



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

<https://sumnerwa-gov.zoom.us/j/86770026444>

Phone one-tap:+12532050468,,86770026444# +12532158782,,86770026444#

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

Webinar ID: 867 7002 6444

CALL TO ORDER

Pledge of Allegiance

Invocation - Father Jerry Burns

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

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

CONSENT AGENDA

1. Resolution 1729 - Interlocal Agreement with the City of Auburn for 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. 166th Avenue East Widening & Improvements - Design Consultant Agreement Supplement
7. Water System Improvements - Consultant Contract Award
8. Approval of the checks and electronic payments in the amount of [\\$12,230,514.53](#).
9. Approval of the Council Meeting minutes from the August 4, 2025, regular council meeting.

PUBLIC HEARING

REGULAR BUSINESS

1. Unfinished Business

- a. Ordinance No. 2935 - Assuming Leadership of Sumner's Transportation Benefit District

2. Public Comment (Limit 3 minutes)

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

3. New Business

- a. Ordinance 2932 - Updating Model Business License Exemption Threshold
- b. Ordinance 2933 - Amending Sumner Municipal Code 13.20.040 for Sewer Winter Averages

4. Reports

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

5. Executive Session

6. Adjournment

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

SUBJECT: Resolution 1729 - Interlocal Agreement with the City of Auburn for White River Mitigation Funding

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1729 - Interlocal Agreement with the City of Auburn for White River Mitigation Funding (1)

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.

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

By: _____
Kathy Hayden, Mayor

By: _____
Jason Wilson, City Administrator

Approved as to Form:

Andrea Marquez
SUMNER CITY ATTORNEY

CITY OF AUBURN

By: _____
Nancy Backus, Mayor

Approved as to Form:

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



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	Total Hours	(Billing Rate)		
Staff Name: Staff Level (below):		Tim A (Senior Principal Scientist)	Megan N (Associate Principal Engineer)	Steve W (Principal Scientist)	Matt T (Senior Engineer)	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)	Kay M (Senior Admin Support)		Labor Cost	Expenses	Total Cost
Task	Task Description																
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

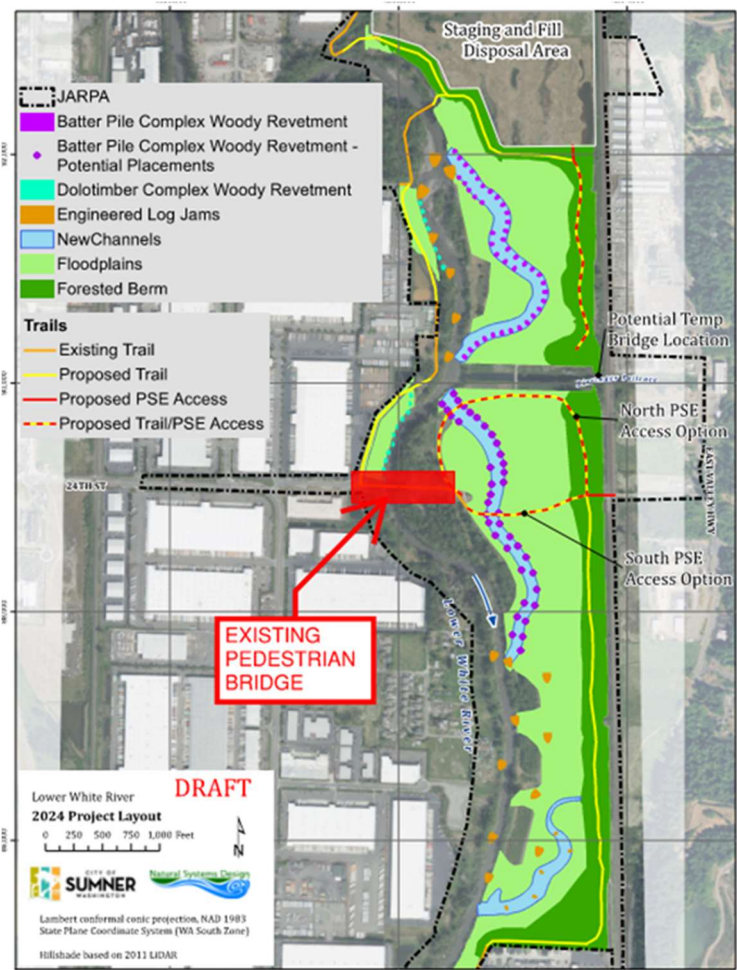


EXHIBIT E

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		
		\$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	Hours	Totals
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	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	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	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	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	776	\$ 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	106	\$ 20,184.00
															0	\$ -
	Task Total	18	57	55	32	0	56	72	0	0	0	8	40	14	352	\$ 67,646.00
Total Labor Hours and Fee		63	78	338	172	8	135	174	2	16	28	12	40	28	1,094	\$ 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**

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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)

ATTACHMENT "A" NV5 WRRP 24th Street (City of Sumner, PSOMAS)			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		Total
			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		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. During the initial 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 two 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 (insert date)	December 31, 2018
Revised Time for Completion under prior Amendments (insert date)	December 31, 2024
Add'l Days Required (±) for this Amendment	1,095 calendar days
Revised Time for Completion (insert date)	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.

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



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	
Type of Service Required ☐ Existing ☒ New Construction			

Your Natural Gas Usage Plans

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

Gas Usage	BTU/HR	ANNUAL THERMS
☐ Space Heating	_____	_____
☐ Water Heating	_____	_____
☐ Cooking	_____	_____
☐ Process	_____	_____
☒ BUILDING A	<u>300,000</u>	_____
☒ BUILDING C	<u>825,000</u>	_____
☒ BUILDING D	<u>600,000</u>	_____
☐ _____	_____	_____
☐ _____	_____	_____
☐ _____	_____	_____
Total:	<u>1,725,000</u>	_____

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.

CANCELSATION 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	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.

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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 Premises 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:

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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.

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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

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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

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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	
I have been informed of the project scope including requirements and optional items through the Service Agreement, Cost Estimate Proposal, and site plans. Customer Printed Name: Drew McCarty Customer Signature: Date: 7/22/2025	

SUBJECT: 166th Avenue East 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 Avenue East 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.



**Washington State
Department of Transportation**

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:

Project Name:

Psomas Project Number:

Date:

City of Sumner

166th Ave E Widening and Intersection Improvements

18158 (Supplement #7)

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 consultantrates@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

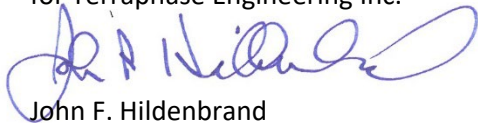
As noted above, the number of wells monitored in the quarterly sampling events is estimated to include only six of the total number of wells that will be present. Also, we anticipate that this work will be completed under a KPG PSOMAS subconsultant agreement or an agreement directly with the City of 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:QGM 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														
Subcontractor														
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
Other Direct Costs														
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

Actuals Not To Exceed Table (ANTE)

[illegible]



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.

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 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.

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

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



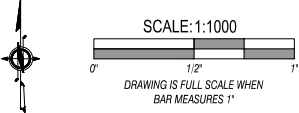
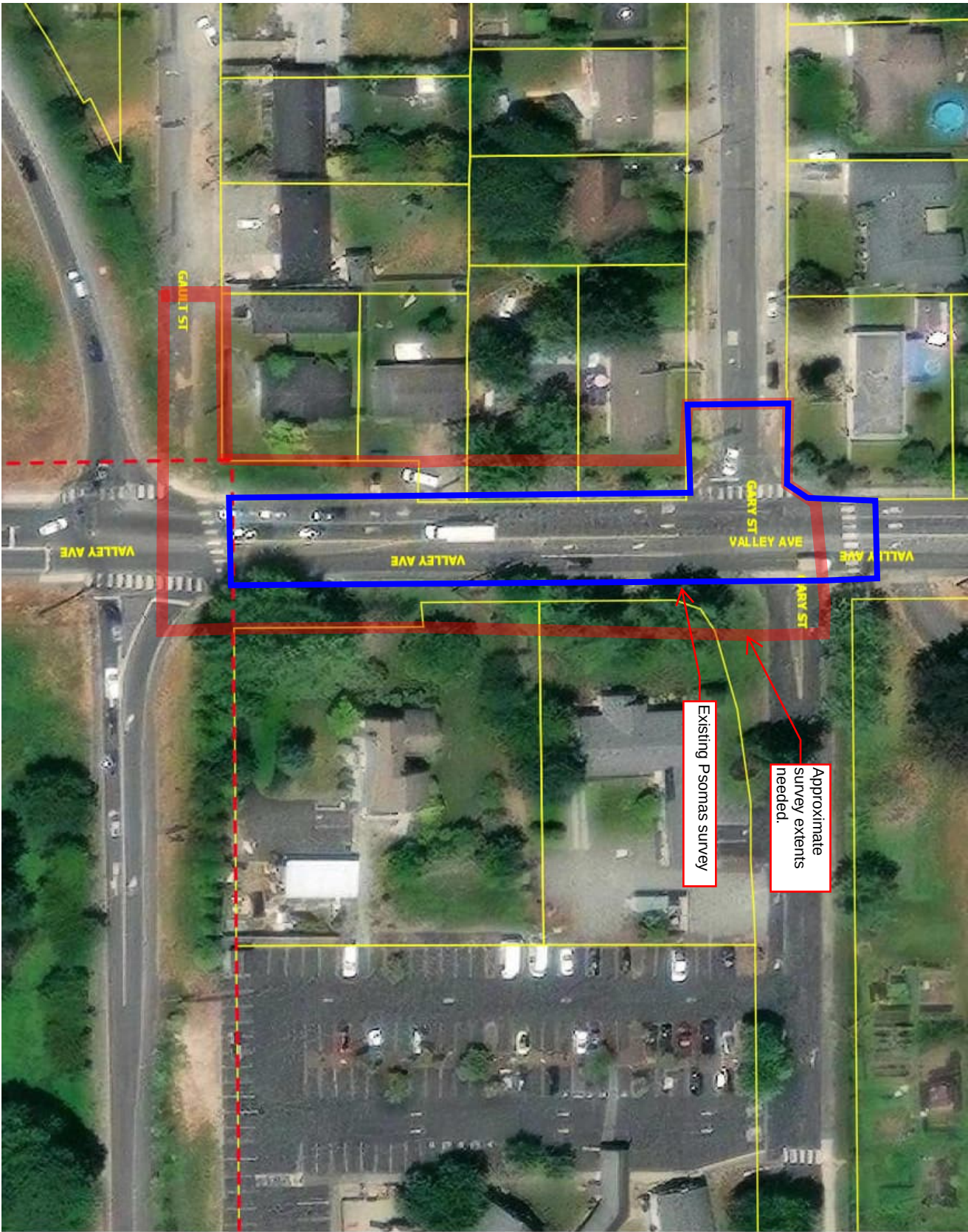
EXHIBIT D		
WATER SYSTEM IMPROVEMENTS		
		 SCALE: 1:1000 DRAWING IS FULL SCALE WHEN BAR MEASURES 1"
PLOT DATE: 7/16/2025 FILE PATH: J:\DATA\SUM\BUSDEV\20250521_SUM_M200061_WATER SYSTEM IMPROVEMENTS\GRAPHICS\CAD\OVERVIEW.DWG		

