



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

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

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

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CALL TO ORDER

COMMITTEE BUSINESS

1. Wastewater Treatment Facility Biosolids Modernization — Design Consultant Contract Amendment
2. Wastewater Treatment Facility Biosolids Modernization — Construction Management Contract Award
3. Stewart Road Intelligent Transportation Systems - Consultant Contract Award
4. Variable Frequency Drive Replacement - Goods & Services Contract
5. White River Restoration Project - Construction Management Consultant Supplement
6. Ordinance 2950 - Updating SMC 15.08 Establishing Means of Appeal

REPORTS

1. Project Status Report

ADJOURNMENT

SUBJECT: Wastewater Treatment Facility Biosolids Modernization — Design
Consultant Contract Amendment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,126,000.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Consultant Contract Amendment w/Scope & Fee

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:

The City of Sumner, in conjunction with the City of Bonney Lake, operates a Wastewater Treatment Facility (WWTF) that produces a Class A Biosolid that allows for a relatively cost-effective disposal of biological waste materials from the WWTF process. The dryer used in the creation of the Class A biosolid is approaching the end of its service life.

Gray and Osborne Inc., was selected to provide consulting services through a qualification-based selection process in November 2021. This supplement adds funding for additional design of project elements that were not originally scoped in the project, as well as design support through the duration of construction. The original contract amount plus Supplement #2 was \$779,550.00, and this supplement adds an additional \$1,126,000.00, for a total contract amount of \$1,905,550.00.

<p>COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 11/4/2025 COMMITTEE RECOMMENDATION: Do Pass</p>

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Gray & Osborne, Inc.'s Consultant Services Contract for the WWTF Biosolids Modernization Project (CIP 21-17), increasing the contract amount by \$1,126,000.00 to a total authorized amount not-to-exceed \$1,905,550.00, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 3

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Gray & Osborne, Inc.**

CONTRACT NAME & PROJECT NUMBER: **WWTF Biosolids Modernization (CIP 21-17)**

ORIGINAL AGREEMENT DATE: **January 25, 2022**

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

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

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

See attached Exhibit A & Exhibit B.

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>	\$79,600.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$699,950.00
Current Contract Amount <i>including all previous amendments</i>	\$779,550.00
Current Amendment Sum	\$1,126,000.00
Applicable WSST Tax on this Amendment	\$0.00
Revised Contract Sum	\$1,905,550.00

Original Time for Completion (insert date)	1/31/2022
Revised Time for Completion under prior Amendments (insert date)	12/31/2025
Add'l Days Required (±) for this Amendment	730 calendar days
Revised Time for Completion (insert date)	12/31/2027

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

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

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

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

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

EXHIBIT A

SCOPE OF WORK

CITY OF SUMNER WASTEWATER TREATMENT PLANT BIOSOLIDS MODERNIZATION PROJECT CONSTRUCTION ADMINISTRATION SERVICES

The City of Sumner will soon open bids for the Wastewater Treatment Plant Biosolids Modernization project. We understand that on-site inspection and Construction Management will be provided by Akana and that Gray & Osborne will be contracted separately by the City to provide Construction Administrations Services in support of AKANA's on-site Construction Management Services for this project. Based on our understanding of the project, this scope of work presents the professional engineering services that Gray and Osborne proposes to provide during the construction of this project. Included in the proposed services is the development of the control descriptions and control programming services for the new supervisory control and data acquisition (SCADA) system for modifications to the existing and installation of the new facilities. The construction schedule allows 390 working days to substantial completion and 40 additional working days to physical completion with construction expected to begin in January 2026. This scope of work includes work required before construction starts, during construction, project closeout, and on-call services after construction, and is described in more detail below. This scope also includes additional design services that were outside of the scope outlined in the scope of work for the design services contract. The estimated cost for these construction administration services is shown in Exhibit B.

SCOPE OF WORK

ADDITIONAL DESIGN SERVICES

Task A-1 – Facility Plan Amendment 3 Revisions

Subsequent to completing the Facility Plan Amendment 3, the City elected to incorporate a number of other elements into the Project. These included replacement of the existing internal recycle pumps and anoxic zone mixers in Aeration Basins 1 and 2 and replacement of the existing UV effluent disinfection system. The Facility Plan Amendment 3 was updated to include these process elements along with revisions to the construction and operation and maintenance costs. The updated Facility Plan Amendment 3 was then submitted to the Department of Ecology for approval, with approval received on August 8, 2025.

