJECT: ***SURVEYING SERVICES PROPOSAL OVER THE FOUR (4) PROJECT AREAS PROVIDED, LOCATED IN THE CITY OF SUMNER, WASHINGTON.***

Dear Clayton:

Thank you for the opportunity to submit this proposal for surveying services on the above referenced project. Four separate project areas have been identified, and the costs for each location are noted below. The following is our proposed Scope of Services:

Topographic Survey:

- Coordinate site access with the client.
- Establish horizontal and vertical control in compliance with City of Sumner’s horizontal and vertical datum requirements. Horizontal Datum will be the Washington Plane Coordinate System, South Zone NAD 83/2011 and the Vertical Datum will be NAVD 88.
- Recover controlling survey monuments necessary to establish the property boundaries.
- Coordinate and schedule a Private Utility Locator to identify detectable underground utilities over the project areas (see the survey limits exhibits below).
- Request utility as-built records from known providers, and incorporate record data if information is sufficient to determine location.
- Calculate the rights of way, approximate property boundaries and easements from available public records. A title report will be ordered for Tax Parcel Number 0520293013. If there are other parcels or areas that need further evaluation, Sitts & Hill can order the Title Report for you for an additional fee. Please let me know if that is desired or if you have any questions. Adjoining parcel lines will be shown in their approximate location based on Pierce County GIS.
- Perform topographic mapping of the proposed corridors, as shown in the below survey limits exhibits. The topographic mapping will be sufficient to produce one foot (1’) contour interval mapping. This mapping will comply with RH2’s *General Requirements for Control and Topographic Surveys* (a copy is included with this proposal). This includes the found physical features (drives, pavement edges, curbing, walks, utility structures, fencing, etc.) and their ground surface elevations, as well as include identified underground utility locations, changes in grade, significant trees (greater than eight inches [8”]), planimetric features, traveled ways, ditches and spot elevations. (See the noted requirements for additional features to be

identified). If there are specific points or elevations desired, please let us know prior to our survey crew deployment.

- For those areas requested for steep slope assessment (adjoining Tax Parcel No. 0520293013), we will create a surface from publicly available lidar and merge that with our Topographic Survey. This will begin at the pavement edge of Highway 410 on the East side of the project and extend Westerly to the toe of slope.
- Prepare an AutoCAD Civil 3D drawing (2023 format or older as requested) of the collected survey information, utilizing RH2's drawing template, following the noted *Requirements for Control and Topographic Surveys*.
- Provide deliverable in PDF and AutoCAD C3D format, together with supporting files necessary to aid in the design effort. Unless requested otherwise, 1" = 20' mapping will be provided, oriented with north at the top of the page on 22" x 34" sheets.

ASSUMPTIONS

- It is assumed that Sitts & Hill field crews will be granted uninterrupted access to the site during regular working hours to complete field surveying activities.

EXCLUSIONS

- No property corners will be set as part of this scope of services.
- Any Right-of-Entry agreements over any Private Property that might be required.
- Site features buried by thick vegetation.
- Any easement preparation.

COMPENSATION

Our estimated **TIME AND MATERIAL** fees are noted below, and will be billed monthly on an hourly basis. Subconsultant fees are **not** included in our estimated fee and will be billed at cost of services plus 10% markup. One Title report is added to each cost estimate. Please confirm with your staff to see if this will be adequate for your project.

Task 1:	Estimated fee:	\$31,625.00
Viewpoint Tank to 171 st	Utility Locate Service:	\$2,450.00 (including 10% markup)
	Title Company Fees:	\$850.00 (including 10% markup)

The total **Task 1** estimated cost is **\$34,925.00**

Task 2:	Estimated fee:	\$13,275.00
159 th Avenue	Utility Locate Service:	\$1,000.00 (including 10% markup)

The total **Task 2** estimated cost is **\$14,275.00**

Task 3: 16 th Street	Estimated fee: Utility Locate Service:	\$11,745.00 \$1,000.00 (including 10% markup)
The total Task 3 estimated cost is		\$12,745.00

Task 4: 54 th St. Ct. E.	Estimated fee: Utility Locate Service:	\$7,325.00 \$1,000.00 (including 10% markup)
The total Task 4 estimated cost is		\$8,325.00

The Total estimated cost for all four Tasks is **\$70,270.00**_____

Please see our Cost Estimate Breakdowns, attached for your convenience. Should you desire additional services or would like a modification to this estimate, please give me a call. We understand that our formal contract to perform this work will be in a format determined by you, and as such, this proposal letter is meant only as a scoping and cost document.

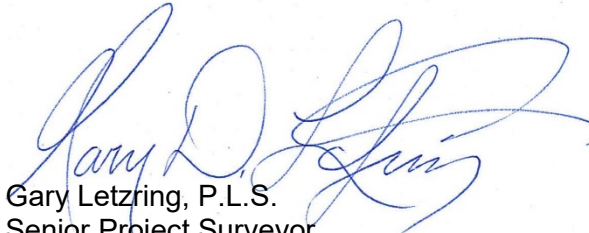
SCHEDULE

We can begin this project within 3 weeks of receiving your Authorization to Proceed, and we anticipate providing deliverables to you within 9+ weeks of authorization for Task 1, 11 weeks from authorization for Task 2, 12 weeks from authorization for Task 3, and 13 weeks from authorization for Task 4.

We appreciate the opportunity to submit this proposal and are looking forward to the successful completion of this project for you. If you have any questions, please do not hesitate to contact our office.

Sincerely,

SITTS & HILL ENGINEERS, INC.