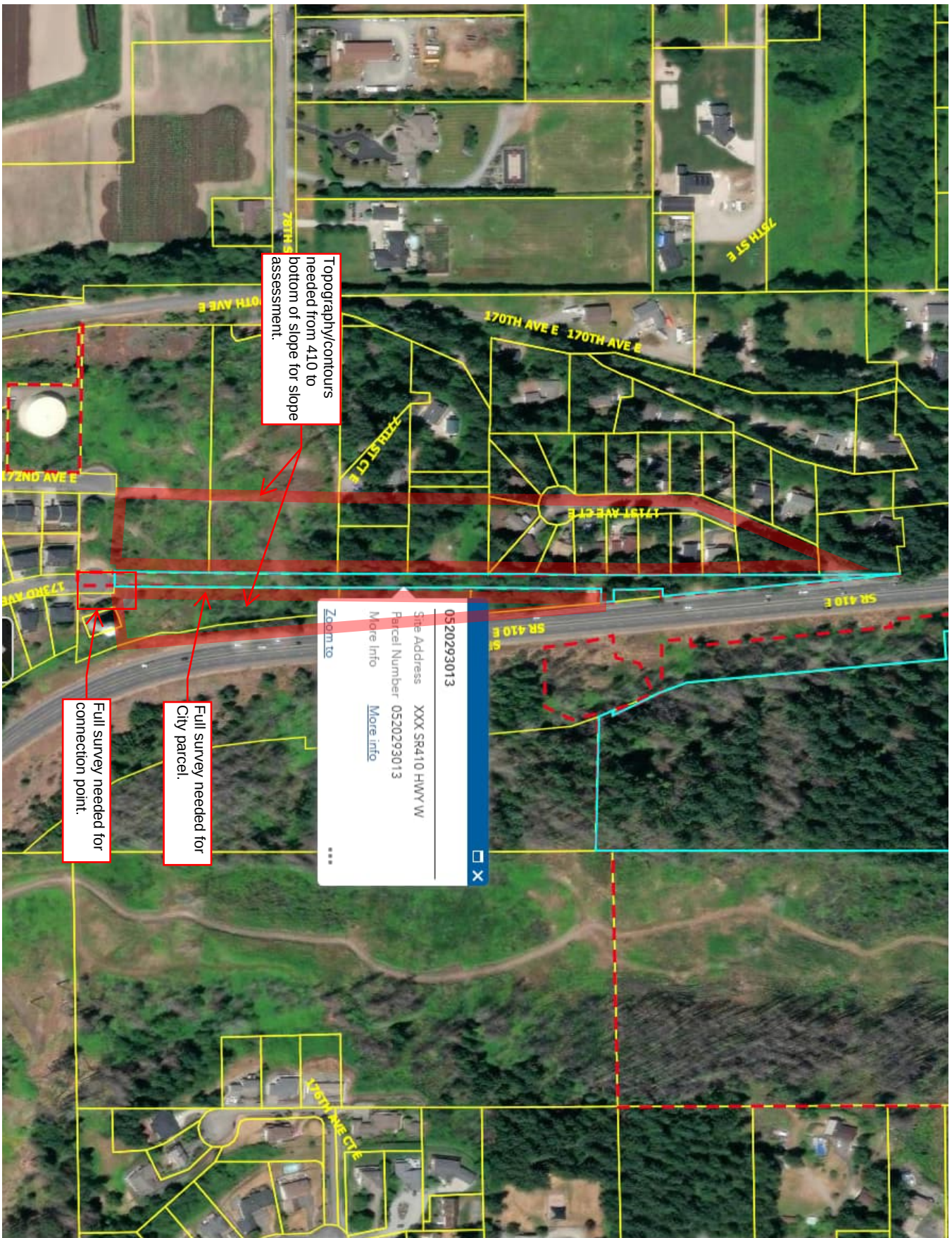
EXHIBIT E

Survey Extents

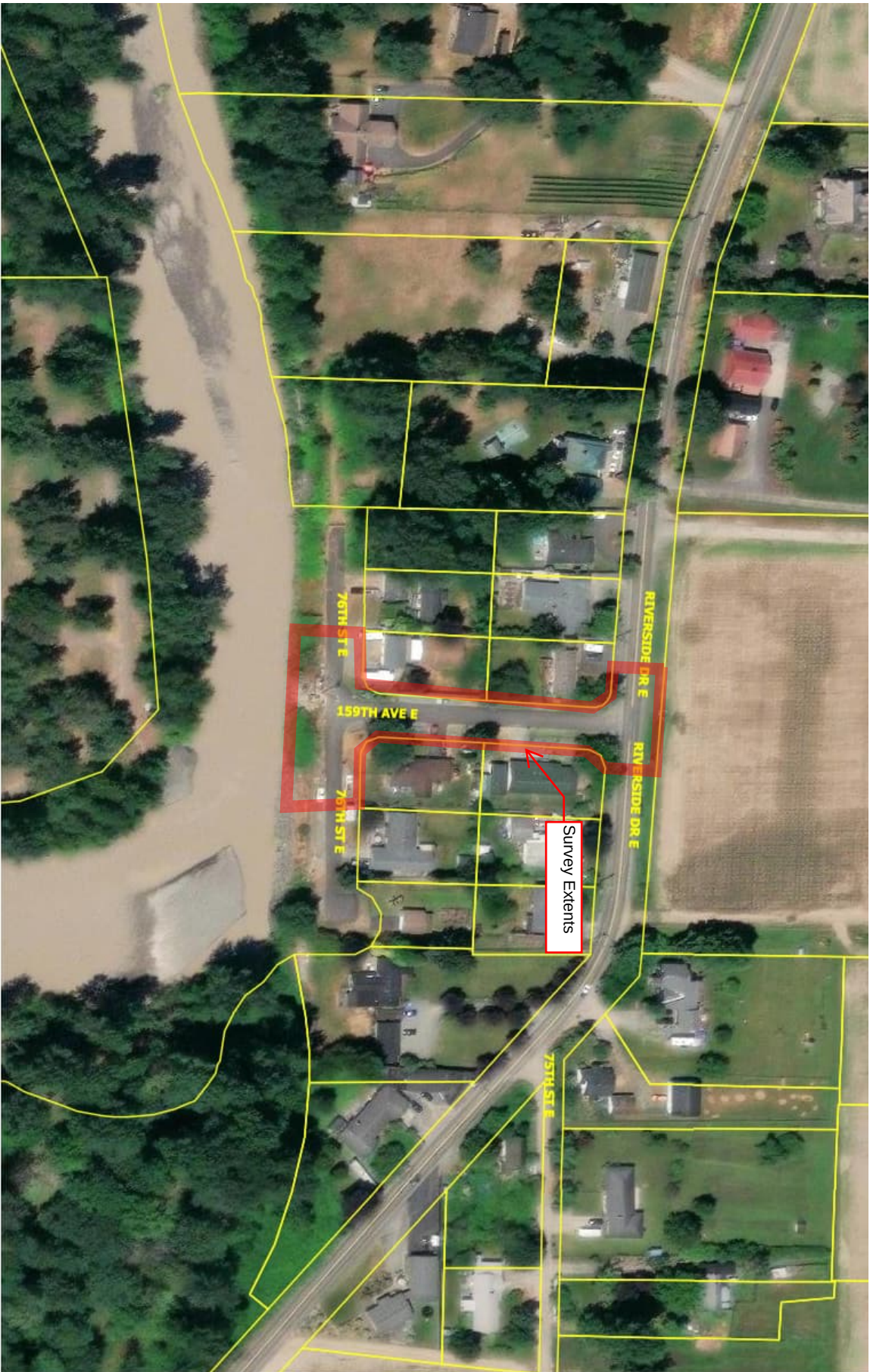


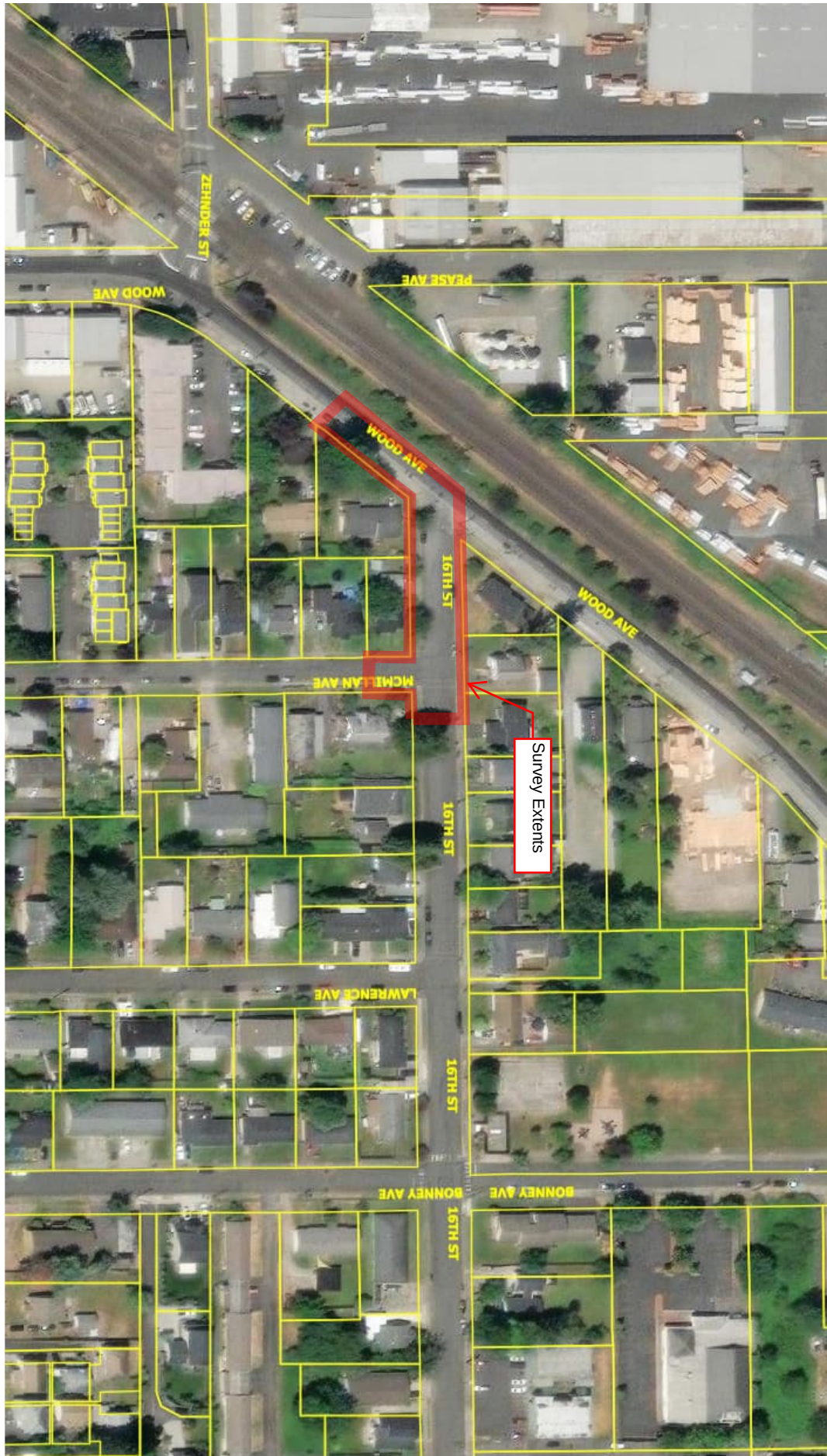


Viewpoint Tank to 171st Ave Ct E



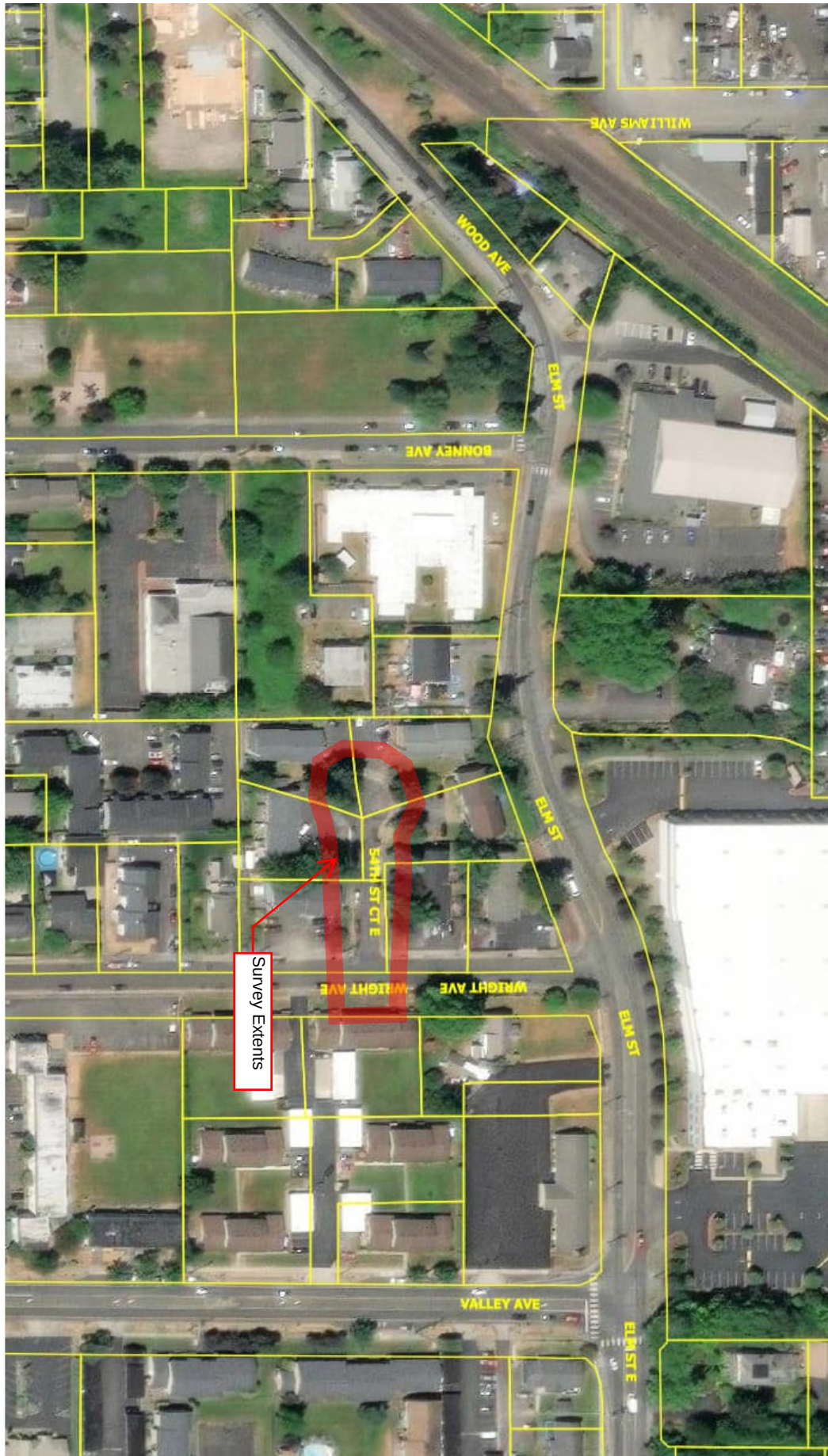
159th Ave (Riverside Drive to 76th St)





16th St (Wood Ave to McMillan)

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



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

Task 4:	Estimated fee:	\$7,325.00
54 th St. Ct. E.	Utility Locate Service:	\$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.

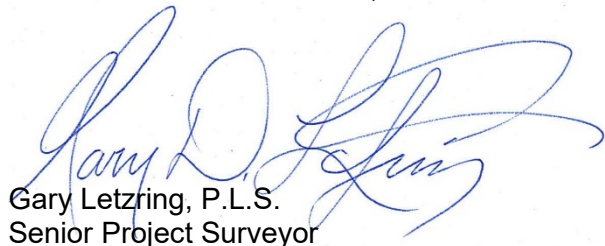
SCHEDULE

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.