Task A-2 – Prepare Record of Survey for East Property Line

At the City’s request, Gray & Osborne provided additional survey services and prepared a Record of Survey the northerly portion of New Lot “A” Sumner BLA No. PLN 2014-0044 AFN 201501065005.

Task A-3 – Pre-procurement Specifications, Contract Negotiations and Submittal Review

- A. The pre-procurement process required significantly more effort than originally scoped. This effort included additional negotiations between the City and Komline Sanderson prior both parties executing the Contract.
- B. The original scope included a single thermal fluid heater. Significant effort was expended pursuing the initial concept of a single thermal fluid heater with a dual ring burner capable of simultaneously firing natural gas and digester gas. Komline-Sanderson and their thermal fluid heater supplier ultimately did not agree to utilize this technology and the project scope was expanded to include a second thermal fluid heater, each capable of utilizing either natural gas or digester gas.
- C. This also includes additional time for reviewing Komline-Sanderson preliminary equipment and process and instrumentation diagrams. The submittal review process included several iterations beyond those originally scoped. This work also includes multiple revisions to the Contract Plans to reflect changes in the Komline-Sanderson supplied equipment as the physical layout and size/configuration of this equipment was modified throughout the submittal review process.

Task A-4 – Design Revisions to Accommodate Second Thermal Fluid Heater

When originally scoped it was assumed that the single thermal fluid heater would be located in the Solids Handling Building expansion on the south side of the existing Biosolids Haul Truck Loading Bay. The addition of a second thermal fluid heater to meet project goals necessitated expanding the existing Solids Handling Building to the West beyond the existing generator room and relocating the generator further to the West. This change also necessitated the design of below grade pipe trenches to route thermal fluid piping between the thermal fluid units and the biosolids dryer.

Task A-5 – Design of Temporary Biosolids Haul Truck Loading Bay

The original scope for design services assumed that the existing Biosolids Haul Truck Loading Bay would be modified and serve as the permanent haul truck loading bay. The need to accommodate a second thermal fluid heater required the design of a new

Biosolids Haul Truck Loading Bay on the south side of the Solids Handling Building expansion. As a result, design of a temporary haul truck loading bay on the east side of the existing Solids Handling Building was required to allow demolition of the existing loading bay.

Task A-6 – Design of New Biosolids Haul Truck Loading Bay and Truck Scale

The original scope for design services assumed that the existing Biosolids Haul Truck Loading Bay would be modified and serve as the permanent haul truck loading bay. The need to accommodate a second thermal fluid heater required the design of a new Biosolids Haul Truck Loading Bay on the south side of the Solids Handling Building expansion. As a result, design of a new Haul Truck Loading Bay on the south side of the Solids Handling Building Expansion. The design for the new Haul Truck Loading Bay also included design of an inground truck scale in lieu of the planned slab on grade mounted truck scale.

Task A-7 – Puget Sound Energy Grant Application

This additional work included review of historical digester gas and natural gas use to develop projections for the anticipated natural gas savings that will be realized through utilizing digester gas in lieu of natural gas for the new biosolids dryer. This included developing projections for natural gas and power savings under startup conditions through the 20-year planning period when compared to the existing dryer.

Task A-8 – Replacement of Plant Drain Pumps in Plant Drain Pump Station 1

The additional design work included the replacement of the existing pumps in Plant Drain Pump Station 1 with new pumps equipped with variable frequency drives (VFDs) to allow the flow from Plant Drain Pump Station 1 to be modulated to match flow to this pump station and eliminate cycling of this pump station and the associated impact on the treatment process.

Task A-9 – Replacement of the Existing Thickened Primary Sludge Pumps

This additional design work included the replacement of the existing rotary lobe thickened primary sludge pumps with a new progressing cavity thickened primary sludge pump.

Task A-10 – Installation of Sludge Grinder at Digested Sludge Pumps

This additional work included design of an in-line grinder on the suction side of the new/existing digested sludge pumps.

Task A-11 – Modifications to Aeration Basins 1 and 2

This additional design work included replacement of the existing internal recycle pumps and anoxic zone mixers in Aeration Basins 1 and 2. The new anoxic zone mixers will match the existing mixers in Aeration Basin 3.

Task A-12 – Replacement of Weir Troughs in Secondary Clarifier Splitter Box

This additional design work included replacement of the existing corroded aluminum weir troughs in the Secondary Clarifier Splitter Box with new stainless steel weir troughs.