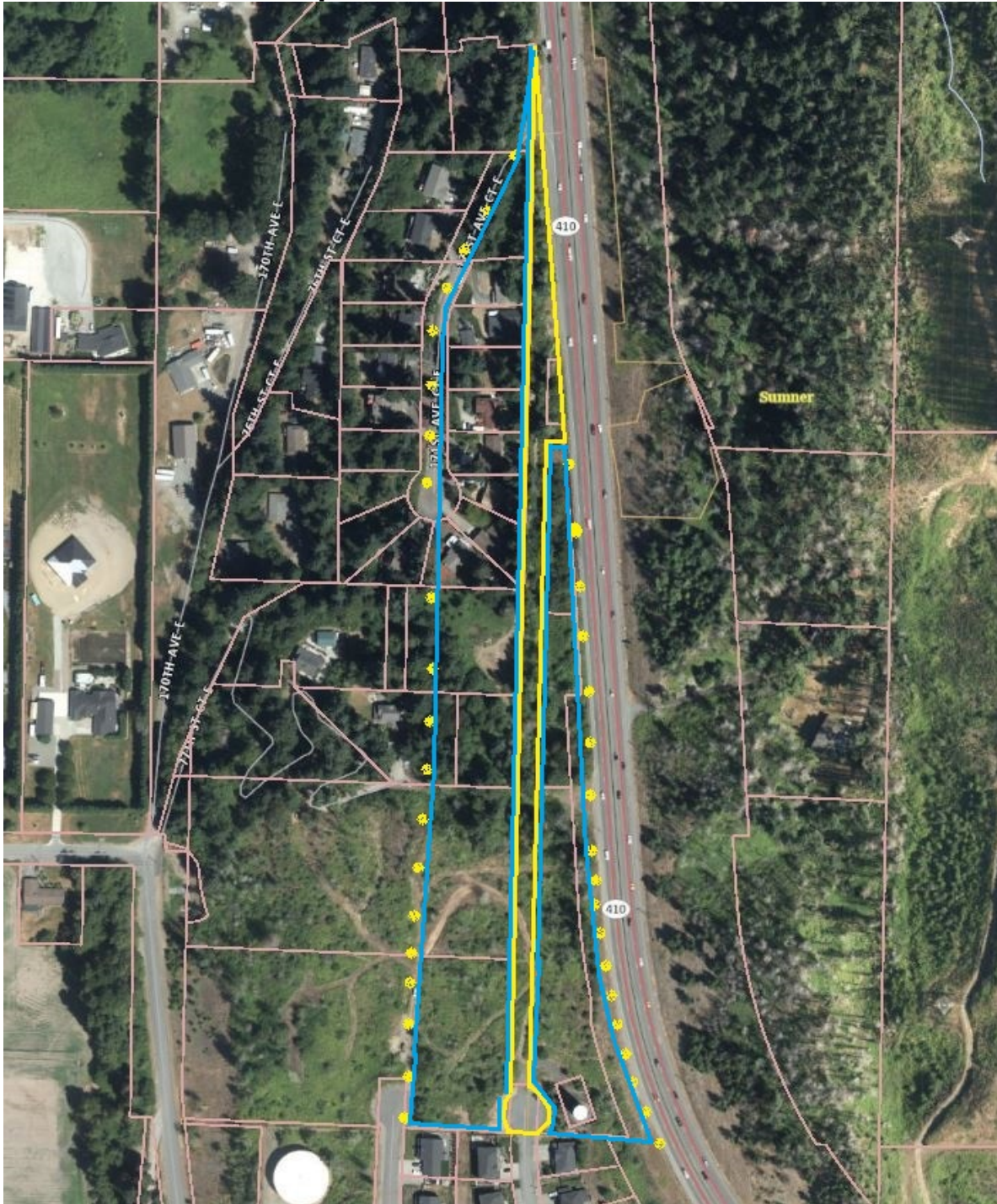


Gary Letzring, P.L.S.
Senior Project Surveyor



Mike McEvilly P.L.S.
Principal – Director of Surveying

Survey Limits Exhibits Task 1 Viewpoint Tank to 171st Ave. Ct. E.



**The Topographic Survey Area is shown in Yellow.
Supplemental Lidar Contours are proposed in the Blue Areas**

**Survey Limits Exhibits
Task 2
159th Avenue (Riverside Drive to 76th St.)**



The Topographic Survey Area is shown in Yellow.

Survey Limits Exhibits
Task 3
16th Street (Wood Ave. to McMillan Ave.)



The Topographic Survey Area is shown in Yellow.

SURVEYING SERVICES ESTIMATE
PREPARED FOR:

SITTS & HILL ENGINEERS, INC.

CIVIL ■ STRUCTURAL ■ SURVEYING

4815 CENTER STREET | TACOMA, WA 98409

PHONE: 253-474-9449 | FAX: 253-474-0153

FILE: Fee Proposals/RH2/2025-07-10 - Summer Water
DATE: 07/10/25
ESTIMATE BY: Letzring

RH2
1201 Pacific Avenue, Suite 1750
Tacoma, WA 98402

PROJECT: Viewpoint Tank to 171st Ave Ct E - Task 1

DESCRIPTION	SURVEY MANAGER	PROJECT SURVEYOR	COORDINATOR	CREW	SURVEY CREW (2)	CAD TECH.	MILEAGE	MATERIAL (PER UNIT)	TOTAL COSTS
	\$225	\$205	\$170	\$225	\$115	\$0.700	\$0.80		
Topographic Survey - Task 1									
1. Survey Control - Establish Horizontal and Vertical Datum	2	1	1	8					\$2,625
<i>*Includes control points required to complete mapping</i>									
2. Topographic Mapping				75	48				\$22,395
<i>See the Scope of Services for details</i>									
3. Rights of Way, Record Boundaries and Easement calculations		16							\$3,280
<i>Title Report Review</i>									
4. Project Manager and Coordination		2	8						\$1,770
5. QA/QC Finalize and Deliver	1	2			8				\$1,555
6.									\$0
7.									\$0
8.									\$0
Title Report									
2 reports estimated.									
9.									\$850
Utility Locate (estimate)									
10.									\$2,450
NOTES:									
Subtotaled Costs (this sheet)	3	21	9	83	56	0	0		\$34,925
Subtotaled Man Hours (this sheet)	\$675	\$4,305	\$1,530	\$18,675	\$6,440	\$0.00	\$0.00		\$34,925
Total Man Hours (entire estimate)	3	21	9	83	56				\$34,925
ESTIMATED TOTAL COSTS:									\$34,925

SURVEYING SERVICES ESTIMATE
PREPARED FOR:

SITTS & HILL ENGINEERS, INC.