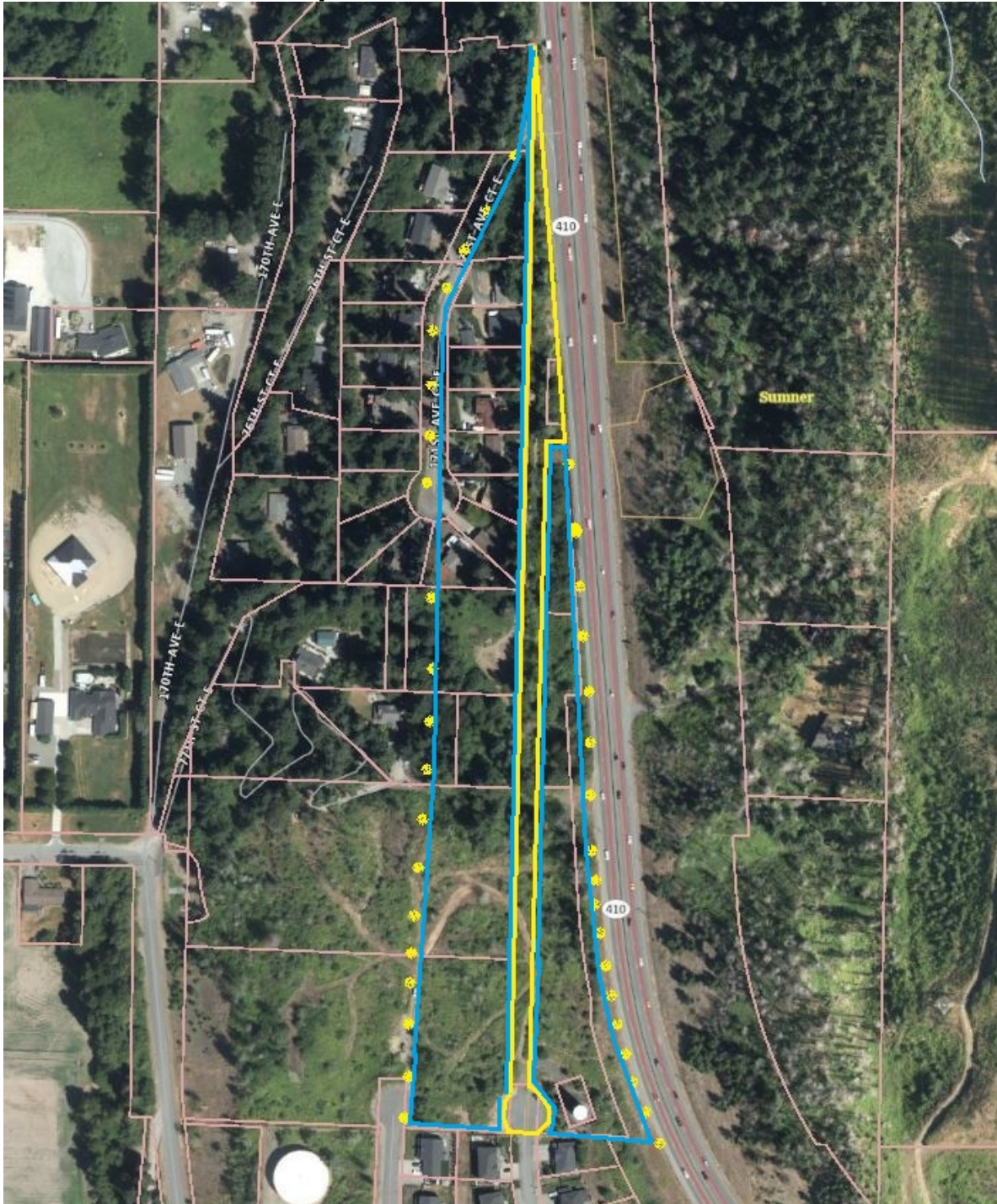


Gary Letzring, P.L.S.
Senior Project Surveyor



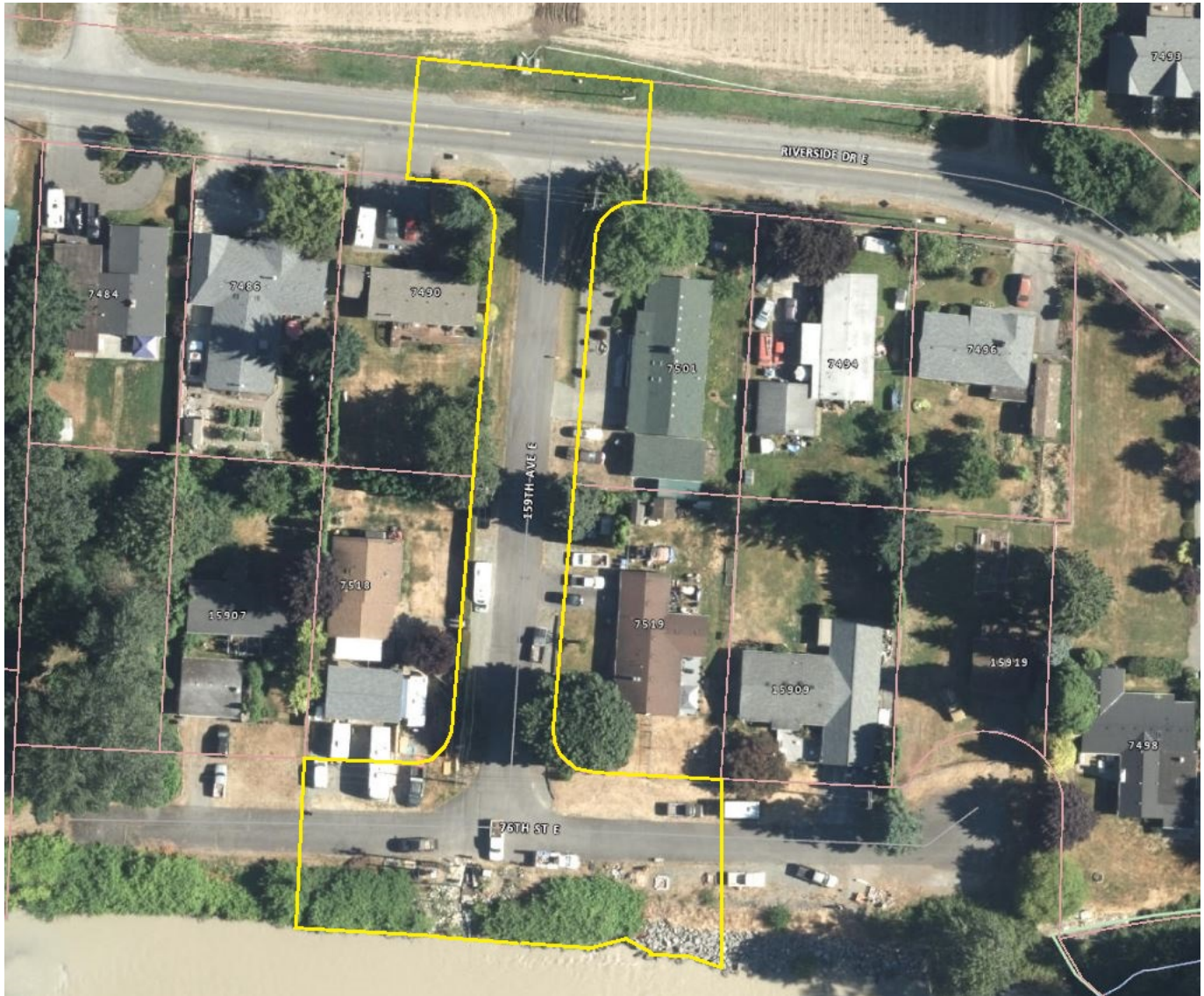
Mike McEvilly P.L.S.
Principal – Director of Surveying

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.

16th Street (Wood Ave. to McMillan Ave.)



The Topographic Survey Area is shown in Yellow.

Survey Limits Exhibits
Task 4
54th St. Ct. E. (Wright Ave. to Cul-De-Sac)



The Topographic Survey Area is shown in Yellow.

SURVEYING SERVICES ESTIMATE

PREPARED FOR:

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

SITTS & HILL ENGINEERS, INC.
 CIVIL ■ STRUCTURAL ■ SURVEYING
 4815 CENTER STREET | TACOMA, WA 98409
 PHONE: 253-474-9449 | FAX: 253-474-0153

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

DESCRIPTION	SURVEY MANAGER	PROJECT SURVEYOR	CREW COORDINATOR	SURVEY CREW (2)	CAD TECH.	MILEAGE	MATERIAL (PER UNIT)	TOTAL COSTS
Topographic Survey - Task 1								
1. Survey Control - Establish Horizontal and Vertical Datum	2	1	1	8				\$2,625
*Includes control points required to complete mapping								
2. Topographic Mapping				75	48			\$22,395
See the Scope of Services for details								
3. Rights of Way, Record Boundaries and Easement calculations		16						\$3,280
Title Report Review								
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.								
9. Title Report								\$850
2 reports estimated.								
10. Utility Locate (estimate)								\$2,450
NOTES:								
Subtotated Costs (this sheet)	3	21	9	83	56	0	0	
Subtotated 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			
ESTIMATED TOTAL COSTS:								\$34,925

SURVEYING SERVICES ESTIMATE
PREPARED FOR:

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

RH2
1201 Pacific Avenue, Suite 1750
Tacoma, WA 98402

SITTS & HILL ENGINEERS, INC.
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	CREW COORDINATOR	SURVEY CREW (2)	CAD TECH.	MILEAGE (\$0.700)	MATERIAL (PER UNIT) (\$0.80)	TOTAL COSTS
Topographic Survey - Task 2								
1. Survey Control - Establish Horizontal and Vertical Datum <i>*Includes control points required to complete mapping</i>	2	1	1	4				\$1,725
2. Topographic Mapping <i>See the Scope of Services for details</i>				24	24			\$8,160
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.								
9.								
10. <i>Utility Locate (estimate)</i>								\$1,000
NOTES:								
Subtotaled Costs (this sheet)	3	12	5	28	26	0	0	
Subtotaled Man Hours (this sheet)	\$675	\$2,460	\$850	\$6,300	\$2,990	\$0.00	\$0.00	\$14,275
Total Man Hours (entire estimate)	3	12	5	28	26			
ESTIMATED TOTAL COSTS:								\$14,275

SURVEYING SERVICES ESTIMATE
PREPARED FOR:

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

RH2
1201 Pacific Avenue, Suite 1750
Tacoma, WA 98402

SITTS & HILL ENGINEERS, INC.
CIVIL ■ STRUCTURAL ■ SURVEYING
4815 CENTER STREET | TACOMA, WA 98409
PHONE: 253-474-9449 | FAX: 253-474-0153