Task A-13 – Replacement of Existing UV Effluent Disinfection System

This additional design work included the replacement of the existing UV effluent disinfection system with a new effluent disinfection system including replacement of the four existing UV banks, power distribution centers, hydraulic systems control center and control panel. This work also included replacement of the existing UV channel inlet and outlet motor operated gates with new motor operated gates. Additionally, the two sluice gates in the UV structure inlet box will be removed and concrete infill will be installed to minimize settling in this structure.

Task A-14 – Design of New Plant Entrance Area

This additional design work included the design of improvements to the treatment plant entrance. These improvements include design of new automated vehicle and man gates and associated security fencing, design of a new hammerhead turnaround and associated retaining wall, design of new landscaping and irrigation systems in this area.

Task A-15 – Building and Site Security Systems

This additional work includes design of new building and site security systems to align with City standards at other locations and within the treatment plant. Design of the new security systems are based on the requirements of the City's selected security system provider.

Task A-16 – Additional Project Meetings

This includes additional project meetings beyond those included in the original project scope. For a variety of reasons this project extended beyond the original project timeline necessitating 12 additional project meetings.

CONSTRUCTION ADMINISTRATION SERVICES

Task B-1 – Project Management

Provide project management to supervise the engineering team, coordinate with Akana and City staff, and prepare monthly invoices. Manage, schedule and coordinate the activities of subconsultants provided by G&O to assist with construction monitoring and an electrical subconsultant to review submittals, assist with construction inspection and program the PLC, supervisory control and data acquisition (SCADA) system and Network Switches. Communicate with the Akana to schedule and coordinate site visits and services by these subconsultants on an as-needed basis, and collect and distribute any field reports prepared by these subconsultants.

Task B-2 – Preconstruction Conference

Attend a preconstruction conference with City staff, Akana and the selected Contractor to establish administrative procedures for the project.

Task B-3 – Attend Construction Meetings

Attend regular construction meetings on periodic basis. A total of 25 on-site construction meetings have been assumed.

Task B-4 – Conduct Additional Site Visits

Conduct site visits in addition to the site visits listed in Task 3, as required. We have assumed that 15 additional person-site visits will be required for special inspections or other reasons not listed in other tasks. A total of 10 additional site visits have been assumed.

Task B-5 – Review Construction Schedule

Review the Contractor's construction schedule and provide comments to Akana. Assist City and Akana staff with identifying critical submittals and coordinating delivery of equipment to be provided by Komline-Sanderson.

Task B-6 – Prepare and Distribute Conformed Contract Documents

Prepare conformed plans and specifications including all addenda for the project and distribute to the Contractor, City and Akana.

Task B-7 – Review Shop Drawings and Submittals

- A. Review final submittals included in Komline-Sanderson’s scope of supply.
- B. Review shop drawings and material and equipment submittals for compliance with design intent and general conformity to the contract drawings and specifications.
- C. Distribute submittal review including manufacturers’ literature, shop drawings, design calculations, test reports, and equipment manuals to Akana for distribution to the Contractor and the City.
- D. Review Contractor’s schedule of values as a basis for monthly pay estimates.

Task B-8 – Update Conformed Drawings Based on Komline-Sanderson’s Final Submittals

Update conformed drawings based on Komline-Sanderson’s final submittals and shop drawings. We recognize that the submittals received during the Komline-Sanderson pre-construction services phase did not include final drawings for the thermal fluid heaters, thermal fluid pump skid, thermal fluid cooler and thermal fluid catch tank. Some drawing updates to these equipment layouts and the interconnecting piping will be required to update the conformed drawings to reflect the final arrangement of this equipment.

Task B-9 – Respond to RFIs/Clarify Design Intent

Respond to the Contractor’s Requests for Information (RFIs) and provide interpretation of the contract specifications and drawings, which address and clarify design intent. Prepare supplementary sketches or drawings to clarify conditions. Maintain records of telephone meetings concerning design intent. We have assumed a total of 60 RFIs.

Task B-10 – Coordination with Manufacturer Representatives

Assist the CM team with coordination and meet with manufacturer’s representatives regarding equipment functionality and integration into the process train and control system.

Task B-11 – Review of Manufacturer’s Operation and Maintenance Manuals and Test Reports

Review manufacturer operation and maintenance manuals and test reports for compliance with contract documents and design intent.