FILE: Fee Proposals/RH2/2025-07-10 - Summer Water
 DATE: 07/11/25
 ESTIMATE BY: Letzing

RH2
1201 Pacific Avenue, Suite 1750
Tacoma, WA 98402

CIVIL ■ STRUCTURAL ■ SURVEYING
 4815 CENTER STREET | TACOMA, WA 98409
 PHONE: 253-474-9449 | FAX: 253-474-0153

PROJECT: 159th Ave E (Riverside Drive to 76th Street) Task 2

DESCRIPTION	SURVEY MANAGER	PROJECT SURVEYOR	COORDINATOR	CREW	SURVEY CREW (2)	CAD TECH.	MILEAGE	MATERIAL (PER UNIT)	TOTAL COSTS
	\$225	\$205	\$170	\$225	\$115	\$0.700	\$0.80		
Topographic Survey - Task 2									
1. Survey Control - Establish Horizontal and Vertical Datum	2	1	1	4					\$1,725
<i>*Includes control points required to complete mapping</i>									
2. Topographic Mapping				24	24				\$8,160
<i>See the Scope of Services for details</i>									
3. Rights of Way, Record Boundaries and Easement calculations		8							\$1,640
4. Project Manager and Coordination		2	4						\$1,090
5. QA/QC Finalize and Deliver	1	1			2				\$660
6.									\$0
7.									\$0
8.									\$0
9.									\$0
10. Utility Locate (estimate)									\$1,000
NOTES:									
Subtotaled Costs (this sheet)	3	12	5	28	26	0	0		\$14,275
Subtotaled Man Hours (this sheet)	3	12	5	28	26				
Total Man Hours (entire estimate)	3	12	5	28	26				
ESTIMATED TOTAL COSTS:									\$14,275

SURVEYING SERVICES ESTIMATE
PREPARED FOR:

SITTS & HILL ENGINEERS, INC.

CIVIL ■ STRUCTURAL ■ SURVEYING

4815 CENTER STREET | TACOMA, WA 98409

PHONE: 253-474-9449 | FAX: 253-474-0153

FILE: Fee Proposals/RH2/2025-07-10 - Summer Water
DATE: 07/11/25
ESTIMATE BY: Letzing

RH2
1201 Pacific Avenue, Suite 1750
Tacoma, WA 98402

PROJECT: 16th Street (Wood Ave to McMillan) Task 3

DESCRIPTION	SURVEY MANAGER	PROJECT SURVEYOR	COORDINATOR	CREW	SURVEY CREW (2)	CAD TECH.	MILEAGE	MATERIAL (PER UNIT)	TOTAL COSTS
	\$225	\$205	\$170	\$225	\$115	\$0.700	\$0.80		
Topographic Survey - Task 3									
1. Survey Control - Establish Horizontal and Vertical Datum	2	1	1	4					\$1,725
<i>*Includes control points required to complete mapping</i>									
2. Topographic Mapping				20	20				\$6,800
<i>See the Scope of Services for details</i>									
3. Rights of Way, Record Boundaries and Easement calculations		8							\$1,640
4. Project Manager and Coordination		2	3						\$920
5. QA/QC Finalize and Deliver	1	1			2				\$660
6.									\$0
7.									\$0
8.									\$0
9.									\$0
10. Utility Locate (estimate)									\$1,000
NOTES:									
Subtotaled Costs (this sheet)	3	12	4	24	22	0	0		\$12,745
Subtotaled Man Hours (this sheet)	3	12	4	24	22	0	0		\$12,745
Total Man Hours (entire estimate)	3	12	4	24	22	0	0		\$12,745
ESTIMATED TOTAL COSTS:									\$12,745

SURVEYING SERVICES ESTIMATE
PREPARED FOR:

SITTS & HILL ENGINEERS, INC.

FILE: Fee Proposals/RH2/2025-07-10 - Summer Water
 DATE: 07/11/25
 ESTIMATE BY: Letzing

RH2
1201 Pacific Avenue, Suite 1750
Tacoma, WA 98402

CIVIL ■ STRUCTURAL ■ SURVEYING
 4815 CENTER STREET | TACOMA, WA 98409
 PHONE: 253-474-9449 | FAX: 253-474-0153

PROJECT: 54th St. Ct. E. (Wright Ave. to Cul-De-Sac) Task 4

DESCRIPTION	SURVEY MANAGER	PROJECT SURVEYOR	COORDINATOR	CREW	SURVEY CREW (2)	CAD TECH.	MILEAGE	MATERIAL (PER UNIT)	TOTAL COSTS
	\$225	\$205	\$170	\$225	\$115	\$0.700	\$0.80		
Topographic Survey - Task 4									
1. Survey Control - Establish Horizontal and Vertical Datum	2	1	1	4					\$1,725
<i>*Includes control points required to complete mapping</i>									
2. Topographic Mapping				8	8				\$2,720
<i>See the Scope of Services for details</i>									
3. Rights of Way, Record Boundaries and Easement calculations		8							\$1,640
4. Project Manager and Coordination		2	1						\$580
5. QA/QC Finalize and Deliver	1	1				2			\$660
6.									\$0
7.									\$0
8.									\$0
9.									\$0
10. Utility Locate (estimate)									\$1,000
NOTES:									
Subtotaled Costs (this sheet)	3	12	2	12	10	0	0		\$8,325
Subtotaled Man Hours (this sheet)	3	12	2	12	10				\$8,325
Total Man Hours (entire estimate)	3	12	2	12	10				\$8,325
ESTIMATED TOTAL COSTS:									\$8,325

Loowit Proposal



Loowit Consulting Group, LLC

August 16, 2025 (Revised July 28, 2025)

Clayton Posey PR
RH2 Engineering, Inc.
1201 Pacific Avenue, Suite 1750
Tacoma, WA 98402

RE: City of Sumner – Water System Improvements – Sumner, Washington

Dear Clayton,

Loowit Consulting Group, LLC (LCG) appreciates the opportunity to provide a scope of work and fee schedule to provide professional consulting services to improve water system reliability and redundancy and to replace outdated infrastructure for the City of Sumner. Six alignment segments have been identified and the work to be performed within those segments.

This scope of work and fee schedule is based on the following:

- Exhibit A: Scope of Work City of Sumner, Water System Improvements, RH2 Engineering, Inc. July 2025 (DRAFT)
- Exhibit D: Water System Improvements, RH2 Engineering, Inc. July 6, 2025.

Scope of Work

This scope of work is derived from Scope of Work generated by RH2 Engineering – July 2025.

Permitting Assistance

Objective: Assist the City in obtaining necessary permit approvals for all water main alignments and all four (4) distinct bid packages associated with the project.

Work Task 5.1 Conduct a background review of the project sites and collect environmental data (e.g., City and County online map data, etc.), review background reports, and other resources to assist in permit application preparation. Complete an environmental site visit to review project locations and existing conditions with respect to environmental resources. Collect site photographs and data for use in environmental permit applications.