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

DESCRIPTION	SURVEY MANAGER	PROJECT SURVEYOR	CREW COORDINATOR	SURVEY CREW (2)	CAD TECH.	MILEAGE (\$0.700)	MATERIAL (PER UNIT) (\$0.80)	TOTAL COSTS
Topographic Survey - Task 3								
1. Survey Control - Establish Horizontal and Vertical Datum <i>*Includes control points required to complete mapping</i>	2	1	1	4				\$1,725
2. Topographic Mapping <i>See the Scope of Services for details</i>				20	20			\$6,800
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.								
9.								
10. <i>Utility Locate (estimate)</i>								\$1,000
NOTES:	3	12	4	24	22	0	0	
Subtotaled Costs (this sheet)	\$675	\$2,460	\$680	\$5,400	\$2,530	\$0.00	\$0.00	\$12,745
Subtotaled Man Hours (this sheet)	3	12	4	24	22			
Total Man Hours (entire estimate)	3	12	4	24	22			
ESTIMATED TOTAL COSTS:								\$12,745

SURVEYING SERVICES ESTIMATE
PREPARED FOR:

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

RH2
1201 Pacific Avenue, Suite 1750
Tacoma, WA 98402

SITTS & HILL ENGINEERS, INC.
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 \$225	PROJECT SURVEYOR \$205	CREW COORDINATOR \$170	SURVEY CREW (2) \$225	CAD TECH. \$115	MILEAGE \$0.700	MATERIAL (PER UNIT) \$0.80	TOTAL COSTS
Topographic Survey - Task 4								
1. Survey Control - Establish Horizontal and Vertical Datum <i>*Includes control points required to complete mapping</i>	2	1	1	4				\$1,725
2. Topographic Mapping <i>See the Scope of Services for details</i>				8	8			\$2,720
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.								
9.								
10. <i>Utility Locate (estimate)</i>								\$1,000
NOTES:								
Subtotalled Costs (this sheet)	3	12	2	12	10	0	0	\$8,325
Subtotalled Man Hours (this sheet)	3	12	2	12	10			
Total Man Hours (entire estimate)	3	12	2	12	10			
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

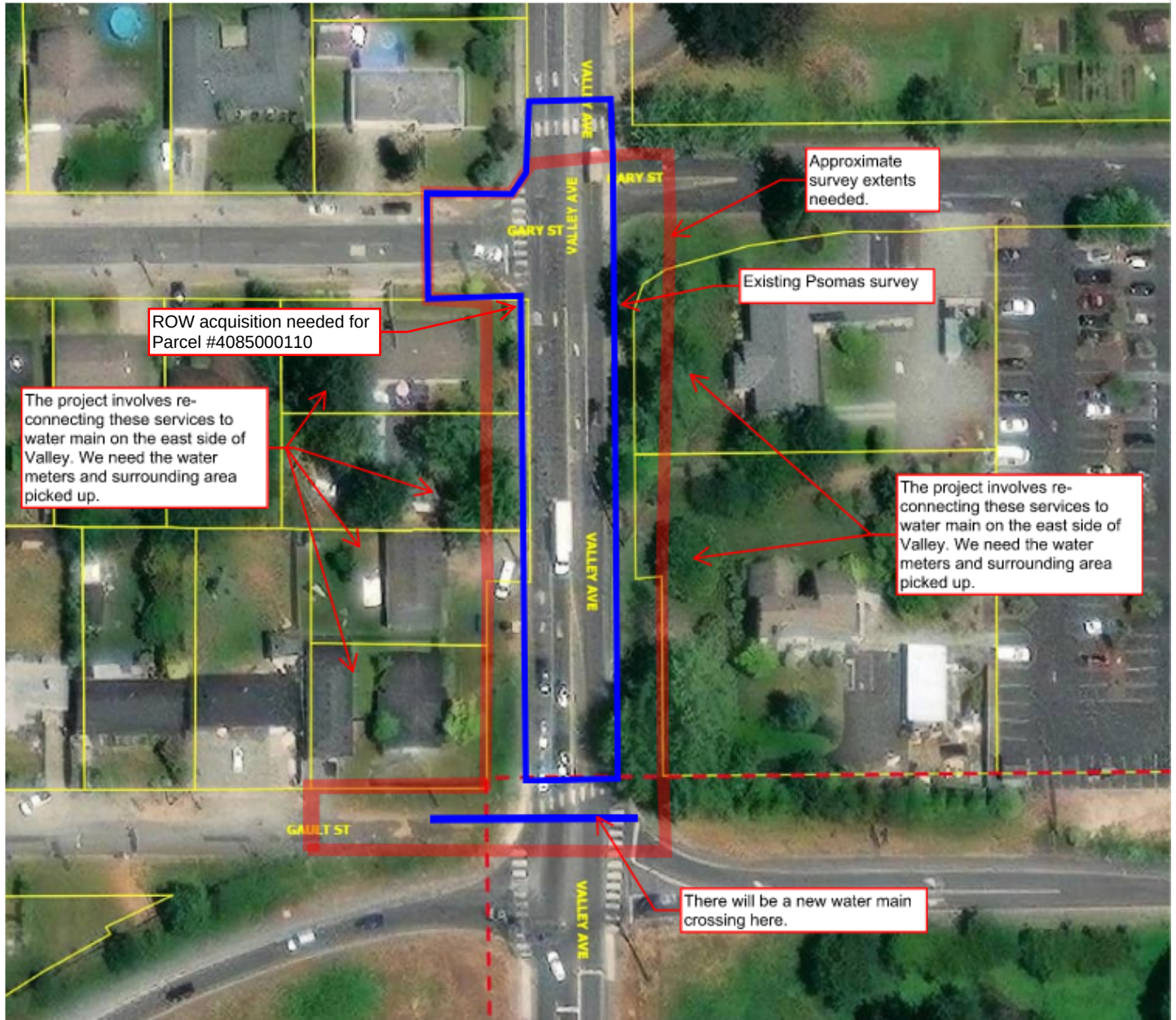
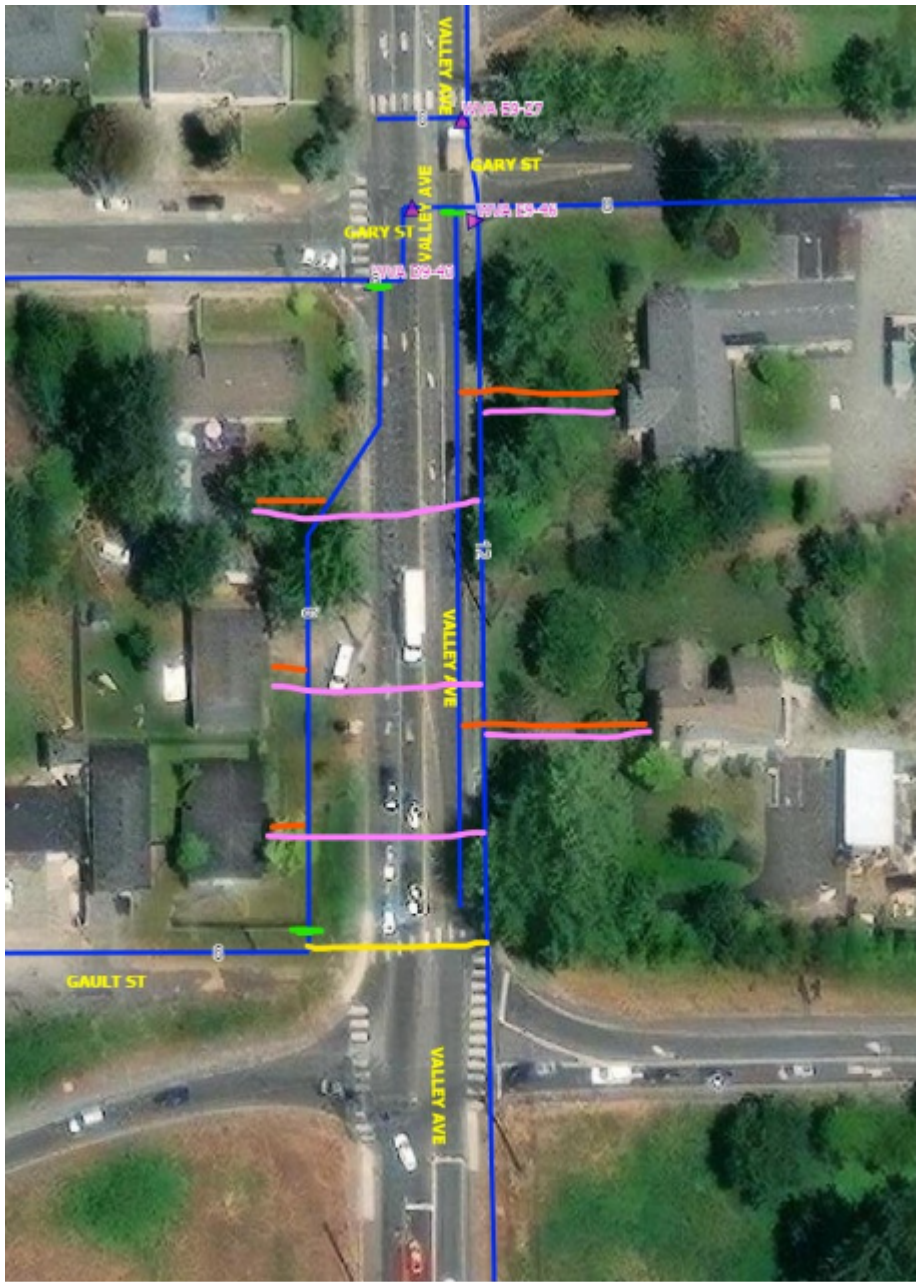