Task B-12 – Evaluate Change Orders

Assist Akana to estimate the added or reduced cost of changes during construction to be used in negotiation of contract change orders as directed and in the best interests of the City. Provide engineering design for change orders, if required. Assist Akana with evaluating the impact of change orders on the construction schedule and recommendations for eligible time extensions.

Task B-13 – Conduct Final Inspections

Participate in substantial completion inspections and assist Akana with developing punch lists, reviewing compliance, and recommendations for acceptance by the City. Assumes two site visits for final inspections.

Item B-14 – Commissioning, Startup and Training

- A. Observe and assist the Contractor with commissioning of process and electrical equipment. This includes coordinating with the Contractor for the commissioning of the PLC and SCADA system in conjunction with the electrical and process equipment. Coordinate with the Contractor for configuration of the VFDs to communicate over the SCADA communications network.
- B. Install and configure the HMI computers purchase by the City. Commission and modify the SCADA system to control the plant.
- C. Assist the treatment plant operations staff with the initial startup of the new facilities, including on-site training for the process control and system operation of the new wastewater treatment plant systems.
- D. Monitor the Contractor's compliance with contract startup and training requirements for equipment. Attend and assist at equipment startup and training sessions.
- E. Respond to inquiries and requests for assistance from City operations personnel.

Item B-15 – Operation and Maintenance Manual Update

- A. Update the operation and maintenance (O&M) manual for the Wastewater Treatment Facility in accordance with Ecology WAC 173-240 requirements.

- B. The update is to include both the written the O&M manual and the City's on-line O&M Manual. The updates are to include all information pertaining to the any equipment and instrument changes that are being made as part of the Biosolids Modernization Project.
- C. The update will include completing any revisions to the manual, figures, hyperlinks and descriptions necessary to incorporate changes relevant to the above referenced items. The updated manual will then be provided to the City on a flash drive, as well as one updated hard copy.
- D. The final updated manual will be submitted the manual to Ecology for review and approval. Provide four copies of the final, bound, updated manual to the City.

Item B-16 – Prepare Record Drawings

Prepare reproducible record drawings from marked up sets of drawings and AutoCAD files maintained and prepared by the Contractor and reviewed by the Resident Inspector. Furnish the City one full size and two half size printed sets, full and half size PDFs, and AutoCAD files of the record drawings.

Item B-17 –PLC/HMI Programming and Testing

- A. Develop detailed written descriptions of the control algorithms that will serve as the basis for the SCADA system programming.
- B. Provide PLC and HMI programming services for the treatment plant SCADA system, including observation of shop and field tests, troubleshooting of equipment and software, development of the HMI screens, and preparation and documentation for incorporation into the operation and maintenance manual.

Item B-18 – Ongoing Support and Training Services

Provide on-call consultation services to the City's operations staff during the initial year of operation to assist staff with process control and system operation of the completed plant. Assist City personnel with startup, operational, and warranty issues as they arise during this period. Provide additional SCADA system training and support services as requested by the City.

CONTRACT DOCUMENT PRINTING

Provide five sets of the conformed Contract Specifications and five full-size sets of the Conformed Contract Plans to the Contractor, as required by the specifications.

PROJECT BUDGET

Consultant will complete the scope of service of this work order on a time and materials basis and the cost for the services will not exceed the price shown in Exhibit B without authorization from the City. The level of effort that the Consultant anticipates for the project is presented in Exhibit B.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