Work Task 5.2 Contact and discuss improvements with the agencies with jurisdiction over the project (e.g., City and Pierce County (County)). Prepare pre-application meeting packages to apply for one (1) pre-application meeting with the City and one (1) pre-application meeting with the County to present and discuss the project and confirm

anticipated permit processes. Attend pre-application meeting with City staff. It is assumed up to three (3) RH2 staff will attend pre-applications meetings and that meetings will be held virtually. Record meeting minutes for use in permit application/report preparation.

Work Task 5.3 Coordinate with the City for State Environmental Policy Act (SEPA) compliance for the project. Review project details and the potential for SEPA exemptions for project improvements. It is assumed the City will act as lead agency for SEPA compliance and determination of project compliance for SEPA will occur through the City. If SEPA exemptions is infeasible, assist the City with SEPA Checklist preparation for the projects. It is assumed one SEPA Checklist can be prepared to address all six (6) project locations. The City will prepare the SEPA checklist with information from RH2 and Loowit as needed. The City will submit the SEPA to for determination and public notification processing.

Work Task 5.5 Prepare for and perform a critical areas site investigation to delineate the ordinary high-water mark (OHWM) of the Puyallup River in proximity to the Segment 4 project location. Investigate the Segment 3 project location and perform steep slope evaluation and perform an aquatic area delineation, if needed. Complete data forms and post-processing following site investigations. Collect delineated OHWM locations and/or other boundaries using RH2 hand-held GPS unit (30-centimeter accuracy) and transfer points to project design plans. It is assumed no aquatic critical areas are present in the Segment 3 alignment. It is assumed that steep slopes and erosion hazards exist at the Segment 3 alignment, and that a summary will be included in the Critical Areas Report (Task 5.6).

Work Task 5.6 Coordinate with the County to determine Critical Areas Ordinance (CAO) compliance needs. For Segment 3, the project may apply for a critical areas exemption under Pierce County Code (PCC) 18E.20.030 (18), contingent on the County's confirmation. Similarly, for Segment 3, the project may apply for critical areas exemption under Sumner Municipal Code 16.40.100.F or G, contingent on the City's confirmation. If warranted by the City and/or County, prepare a Critical Areas Report (CAR) summarizing the results of field investigations for Segment 3 and 4, anticipated project impacts, minimization measures for project construction, and restoration for project impacts, as needed. Submit the CAR to the City and/or County for CAO compliance. It is assumed one CAR can be prepared to meet the County and City requirements.

Work Task 5.7 Prepare a Shoreline Exemption (SE) application and submit to the County for review and processing. It is assumed the Segment 4 project location and project activities will be shoreline exempt as normal maintenance and repair (PCC 18S.60.020.C.2), contingent on County confirmation. An SE application is assumed to include a Site Plan, narrative describing how the project is exempt, and County

application form. County administrative review and processing will be needed for the SE.

Deliverables:

- City and County pre-application meeting packages in electronic PDF, and attendance at two (2) pre-application meetings.
- SEPA exemption request and/or SEPA Checklist in electronic PDF.
- Field-flagged and GPS- points collected for the OHWM of the Puyallup River in proximity to Segment 4.
- CAO exemption documentation and/or CAR in electronic PDF.
- SE application in electronic PDF.

Fee Schedule

Work Task	Estimated Fee
5.1	\$1,400
5.2	\$2,600
5.3	\$400
5.5	\$2,100
5.6	\$6,500
5.7	\$5,000
Total	\$18,000

Project Assumptions

1. LCG has full access to the subject property to conduct field surveys and place flagging without undo restrictions.
2. LCG not responsible for project delays from others or inclement weather conditions.
3. Site boundaries, corners, placed field investigation flagging by LCG, and other site features will be mapped by LCG for site planning purposes.
4. LCG not responsible for cultural resource surveys, land surveys, traffic surveys, Phase I Environmental Site Assessments, Geotechnical Investigations, civil engineering, or other specific discipline reports required as a result of requests from review agencies.
5. Work products are the property of LCG until paid in full by the project proponent.

A list of Terms of Agreement for Professional Services provided by LCG is include as Exhibit A.

Thank you for the opportunity and we looking forward to working with you on this project.

Warm Regards,



Timothy J. Haderly
Principal Scientist/Owner

The above scope of work, fee schedule, and assumptions are hereby accepted:

Signature	Name and Title	Date
------------------	-----------------------	-------------

Exhibit A

Terms of Agreement for Professional Services

1. The client orders the professional services of LCG. Professional services may include, but not limited to: jurisdictional wetland delineation, environmental report preparation, environmental permit applications, and other environmentally related consulting services as specified on the Scope of Work.
2. LCG agrees to perform professional services in accordance with accepted professional standards in the State of Washington.
3. LCG is not responsible for delays caused by factors beyond our control such as weather or the actions/inaction of a government agency, a sub-contractor not hired by LCG, or the client.
4. LCG makes no warranty for the findings, recommendations, plans, specifications, or professional advice from third party entities.
5. Work completed by LCG is in accordance with generally accepted practices, based on best available science, and conducted using best professional judgment.
6. The client and LCG each bind themselves, their partners, successors, executors, and assignees to the other party of this agreement and to the partners, successors, executors, and assigns of such other party in respect to this agreement.
7. By mutual agreement, the client hereby indemnifies, defends, and holds harmless LCG from damages or liability of any character, including in part, personal injury, property damage, costs, expenses, and attorney fees arising out of any negligent act, error or omission of the client, or any person or organization for whom client may be responsible.
8. The client shall be responsible for payment of all costs and expenses incurred by LCG for the client's account, including any funds or fees that LCG may advance for the client's account for any reasonable project related purpose.
9. Both the client and LCG have the right to terminate this agreement at any time by giving the other party seven (7) days written notice. In such case, LCG shall be paid in full for all services performed to the date of termination.
10. LCG reserves the right to withdraw this proposal if not accepted within 30 days.
9. If the client fails to pay as agreed and collection or other remedies are necessary, LCG shall be entitled to collect all costs of collection, including reasonable attorney's fees, costs, and pre-judgment interest as allowed by contract.
10. In executing the Proposal and Agreement, an electronic, facsimile, or other authorized reproduced or stamped signature may be used to sign and execute the agreement and shall have the same force and effect as a written signature.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
12. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement.