Exhibit A1

Figure 2 – North of SR410



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

Figure 3 – South of SR410

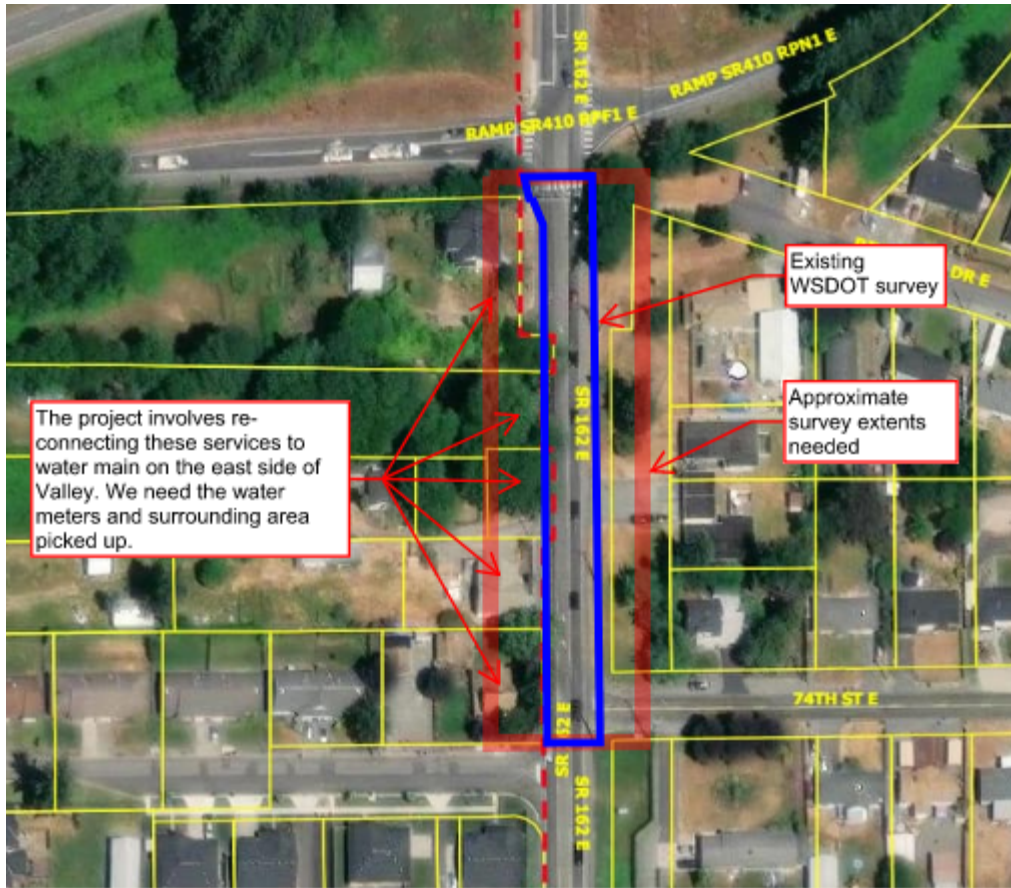


Exhibit A1

Figure 4 – South of SR410

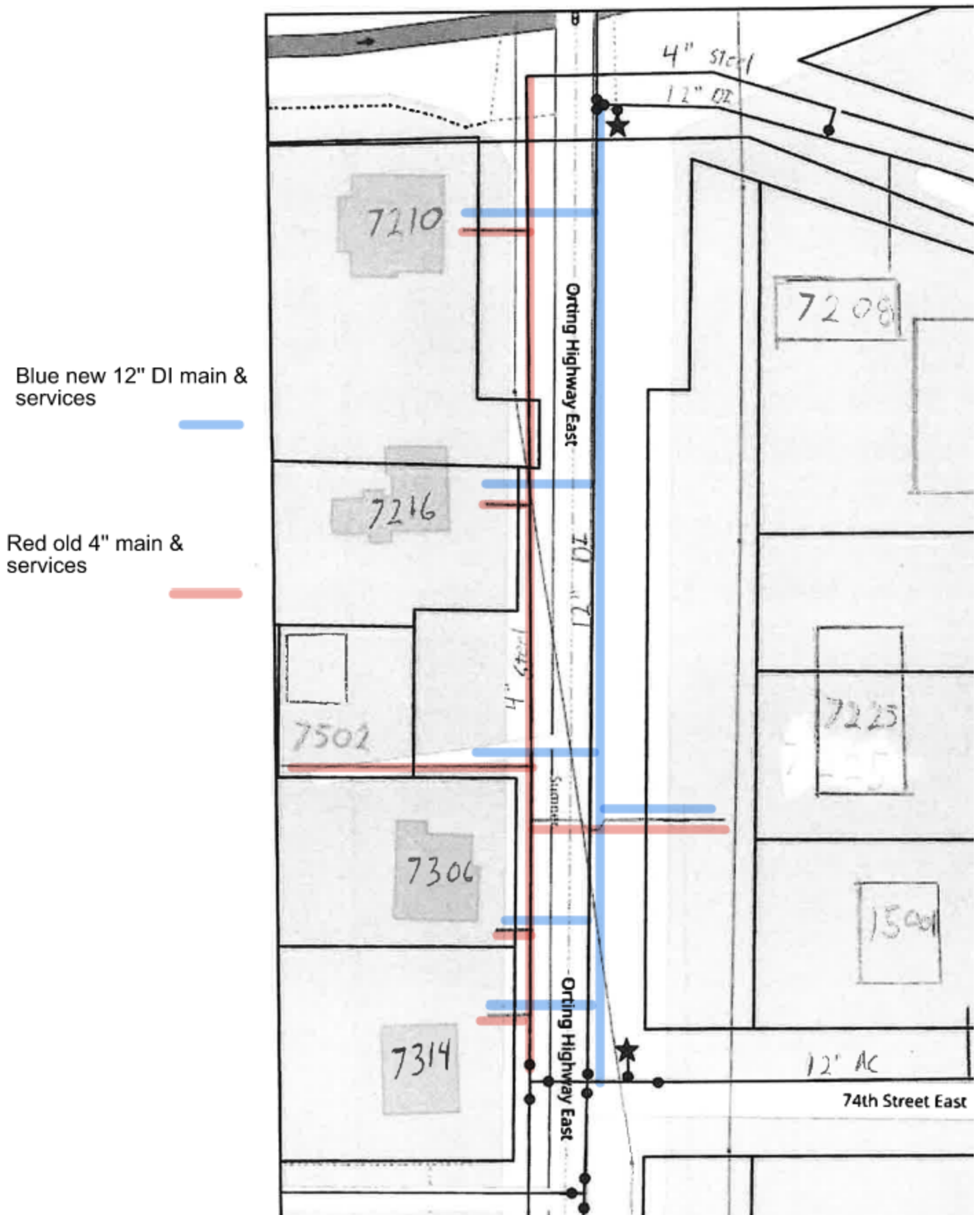


EXHIBIT B
COST COMPUTATIONS

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

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

(4) Apprentices and trainees.

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

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

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

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

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with federal antidiscrimination laws, including the Equal Employment Opportunity regulations as currently written or subsequently modified or repealed.

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

SUBJECT: Approval of the checks and electronic payments in the amount of
[\\$12,230,514.53.](#)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Voucher Cover Sheet

STAFF CONTACT:

SUMMARY BACKGROUND:

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

STAFF RECOMMENDATIONS/MOTION:



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 36734	To: 37083	\$4,045,173.64
Use Tax (paid to WA State Department of Revenue)	6/28/2025	To: 8/5/2025	\$2,478.33
Voided Check(s)	0	And: 0	\$-
Voided EFT(s)	-	To: -	\$-
Voided Wire(s)	-	-	\$-
AP Electronic (EFTs) Payments:	From: 1026	To: 1052	\$6,379,042.65
AP Wire(s):	From: 15449	To: 15455	\$8,032.94
Payroll & Benefits Electronic Payments	From: 7/11/2025	To: 8/7/2025	\$1,783,996.97
Payroll & Benefits Checks	From: 10068	To: 10069	\$11,790.00
		TOTAL	\$12,230,514.53

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the service rendered, or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Sumner and I am authorized to authenticate and certify to said claim.

Kassandra Raymond

Chief Financial Officer

8/6/2025 | 9:46 AM PDT

Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of:

\$12,230,514.53

Signed by:

Patricia Cole

Chair

8/10/2025 | 4:26 PM PDT

Date

8/6/2025 | 9:38 AM PDT

Date

8/6/2025 | 8:55 AM PDT

Date

Member

Barbara Bitetto

Committee Member

SUBJECT: Approval of the Council Meeting minutes from the August 4, 2025, regular council meeting.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - August 4, 2025

STAFF CONTACT: Michelle Converse, City Clerk

SUMMARY BACKGROUND:

Meeting minutes from the previous Council meeting.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Approve as presented.



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

Staff present: Wilson, Ruth, Windish, Moericke, Steffens, Raymond, Leach, Kosa and Converse

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

CALL TO ORDER

Pledge of Allegiance

Invocation

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

CONSENT AGENDA

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

1. Approval of the meeting minutes from July 7th and 21, 2025 regular council meetings, July 7th, 2025, special study session and the 14th and 28th of July study sessions.

PASSED BY VOICE VOTE.