**CITY OF SUMNER - WASTEWATER TREATMENT PLANT BIOSOLIDS MODERNIZATION PROJECT
CONSTRUCTION ADMINISTRATION SERVICES**

Tasks	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	Mechanical Engineer Hours	Structural Engineer Hours	Architect Hours	Engineer-In-Training Hours	CADD/GIS Technician Hours	Professional Land Surveyor Hours	Field Survey Crew Member Hours
Additional Design Services										
A-1 Facility Plan Amendment 3 Revisions	24									
A-2 Prepare Record of Survey for East Property Line	2								24	24
A-3 Pre-procurement Specifications, Contract Negotiations and Submittal Review	56		24					24		
A-4 Design Revisions to Accommodate Second Thermal Fluid Heater	40			24	88	40		40		
A-5 Design of Temporary Biosolids Haul Truck Loading Bay	8				48	12		16		
A-6 Design of New Biosolids Haul Truck Loading Bay and Truck Scale	8		16		32	12		16		
A-7 Puget Sound Energy Grant Application	24									
A-8 Replacement of Plant Drain Pumps in Plant Drain Pump Station 1	8		8					16		
A-9 Replacement of the Existing Thickened Primary Sludge Pumps	12		8					24		
A-10 Installation of Sludge Grinder at Digested Sludge Pumps	8		4					8		
A-11 Modifications to Aeration Basins 1 and 2	12		8		40			32		
A-12 Replacement of Weir Troughs in Secondary Clarifier Splitter Box	8				4			16		
A-13 Replacement of Existing UV Effluent Disinfection System	16	24			8			32		
A-14 Design of New Plant Entrance Area	24		52		16			40	6	8
A-15 Building and Site Security Systems	4		12	12		8		12		
A-16 Additional Project Meetings	12		12							
Construction Administration Services										
B-1 Project Management	32									
B-2 Preconstruction Conference	4									
B-3 Attend Construction Meetings	100									
B-4 Conduct Additional Site Visits	40				32					
B-5 Review Construction Schedule	6									
B-6 Prepare and Distribute Conformed Contract Documents	12		18	8	12	8		60		
B-7 Review Shop Drawings and Submittals	80	120	180	56	200	32	48			
B-8 Update Conformed Drawings Based on Komline-Sanderson's Final Submittals	32							60		
B-9 Respond to RFIs/Clarify Design Intent	20	20	40	24	40	24		40		
B-10 Coordination with Manufacturer Representatives	60		20							
B-11 Review of Manufacturer's Operation and Maintenance Manuals and Test Reports	32	80	120	32		12				
B-12 Evaluate Change Orders	16			8	16	12				
B-13 Conduct Final Inspections	16									
B-14 Commissioning, Startup and Training	40	40								
B-15 Operation and Maintenance Manual Update	40	40	180	24			120	120		
B-16 Prepare Record Drawings	32		80	12	40			100		
B-17 PLC/HMI Programming and Testing	40	60								
B-18 Ongoing Support and Training Services	40									
Hour Estimate:	908	384	782	200	576	160	168	656	30	32
Fully Burdened Billing Rate Range:*	\$170 to \$270	\$150 to \$245	\$140 to \$190	\$140 to \$190	\$120 to \$245	\$120 to \$245	\$110 to \$180	\$120 to \$195	\$140 to \$220	\$80 to \$160
Estimated Fully Burdened Billing Rate:*	\$270	\$240	\$160	\$160	\$190	\$235	\$150	\$185	\$210	\$140
Fully Burdened Labor Cost:	\$245,160	\$92,160	\$125,120	\$32,000	\$109,440	\$37,600	\$25,200	\$121,360	\$6,300	\$4,480

Total Fully Burdened Labor Cost:	\$ 798,820
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.70/mile)	\$ 3,150
Printing (Five Sets Specs and Full-Size Conformed Plans)	\$ 7,500
Subconsultants:	
Electrical (Connetix Engineering Inc.)	
Additional Design Services	\$ 23,530
Construction Administration Services	\$ 147,000
SCADA Programming, Commissioning and Startup	\$ 121,000
Ongoing Support and Training	\$ 25,000

TOTAL ESTIMATED COST: \$ 1,126,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

SUBJECT: Wastewater Treatment Facility Biosolids Modernization — Construction Management Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$1,801,756.03

Within Budget Allocation: Yes

ATTACHMENTS:

1. Consultant Contract w/ Scope & Fee

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:

The City of Sumner, in conjunction with the City of Bonney Lake, operates a Wastewater Treatment Facility (WWTF) that produces a Class A Biosolid that allows for a relatively cost-effective disposal of biological waste materials from the WWTF process. The dryer used in the creation of the Class A biosolid is approaching the end of its service life.

Akana was selected to provide construction management services for this project through a qualification-based selection process completed in Summer 2025. A negotiated-hourly-rate agreement with a maximum amount payable of \$1,801,756.03 was negotiated for the construction phase of this project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 11/4/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Akana, in an amount not-to-exceed \$1,801,756.03 for the WWTF Biosolids Modernization Project (CIP 21-17), substantially in a form approved by the City Attorney.