Psomas Proposal

Psomas Survey Scope of Work

City of Sumner Valley Avenue Water Main Modifications

Project Limits:

Topographic mapping will be centered on existing water meters along Valley Avenue, within a 20-foot radius from the center of the meters. The additional mapping will be added to Psomas' current base map for the overlay project.

Gault Street mapping limits will be as shown in Figure 1.

Incorporation of the WSDOT survey data south of the SR410 ramps into the Psomas base map is not included in this scope of work.

Work Tasks:

Task 1.1 Survey Control

Establish horizontal and vertical control points within the project limits. Basis of control will be NAD 83/2011 and NAVD88 for horizontal and vertical respectively. Approximately 3 control points will be established at the site for continued use. Control which was previously set for the overlay project will also be utilized.

Task 1.2 Topographic Mapping

Field mapping within the project limits will include topography, man-made surface features, limits of vegetation, trees (6" DBH or larger), overhead utilities, and painted underground utilities. Irrigation systems will not be included. Perform measure-downs of existing storm drain and sanitary sewer structures, indicating rim and pipe invert elevations. Document the approximate size, type, material, and general condition of the structures. These observations will be made from the surface. Any required pipe video inspection, potholing or smoke testing needed to verify the condition or connectivity of drainage features is outside the scope of this task.