PUBLIC HEARING

1. Transportation Benefit District

Mayor Hayden opened the hearing at 6:04pm, and called on City Administrator Jason Wilson to speak to the topic

Spoke at the Public Hearing:
Mike Herbert, Sumner, WA

With no additional comments from the public, Mayor Hayden closed the Public Hearing at 6:16pm.

REGULAR BUSINESS

1. Unfinished Business

There was none.

2. Public Comment

Robert Lewis – Fryar Avenue

Nick Biermann – Parker Road

Tina Burnett – Sumner

Melody Adams-Forsstrom – Traffic Avenue

Kim Foster - Gig Harbor

Melissa Fox – Spanaway

Mark Malcom – Guptil Avenue

Nancy Dressel – Port Orchard
Scarlett Gowing – Port Orchard
Amie Rang – Pacific Avenue
Adeline Rang – Pacific Avenue
Randall Adams – Sumner
Jerry Yoder – Sumner
Amanda Henderson – 162nd Avenue East
Casey Henderson – 162nd Avenue East
Laura Hendricks – Sumner
Gary Rang - Sumner

3. New Business

There was none.

4. Reports

a. Council

Councilmember Bitetto reminded everyone to vote in the primary. There is a concert at Loyalty Park on Saturday, August 9, beginning at 6:30pm.

Deputy Mayor Bowman reported on a meeting that she attended with South Sound Affordable Housing. She also met with the Director of the Sumner Food Bank and shared statics on service levels in our community. She encouraged residents to volunteer, noting that the need is great. She ended her comments with her thoughts on the Ryan House and appreciated the comments made by community members.

Councilmember Clerget spoke about the Ryan House and reminded the public of the Ryan's wishes when the house was torn down. He also thanked staff for their continued support to the Council during this process.

Councilmember Cole had no comments tonight.

Councilmember Elfers reported on attending the Pierce County Regional Council meeting. He also participated in the Joint Advisory Committee with the City of Bonney Lake regarding the Wastewater Treatment Facility, noting there is significant work underway. He concluded his remarks by sharing his thoughts on the Ryan House, expressing his hope that residents and the City can move past fighting, lawsuits, and disrespect to find a solution that everyone can appreciate.

Councilmember Kenna shared information on the Bonney Lake Sumner School District Back to School Grab and Go Resource Fair Events and Red Canoe Credit Union school supply drive. August 20th is the RAVE event with the Seattle Sounders at Seibenthaler Park. He acknowledged that, due to his short tenure on the Council, he has been working to catch up on many community issues. He stated that he will continue to have hard conversations and work to earn the trust of his constituents.

Councilmember Reinke spoke about the Ryan House, noting that he has not been on the Council long enough to warrant the level and amount of criticism he and other newer Councilmembers have received for decisions made by previous members. He acknowledged that moving forward will not be easy but emphasized the need to do so.

b. City Administrator

City Administrator Jason Wilson shared the following:

Upcoming Policy Issues:

- August 11, 2025 – Study Session is cancelled
- August 18, 2025 – Regular Council Meeting
 - 166th Ave E Widening & Improvements - Consultant Agreement Supplement
 - City Hall EV Chargers – PSE Contract
 - Consultant agreement supplement for Thompson Strategic Consulting for the White River Restoration
 - White River Restoration - Design Consultant Contract Amendment NSD
 - A resolution adopting an Interlocal Agreement with the City of Auburn related to the White River Project
 - Water System Improvements – Design Consultant Agreement Supplement
 - Ordinance 2932 – Updating Business License Exemption Threshold
 - Ordinance Assumption of Transportation Benefit District

Commission Updates:

- Thursday at 6pm the Planning Commission will be considering a zoning code text amendment related to creating a Manufactured Home Park Overlay Zone. This item is scheduled to come to Council in September.

Miscellaneous:

- This Saturday come out to Loyalty Park for the Chalk Art Festival. This all-ages event is free to participate in and starts at 4pm. No registration is needed—just shop up, grab some chalk, and transform the pavement into your canvas. Prizes will be awarded for various age groups. After the Chalk Art Festival, the final Music Off Main featuring group 90's Rewind starts at 6:30, and there will also include food trucks.

c. Mayor

Mayor Hayden shared the Music off Main schedule. The Night Market is every Wednesday night from 5:00pm to 7:00pm,

EXECUTIVE SESSION

There was no Executive Session tonight.

ADJOURNMENT

With no additional business before the council, Mayor Hayden adjourned the meeting at 6:44pm. Councilmembers concurred.

ATTEST:

Michelle Converse, CMC, City Clerk

Kathy Hayden, Mayor

SUBJECT: Ordinance No. 2935 - Assuming Leadership of Sumner's Transportation Benefit District

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Presentation
2. Ordinance No. 2935 - Assuming Leadership of Sumner's Transportation Benefit District

STAFF CONTACT: Carmen Palmer, Communications Director

SUMMARY BACKGROUND:

In making difficult priority decisions for the 2025-2026 Biennial Budget, road maintenance did not get funded as high as staff or council would have preferred. As an alternative funding source for street maintenance, the City Council asked staff to review the process for a Transportation Benefit District (TBD) in 2025. The State established TBDs as a funding mechanism local governments could use for a number of reasons, the most popular being roadway maintenance. Many cities in Pierce County established TBDs and have been utilizing them for quite a few years.

In February and March, Council reviewed the process for forming and funding a TBD as well as the benefits and drawbacks. They asked staff to proceed with formation. The State outlines a three-step process for TBDs:

- 1) A City must form the new district. (The ordinance to form the new district is earlier on this agenda.)
- 2) The City may have their Council assume leadership of the district rather than having a separate board or process, which requires a public hearing.
- 3) The City must decide how it's going to fund the district from the variety of choices outlined by State law.

With this ordinance, the Sumner City Council will amend code to assume leadership of Sumner's Transportation Benefit District (TBD), which was formed in July 2025.

Per MRSC:

"Any city or county that forms a TBD with boundaries that are coterminous with the boundaries of the city or county may 'assume' all of the TBD's rights, powers, functions, and obligations, with the result that the TBD ceases to exist as a separate legal entity (Chapter 36.74 RCW).

The city or county legislative authority must first hold a public hearing according to the requirements of RCW 36.74.020-.030. If, after the hearing, the legislative authority determines that 'public interest or welfare would be satisfied by the assumption of the TBD, it passes an ordinance or resolution that abolishes the TBD governing body and vests the city or county legislative authority with all the rights, powers, functions, and obligations that the TBD governing body possessed."

Although this step is not required to form and fund a TBD, most other cities that have established TBDs have also assumed their powers. The Council held a public hearing on this topic on August 4, 2025.

COUNCIL COMMITTEE/STUDY SESSION: Multiple Study Sessions and Public Hearing MEETING/STUDY SESSION DATE: 8/4/2025 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance 2935, assuming leadership of Sumner's Transportation Benefit District.

Assuming Leadership of a Transportation Benefit District

August 18, 2025



Why Assume?

With Assumption

- Council is the leadership board for the TBD as well.
- TBD business decisions can be made at Council meetings.
- Reporting is cleaner for Finance.
- More efficient and predictable.

Without Assumption

- Council or other group may lead the TBD.
- TBD business decisions must be held at separate meetings.
- Could be more confusing to the public.

Public Engagement

OTHER ENGAGEMENT

- Study Sessions (Feb & March)
- Spring Open House 4/15
- Public Notice - Forming 6/24
- Website Homepage post 6/25 to present
- Public Hearing - Forming 7/7
- Print newsletter – mid-July to present
- Action – Forming 7/21
- Setting Public Hearing – Assumption 7/21
- Public Notice – Assumption 7/23 & 7/30
- Public Hearing – Assumption 8/4

SUMNER CONNECTS PAGE

Only comments were spam (“1” and “555”)

Highlights



Process from Here

☒ **Form the TBD**

Public Hearing 7/7

Ordinance (Formation)
7/21 Council Mtg



Assume the TBD

☒ Resolution setting
Public Hearing 7/21

☒ Notice 7/23 & 7/30

☒ Public Hearing
8/4 Council Mtg

**- Ordinance
(Assumption)
8/18 Council Mtg**



Funding the TBD

- Ordinance
(Funding)
9/15 Council Mtg

Collection Goal: beginning in 2026

ORDINANCE NO. 2935
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY OF SUMNER, WASHINGTON, AMENDING SMC 12.110 FOR THE COUNCIL TO ASSUME THE RIGHTS, POWERS, FUNCTIONS AND OBLIGATIONS OF SUMNER'S TRANSPORTATION BENEFIT DISTRICT (TBD).

WHEREAS, the Sumner City Council adopted Ordinance 2931 creating the Sumner Transportation Benefit District with the same boundaries as the City limits; and

WHEREAS, RCW 36.74 provides that "Any city or county in which a transportation benefit district has been established pursuant to chapter 36.73 RCW with boundaries coterminous with the boundaries of the city or county may by ordinance or resolution of the city or county legislative authority assume the rights, powers, functions, and obligations of the transportation benefit district in accordance with this chapter."; and

WHEREAS, the City of Sumner held, after publishing the required public notice, a public hearing on the proposed assumption of the rights, powers, functions and obligations of the Sumner Transportation Benefit District on August 4, 2025; and

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

Section 1. Purpose. The purpose of this Ordinance is for the Sumner City Council to assume leadership of Sumner's Transportation Benefit District pursuant to RCW 36.74.010 and RCW 36.74. The City Council finds it is in the public interest to provide funding for the purposes of ongoing transportation improvements that preserve, maintain, and as appropriate, and have the Transportation Benefit District cease to exist as a separate entity, consistent with Chapter 36.74 RCW.