PROFESSIONAL/CONSULTANT SERVICES CONTRACT between the CITY OF SUMNER and

AKANA

THIS CONTRACT is made between the CITY OF SUMNER, a Washington municipal corporation (hereinafter the "City"), and Akana, organized under the laws of the State of Washington, located and doing business at 301 54th Ave E, Suite 101, Fife, WA 98424 (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 \$1,801,756.03 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.
- B. The Consultant shall submit monthly invoices, unless otherwise agreed in writing by the City. The City shall, upon receipt of Consultant's monthly invoice, process payment in accordance with the City's standard payment schedules, but in no event less than forty-five (45) days after receipt of monthly invoice, unless it has provided a written dispute of the invoice (in whole or part) to the Consultant in a timely manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<p>CONSULTANT:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF SUMNER:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Kathy Hayden</u> Its <u>Mayor</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to Form:</p> <p>Attest: _____ Approved as to form: _____</p> <p>_____ City Clerk City Attorney</p> <p>DATE: _____ DATE: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>AKANA Robert Sutton 301 54th Ave E, Suite 101, Fife, WA 98424 253-290-8242 robert.sutton@akana.us</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF SUMNER: Courtney Litrell City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5710 courtneyl@sumnerwa.gov</p>



EXHIBIT A

SCOPE OF WORK/BUDGET

Construction Management Services

September 19, 2025

Sumner WWTF Biosolids Equipment Modernization Project

INTRODUCTION

Akana (CONSULTANT) will provide professional Construction Management (CM) Services for the City of Sumner (CITY). These services will include CM, contract administration, field observation, documentation, and reporting as required during the WWTF Biosolids Equipment Modernization Project. All services will be provided in accordance with the Washington State Department of Transportation’s (WSDOT) Standard Specifications and Construction Manual, as well as applicable City of Sumner Standards.

The WWTF Biosolids Equipment Modernization Project involves comprehensive upgrades to the City’s wastewater treatment facility biosolids handling systems. The existing Biosolids Handling Building will be expanded to accommodate a new indirect biosolids dryer system (with thermal fluid heating) and associated equipment. Major components of the project include installation of the new sludge dryer, replacement of the existing thickening process with a rotary drum thickener, replacement of digested sludge (biosolids) pumps and waste activated sludge (WAS) pumps, upgrades to the dewatering polymer feed system, installation of a new waste gas burner and digester gas treatment system, and installation of a new standby generator with associated electrical and control system upgrades. Construction will take place while the treatment plant remains in continuous operation, requiring careful sequencing, temporary facilities (such as a temporary sludge haul/load-out system), and closely coordinated shutdowns and tie-ins to avoid disrupting ongoing treatment processes. The need to maintain uninterrupted wastewater treatment service, and regulatory compliance during construction adds significant complexity and demands meticulous planning, specialized coordination, and phased construction oversight.

The following scope of services and associated assumptions are based on a planned construction duration of approximately 2 years (around 430 working days of active construction). It outlines the tasks that the Consultant will perform for successful construction management of the project.

General Assumptions:

- The level of service and fee for CM services is based on a project duration of roughly 2 years of active construction (~430 working days). Non-working days or any extended suspensions of work are not included in this duration assumption (services during such periods would be considered additional services). Workdays are assumed to be 8 hours in length.
- The proposed project team will include a full-time on-site Resident Engineer, a full-time Documentation/Office Engineer, and a full-time Construction Inspector throughout the active construction period. Additionally, a Principal-in-Charge and a Project Manager will provide part-time oversight and support. Specifically, it is assumed that Josh Harris (Resident Engineer) will be on site approximately 40 hours per week, Asma Mohamed (Construction Documentation Specialist) approximately 40 hours per week, and Jeremy Jaeger (Construction Inspector) approximately 40 hours per week, for the duration of construction. Rob Sutton (Principal-in-Charge) and Jeff Faunce (Project Manager) will each provide an average of about 4 hours per month for executive oversight, coordination, and quality assurance.
- Akana will create a Record of Materials (ROM) for materials tracking on this project. This includes managing the ROM and scheduling required materials testing in coordination with an independent testing firm. All materials sampling and testing will meet the project specifications and any funding agency requirements.
- The City of Sumner will review and execute the Contractor's bonds, insurance, and construction contract. It is assumed the City will issue the Notice of Award and Notice to Proceed, and handle any contracting formalities, prior to the start of construction activities.
- The Construction Management team will coordinate with the Contractor in support of any public outreach related to construction phasing and impacts; however, the primary responsibility for public communication of schedule and work activities will rest with the Contractor. (The on-site CM staff will address day-to-day inquiries from the public as they arise, but dedicated public meetings or formal outreach campaigns are outside the base scope and would be extra services.)
- Services will be performed in accordance with the contract Plans and Specifications, City of Sumner engineering standards, and all applicable local, state, and federal requirements. The Consultant will ensure that construction is carried out in compliance with any funding program guidelines and regulatory permits.