Task 1.3 Utility Locates

Psomas will coordinate with private underground locating firm to arrange for them to locate conductible underground utilities within the project limits.

Psomas will survey the location of the locate paint marks. While every reasonable effort will be made by Psomas to depict the location of underground utilities based on utility locates, Psomas is not liable for errors or omissions by utility locators or erroneous or insufficient information shown on utility record drawings.

Task 1.4 Base Map and DTM Preparation

Prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD Civil3D format version 2022 of the project. KPG Psomas CADD standards will be utilized including layering, linetypes and blocks. The base map will include information collected in the tasks above. One-foot contours will be generated from the DTM.

Task 1.5 Road Right of Way and Parcel Lines

Road rights of way within the project limits will be determined from available recorded plats and surveys and other records. Parcel lines will be imported from Pierce County GIS. Right-of-way and parcel lines will be added to the base map.

Deliverables:

- One Autodesk Civil 3D electronic copy of the detailed topographic survey base map.
- If needed, easement legal descriptions with map exhibit can be prepared for \$1,200.

Exhibit A1

Figure 1 – North of SR410

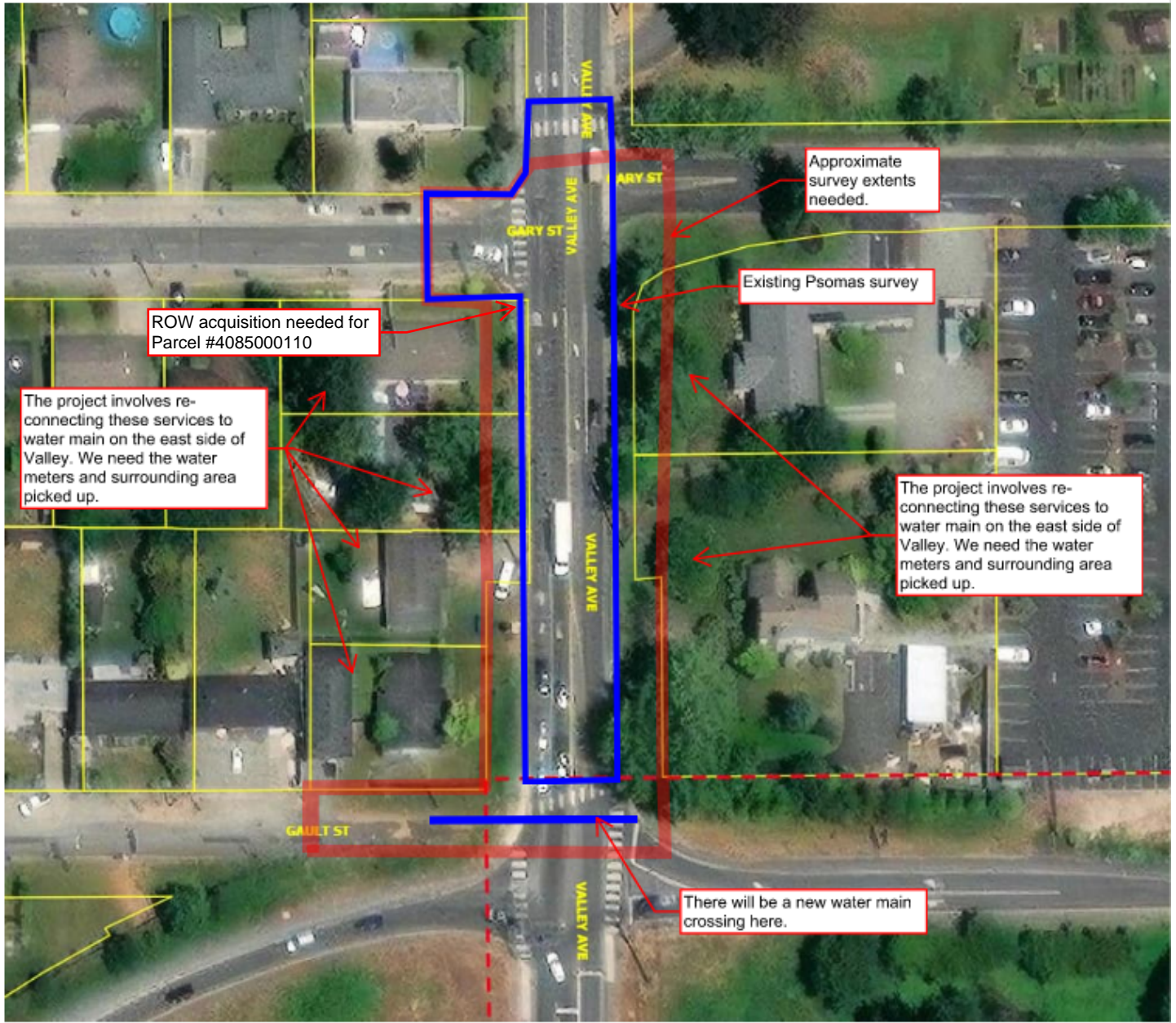
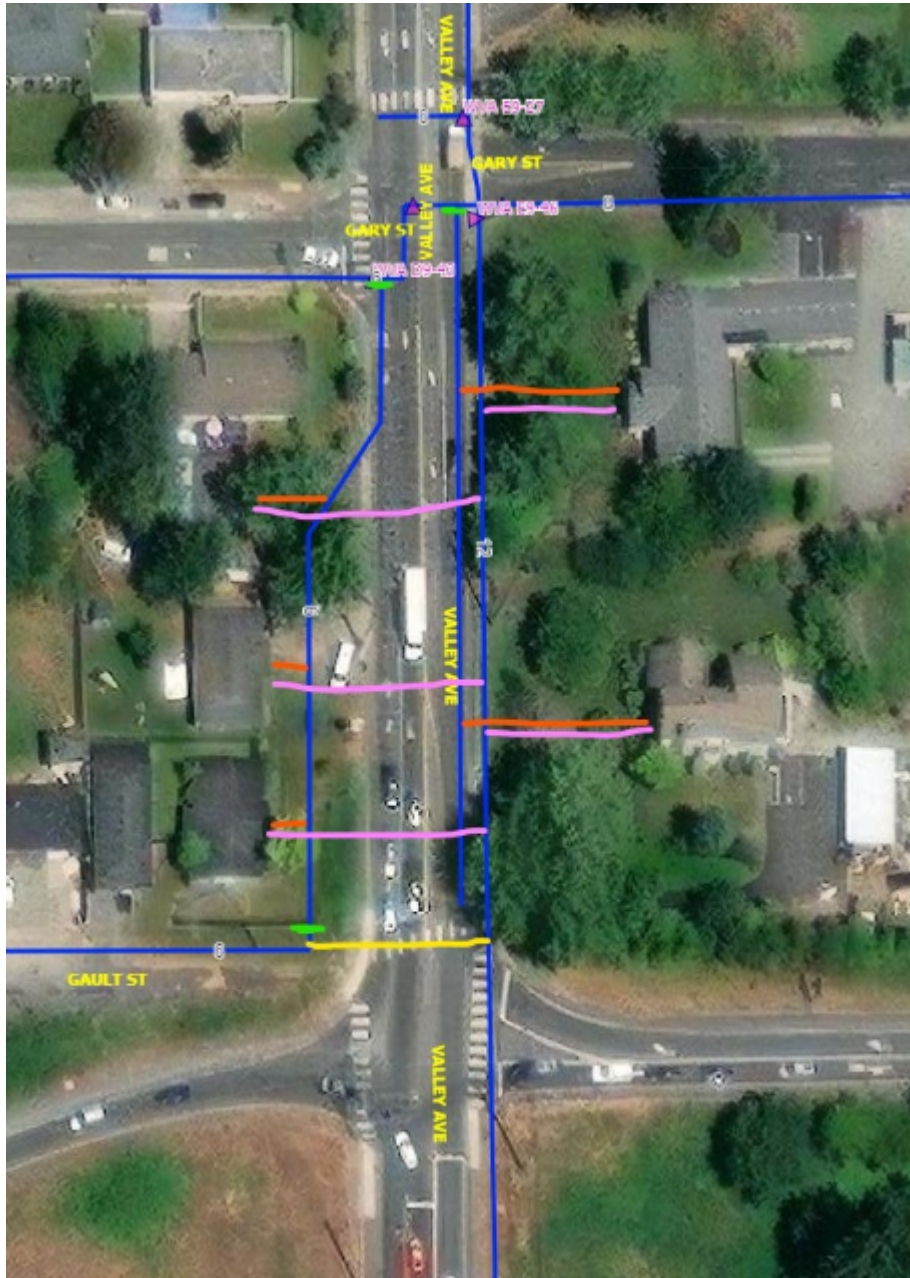