Section 2. Transfer and Assumption of Board Powers. The governing body of the Transportation Benefit District, established by Ordinance 2931, is hereby abolished and the Sumner City Council assumes and is vested with all the rights, powers, immunities, functions, and obligations of the Transportation Benefit District Board.

Section 3. Amendment of City Code. Section 2 of Ordinance 2931, and SMC 12.110.020, Governing Board, are amended to read as follows:

12.110.020 Governing Board.

- A. The governing board or "Board" of the transportation benefit district shall be the Sumner City Council ~~acting in an ex-officio and independent capacity~~, which shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW.
- B. The treasurer of the transportation benefit district shall be the City's Chief Financial Officer or Finance Director.
- C. The Board shall develop a material change policy to address major plan

changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1).

D. The Board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2).

Section 4. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 5. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary consisting of the title.

Section 6. 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 7. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

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

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Andrea Marquez, City Attorney

Date Adopted: XXX XX, 2025
Date of Publication: XX XX, 2025 Online / XX ZZ, 2025
Effective Date: XX, XX, 2025

SUBJECT: Ordinance 2932 - Updating Model Business License Exemption Threshold

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance 2932 - Updating Model Business License Exemption Threshold

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

In 2018, RCW 35.90 was adopted and required all cities to adopt a model business license ordinance, including adopting a minimum income threshold for when an out-of-city business would need to acquire a Sumner business license. The original threshold value was \$2,000/year. Recently, that model ordinance was updated, increasing the exemption threshold to \$4,000 and including mandatory inflationary language so that the threshold can appropriately increase over the course of the next four years. This ordinance updates Sumner's Business License code (SMC 5.04) to address the new threshold values. The \$4,000 exemption will become effective on January 1, 2026, but staff are proposing that it be adopted promptly as the City is required to provide the state Department of Revenue with no less than 75-days' notice of the adoption of this ordinance prior to its effective date.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 8/7/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Adopt ordinance 2932 increasing the model business license exemption threshold from \$2,000 to \$4,000 as required by RCW 35.90.

**ORDINANCE NO. 2932
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, UPDATING SUMNER MUNICIPAL CODE 5.04.070 THE MODEL
BUSINESS LICENSE EXEMPTION THRESHOLD.**

WHEREAS, RCW 35.90 was adopted in 2018 and required Washington cities to adopt a model business license ordinance, including the mandatory minimum threshold exemption for out-of-city businesses; and

WHEREAS, the model ordinance has now been updated to increase the exemption threshold from \$2,000 per year to \$4,000 per year for out-of-city businesses; and

WHEREAS, the City is required to adopt the increased minimum threshold, together with mandatory inflationary increases, no later than January 1, 2026 – the effective date of the new threshold.

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

Section 1. SMC 5.04.070(A) “Exemptions” is amended as follows:

Upon approval of the director and further provided that all other provisions of this chapter are complied with, including without limitation the requirement to obtain and maintain a current business license, the requirement to pay license fees shall not apply to the following:

A. Beginning January 1, 2026, aAny person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$~~24~~,000 and who does not maintain a place of business within the city shall be exempt from the general business license requirements in this chapter. The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index (“CPI”) for “West Urban, All Urban Consumers” (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase using each 12-month period ending on June 30 of each prior year, and rounded to the nearest \$100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis. ~~This~~ exemption does not apply to regulatory license requirements or activities that require a specialized permit;

B. Nonprofit organizations as defined in SMC 5.04.020, including but not limited to religious, civic, charitable, benevolent, nonprofit, cultural or youth organizations which has received tax-exempt status under IRC 501(c)(3), 26 USCA 501(c)(3), as adopted or amended; provided, that a nonprofit organization or corporation shall be required to complete the license application form;

C. Any instrumentality of the United States, state of Washington, or any political subdivision thereof, with respect to the exercise of governmental functions;

D. Any farmer or gardener who sells, delivers or peddles any fruit, vegetables, berries, butter, eggs, or any farm produce or edibles raised, gathered, produced or manufactured by such person; provided, that this exemption shall not apply to any person selling, delivering or peddling any dairy products, meat, poultry, eel, fish, mollusk or shellfish;

E. Persons engaged in irregular, casual activities such as babysitting, delivery of newspapers, casual lawn mowing, casual car washing, and other similar activities or minors engaged in a de minimis entrepreneurial venture on private residential property including, but not limited to, a lemonade stand;

F. Persons engaged in commerce using an Internet website, hobbyists, and crafters who engage in sales that do not involve home visits or physical location in the city; and

G. Businesses that do not have a physical location within the city that are selling merchandise or soliciting services as a registered attendee at a permitted special event as described in chapter 12.52 SMC, or a trade show occurring solely on private property. Services rendered outside of the special event or trade show are not exempt from licensing and shall comply with all other sections of this chapter; and

H. Businesses meeting all of the following criteria:

1. Having no salespeople soliciting sales within the city;
2. Having no installers or contractors working within the city;
3. Having no offices, warehouses or other physical location(s) within the city; and
4. Having no inventory located within the city. (Ord. 2657 § 6, 2018: Ord. 2470 § 3 (part), 2014; Ord. 2225 § 1 (part), 2007)

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

Section 3. Effective Date. This threshold increases in this ordinance shall become effective January 1, 2026.

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

Section 5. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

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

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Andrea Marquez, City Attorney

Date Adopted: *XXX XX, 2025*
Date of Publication: *XX XX, 2025 Online / XX ZZ, 2025*
Effective Date: *XX, XX, 2025*

SUBJECT: Ordinance 2933 - Amending Sumner Municipal Code 13.20.040 for Sewer Winter Averages

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance 2933 - Amending SMC 13.20.040 Sewer Utility Rates

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:

Residential sewer bills in Sumner are calculated by using a Winter Average. Typically, in the winter, the water that is being used enters the sewer system as opposed to summer water use for irrigation, washing cars or filling swimming pools. As part of our latest utility rate study, our consultants analyzed residential water consumption, and it was recommended that we adjust the timeframe used in calculating the Winter Average.

This ordinance changes our Winter Average calculation by reducing it from 6 months to 5 months by excluding water used in mid/late April and early May.

Our residential meters are not always read at the same time of the month, so the terminology has also been updated to reference a read month rather than a consumption period.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee MEETING/STUDY SESSION DATE: 8/7/2025 COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Approve Ordinance 2933 - Amending Sumner Municipal Code 13.20.040 for Sewer Winter Averages

ORDINANCE NO. 2933
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING SMC 13.20.040 SEWER UTILITY RATES.

WHEREAS, The City was established a Winter Average program for billing residential sewer accounts; and

WHEREAS, the City desires to amend what monthly water consumption is included in that Water Average calculation.

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

Section 1. Sumner Municipal Code Section 13.30.040 is hereby amended as follows:

The monthly rate for each property/building connected to the city's sewer system, effective January 1, 2011, shall be as follows, unless otherwise required by this chapter:

A. Each single-family residence connected to the sewer system shall pay the minimum monthly rate plus the volume charge for each 100 cubic feet of water used each month above 500 cubic feet as measured by the water meter. Said rates and charges are presented in the Sumner utility rate and fee schedule available at City Hall and the city's website. The monthly sewer consumption rate shall be based on the average winter usage using the **December, January, February, March and April monthly meter readings** ~~months of mid-November through mid-May~~. The June billing will be based on this average winter usage and will remain the amount billed until the following June billing when it will be recalculated based on the previous six-month average.

B. Each multifamily dwelling unit connected to the sewer system shall pay the minimum monthly rate per each dwelling unit plus the volume charge for each 100 cubic feet of water used each month above 400 cubic feet times the number of dwelling units as measured by the water meter. The monthly sewer consumption rate shall be based on the average winter usage using the **December, January, February, March and April monthly meter readings** ~~months of mid-November through mid-May~~. The June billing will be based on this average winter usage and will remain the amount billed until the following June billing when it will be recalculated based on the previous six-month average.

C. All nonresidential customers (commercial, industrial, institutional, etc.) connected to the sewer system shall pay the minimum monthly rate per each equivalent residential unit (ERU), as defined in SMC 13.16.030, assigned to it plus the volume charge for each 100 cubic feet of water used each month above 500 cubic feet times the number of ERUs as measured by the water meter. There will be no winter averaging for these customers.

D. Rates for sewer service outside the city limits shall be set as a flat rate as adopted by the utility billing fee schedule.

E. If a single-family residential customer relocates to a new single-family house inside the city sewer service area, the previously established consumption average will be applied to the new address until the average is recalculated. A residential customer (either single-family or multifamily) who does not have three complete, consecutive bills at the time of recalculation of

the consumption average will be assigned the system average of 700 cubic feet for their classification. Closing or partial bills will not be included in the calculation of the consumption average.

F. There will **typically not** be ~~no~~ adjustments to residential sewer bills using the winter averaging for the intentional use of water such as irrigation, the filling of swimming pools, ponds, hot tubs or similar activities during the ~~winter months of mid-November through mid-May~~ when the averaging is determined. (Ord. 2912 § 1, 2024; Ord. 2529 § 2 (part), 2015; Ord. 2356 § 3 (part), 2011; Ord. 2333 § 1 (part), 2010; Ord. 2234 § 1, 2007; Ord. 2048 § 1, 2003; Ord. 2032 § 1 (part), 2002)

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

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

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

Section 5. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

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

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Andrea Marquez, City Attorney

Date Adopted:

XXX XX, 2025

Date of Publication:

XX XX, 2025 Online / XX ZZ, 2025

Effective Date:

XX, XX, 2025