Exhibit A1

Figure 2 – North of SR410



- Existing Service Line to 4" and 6" Mains
- Proposed Service Line to 12" Main

Exhibit A1

Figure 3 – South of SR410

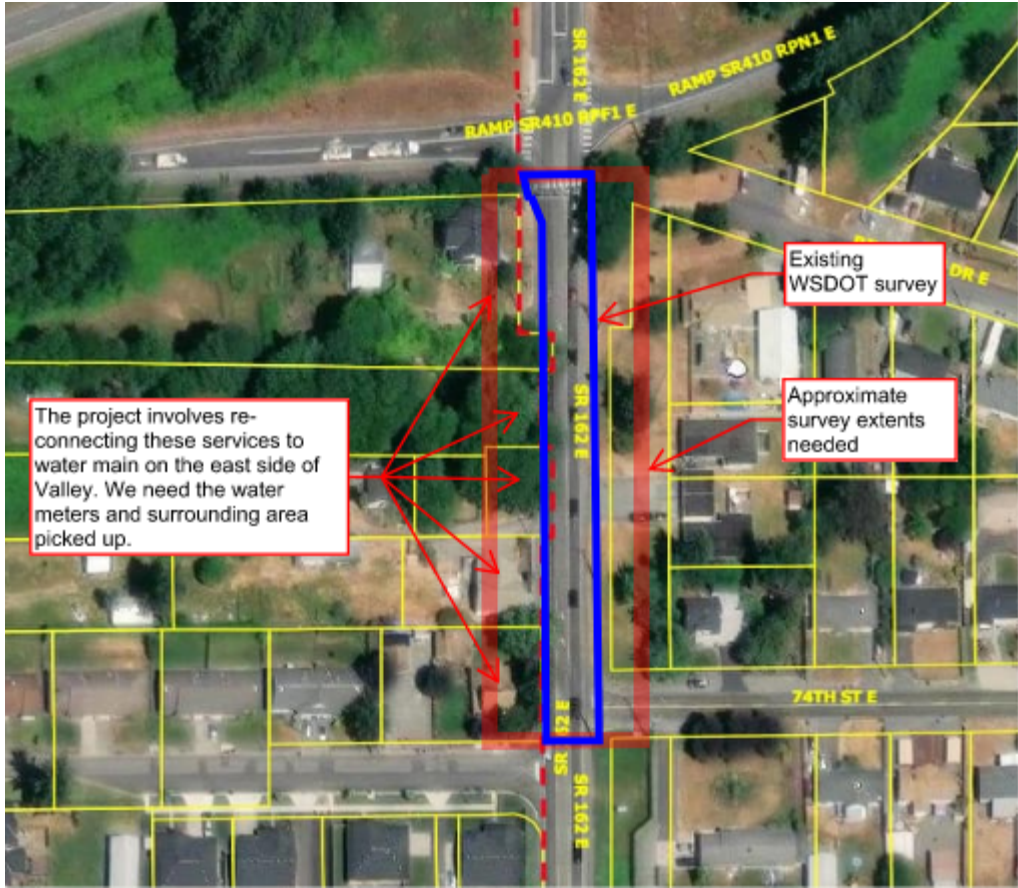
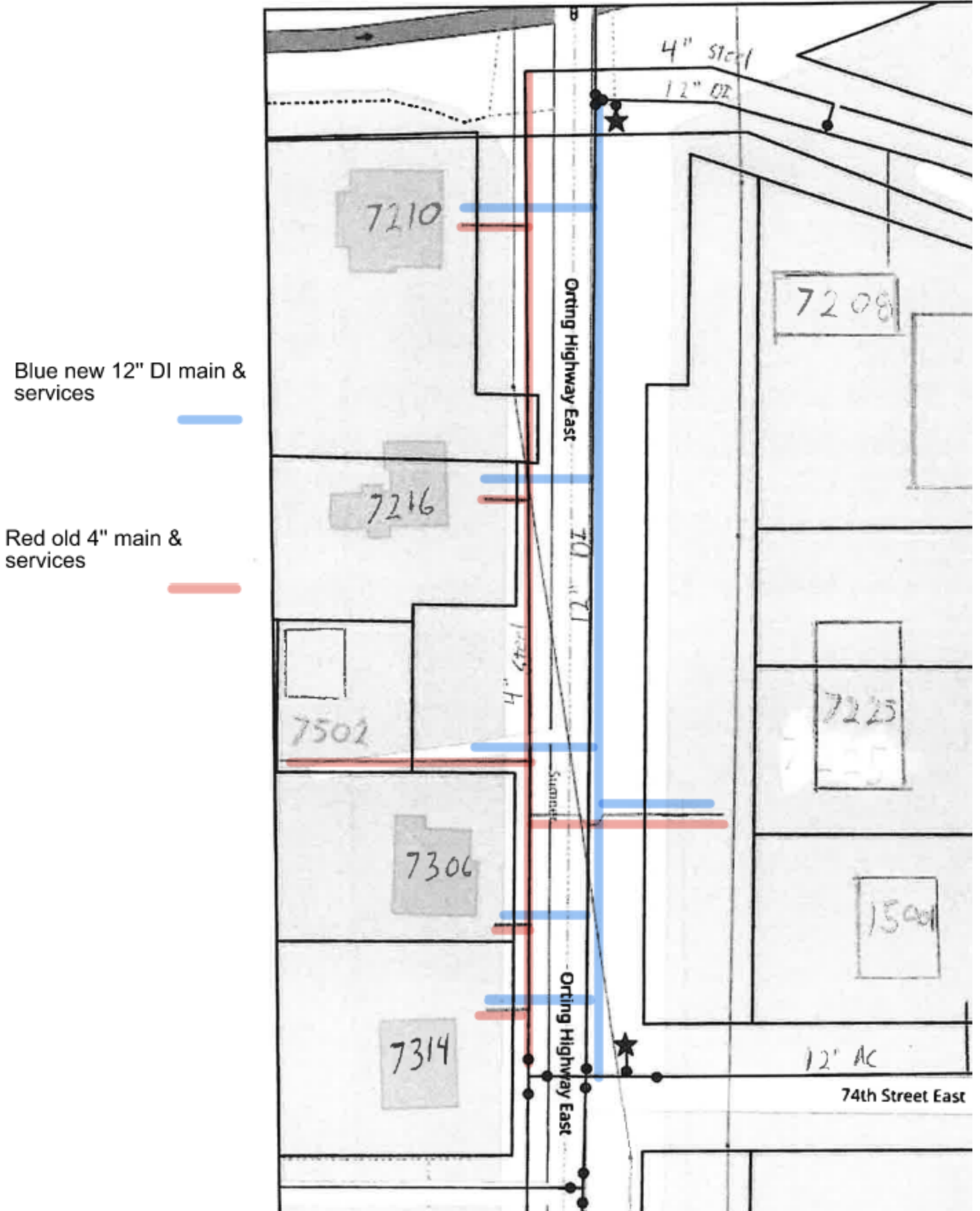


Exhibit A1

Figure 4 – South of SR410



**EXHIBIT B
COST COMPUTATIONS**

PSOMAS

Client: RH2

Project Name: City of Sumner Valley Avenue Water Main Modifications

Psomas Inc. Project Number: 9RH2010xxx

Date: 07/16/2025

		Labor Hour Estimate						Total Hours and Labor Cost Computations by Task	
		Senior Project Manager Survey	Field Surveyor I	Field Surveyor III	Project Surveyor	Surveyor III	Office Admin		
Task No.	Task Description	\$263.00	\$108.00	\$159.00	\$181.00	\$150.00	\$116.00	Hours	Totals
Task 1 Survey Control and Mapping									
1.1	Survey Control		2	2			1	5	\$ 650.00
1.2	Topographic Mapping	1	12	12				25	\$ 3,467.00
1.3	Survey Located Utilities	1		8				9	\$ 1,535.00
1.4	Base Map and DTM Preparation					20		20	\$ 3,000.00
1.5	ROW from Plats, Parcel Lines from GIS				8			8	\$ 1,448.00
Total Labor Hours and Fee		2	14	22	8	20	1	67	\$ 10,100.00
Expenses									
								Utility Locator	\$ 1,656.00
								Subtotal	\$ 1,656.00
								Total Expenses	\$ 1,656.00
								Total Estimated Budget	\$ 11,756.00

Added easement exhibit and legal description \$ 1,200.00
 Total with easement exhibit and legal description \$ **12,956.00**

EXHIBIT B
CITY OF SUMNER

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

As the person duly authorized to enter into such commitment for

RH2 Engineering, 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

title 31 of the United States Code.

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

(4) Apprentices and trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less

than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws

approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with 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.

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												\$ 1,717,395.85	\$ 1,717,395.85	A. Leach	Working on Punchlist Items	
Facilities	19-07	Ryan House												\$ 150,000.00	\$ 300,000.00	D. McCarty	Project started 7/24. Budget modified in 2025Q2.	
Facilities	22-03	Cemetery Operations Facility		C	O	M	P	L	E	T	E			.	\$ 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	Construction under way	
Facilities	23-04	Cemetery Potable Water (Phase 1)		C	O	M	P	L	E	T	E			\$ 225,000.00	\$ 225,000.00	A. Leach	Complete	
Facilities	24-01	Operations Facility North Parcel												\$ 1,010,000.00	\$ 3,875,000.00	D. McCarty	Working on Final Punchlist Items & Closeout	
Facilities	24-05	City Hall Solar Panels		C	O	M	P	L	E	T	E			\$ 150,990.00	\$ 272,000.00	D. McCarty	Project Complete. Budget modified in 2025Q1.	
Facilities	24-06	City Hall EV Chargers												\$ 50,000.00	\$ 50,000.00	D. McCarty	PSE Up and Go Contract to committee 8/2025	
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			\$ 993,394.00	\$ 1,681,000.00	D. McCarty	Complete	
Sewer	21-09	Auto Lane Force Main Upgrade		PAUSED										\$ 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	Contract out to bid. Construction planned for Summer 2025	
Sewer	25-06	Harrison/State Side Sewer Connections												\$ 400,000.00		D. McCarty	Working on executed ILA with the Port & Planning project with Gordian	
Sewer	T-25-08	WWTF VFD Replacement												\$ 517,000.00	\$ 517,000.00	D. McCarty	RFQ in Progress	
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	G&O to Design	
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 Construction: 2029	
Storm	14-10	White River Restoration Phase 2: Habitat												\$ 42,342,000.00	\$ 62,375,000.00	R. Wright	Expected Completion Date: 2027	
Storm	20-01	Salmon Creek Restoration												\$ 188,000.00		TBD	Osborn working on design - permit submittals in 2025. Construction unfunded	
Storm	21-21	63rd St Ct E Storm Drainage												\$ 638,000.00	\$ 638,000.00	R. Wright	Awaiting easements prior to construction	
Storm	23-11	16th St Property demolitions		C	O	M	P	L	E	T	E			In WRR Budget		R. Wright	Final demolition complete on 16th Street	

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
Storm	25-02	2025 Storm CIP Update											\$	54,000.00	\$	302,630.00	R. Wright	Finalizing 250k FCZD Grant. Parametrix starting on existing project review.
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
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		C	O	M	P	L	E	T	E		\$	78,700.00	\$	3,580,000.00	C. Littrell	Working on Closeout.
Streets	19-05	TC: Cherry & Maple Utilities		PAUSED									\$	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	\$	866,000.00	G. Singh	Phase 1: SR-410 to Meade McCumber in design. Construction anticipated 2026.
Streets	23-08	Systemic Horizontal Curves		PAUSED									\$	613,000.00	\$	903,000.00	T. Le	Phase 2: Design for Meade McCumber to Elm grant funded in 2027. 30% Design
Streets	23-09	Puyallup St & Tacoma Ave		PAUSED									\$	590,553.00	\$	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	Planning Study in 2026.
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. Design 2026. Construction 2027.
Streets	24-09	Main Street Crossings											\$	980,000.00	\$	980,000.00	G. Singh	30% design in progress
Streets	24-11	Stewart Rd ITS											\$	500,000.00	\$	3,500,000.00	C. Littrell	Transpo Group to design. 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	\$	84,000.00	C. Littrell	As needed.
Streets	25-03	Street Tree Program											\$	500,000.00	\$	500,000.00	C. Littrell	In Design.
Streets	N/A	ADA Improvements											\$	80,000.00	\$	80,000.00	C. Littrell	As needed.
Streets	N/A	SR-167 SB HOT Lane			P	A	U	S	E	D			WSDOT Project Paused	\$	350,000,000.00	N/A	WSDOT-led project. Project Paused for 2-3 State Bienniums.	
Streets	N/A	SR 167 / I-5 Connection Project											WSDOT Funded	\$	1,000,000,000.00	N/A	WSDOT-led project	
Streets	N/A	SR-410 / SR-162 Interchange Improvements			P	A	U	S	E	D			WSDOT Project Paused	\$	6,650,000.00	C. Littrell	WSDOT-led project. Relocation needed for City water mains. Project Paused for 3 State Bienniums.	
Streets	TBD	Hunt Avenue Reconstruction: Main St to State St											\$	297,000.00	\$	3,000,000.00	R. Wright	Construction is unfunded.
Streets	TBD	Chip Seal Application											\$	500,000.00	\$	500,000.00	G. Singh	Planned for 2026
Streets	W25-01	Crack Seal Application											\$	161,440.00	\$	161,440.00	G. Singh	Project started on May 27, 2025
Streets	W25-02	Pavement Repairs											\$	142,390.00	\$	142,390.00	G. Singh	Project planned for June 2025
Streets	W25-03	Roadway Paint Line Application											\$	82,000.00	\$	82,000.00	G. Singh	Project planned for Summer 2025

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	W25-04	Roadway Plastic Marking Application											\$	118,000.00	\$	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	24th Bridge retrofit @ 30% Design. Expected Completion Date: 2027. Design amendment to committee / council in August.
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	25-05	159th Ave / Riverside Dr to 76th St											\$	638,000.00	\$	638,000.00	T. Le	Consultant selected. In Scope and Fee process. Combined with 2025 Water Main Improvements.
Water	25-05	2025 Water Main Improvements: Valley Ave Gary to SR-410, Valley Ave South of SR-410, 16th St Wood to McMillan & 54th W of Wright											\$	1,151,000.00	\$	1,151,000.00	T. Le	From 40159434-563417 Replacement of Water Mains
Water	25-05	Viewpoint Tank - 171st Ave Ct E											\$	188,000.00	\$	188,000.00	T. Le	Consultant selected. In Scope and Fee process. Combined with 2025 Water Main Improvements.
Water	25-07	Central Well Radio Upgrade											\$	18,000.00	\$	18,000.00	D.McCarty	RFP out currently
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.
Water	TBD	Sumner Springs Improvements											\$	85,000.00	\$	85,000.00	TBD	
Water	TBD	Water Systems Security											\$	537,000.00	\$	537,000.00	R. Wright	
Water	W24-14	North Tank Ladder											\$	240,000.00			T. Le	90% Design Reviewing
Water	W24-19	Watershed Vegetation Management											\$	150,000.00	\$	150,000.00	R. Wright	Hazard Trees portion complete March 25'
74													\$	177,170,217.42	\$	1,634,538,310.42		

Legend:

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