- Coordination of construction with any franchise utilities or third-party stakeholders (if applicable) will be provided by the Consultant as needed. This includes notifying and liaising with utility providers or neighboring facilities in advance of work that could affect them.
- The CM team will closely coordinate with City WWTF operations staff throughout the project. All critical shutdowns, tie-ins, or process bypass operations needed to install the new equipment will be planned in advance in collaboration with plant operations. This coordination ensures that treatment processes remain operational and in compliance with permit requirements during construction.
- The CM team will monitor compliance with environmental permits and regulations during construction. This includes ensuring adherence to any applicable Department of Ecology requirements (such as NPDES permit conditions for the wastewater plant), air quality and odor control standards, noise ordinances, and stormwater pollution prevention measures. The team will coordinate with regulatory agencies as necessary to prevent and promptly address any environmental compliance issues.

SCOPE OF WORK

TASK 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

Provide overall project management and coordination with the City, including monthly progress reports and invoicing for the CM services. This task covers the administrative and management efforts required to support the project. It will include the following elements:

Contract Administration: Organize and layout the work for the CM project staff. Prepare project-specific instructions on contract administration procedures that will be used during construction (e.g., protocols for correspondence, submittals, approvals, and document control). Maintain a project management plan or checklist to ensure all required tasks are on schedule.

Monthly Invoices and Reports: Review monthly CM labor and expense expenditures and track them against the budget and schedule of CM activities. Prepare and submit monthly project progress reports to the City along with invoices, describing the CM services provided each month. Include summaries of work completed, key issues encountered, and work anticipated for the next period. Also prepare and submit any reporting required by the project’s funding source(s) (if applicable).

Deliverables:

- Monthly invoices accompanied by detailed progress reports summarizing CM activities.

TASK 2 – PRECONSTRUCTION SERVICES

Preconstruction Conference: The Consultant will prepare an agenda for, send out notices of, and conduct a preconstruction conference at the City’s offices prior to the start of construction. The Consultant’s Resident Engineer, Inspector, and Documentation Specialist will attend the preconstruction meeting, along with key City staff (including WWTF operations personnel, as this project occurs on the treatment plant site), the Contractor’s project manager/superintendent, design engineer, and utility representatives as needed. The Consultant will lead discussions with the Contractor concerning project execution, including reviewing the project scope, contract requirements, construction schedule, submittal schedule, pay estimate procedures and cutoff dates, coordination with plant operations, permits, utilities, any unusual conditions, and Federal, State, or local requirements that apply. The Consultant will prepare a written record of the meeting (meeting minutes) and distribute copies to all attendees and other relevant parties after the conference.

Shutdown and Transition Planning: Early in the project (immediately following contract award and at the preconstruction conference), the CM team will initiate detailed planning for necessary shutdowns and cut-overs of existing systems. In coordination with the Contractor and City WWTF operations staff, develop a comprehensive shutdown and tie-in matrix/schedule that identifies each required shutdown or bypass, the duration and timing constraints, and any temporary measures required to maintain continuous treatment service. Ensure that the Contractor provides adequate advance notice for any process interruptions (e.g. 72-hour and 24-hour notices to plant operators prior to a shutdown). The CM team will review the Contractor’s proposed construction phasing and bypass pumping plans to verify they are feasible and will not jeopardize plant operations. All critical tie-ins (for pumps, electrical cut-overs, etc.) shall be discussed in advance, and the Contractor will be required to submit detailed method-of-procedure statements for these activities for review by the CM, City, and design engineer. This proactive planning will help prevent unplanned outages and ensure plant compliance is maintained throughout construction.

Deliverables:

- Preconstruction conference agenda, attendee sign-in sheet, and meeting minutes documenting key discussions and agreements.
- Initial shutdown/tie-in coordination plan or matrix (to be updated by Contractor and CM team as construction progresses).

TASK 3 – CONSTRUCTION SERVICES – FIELD

Construction Observation: The Consultant will provide full-time on-site construction observation throughout active construction. A dedicated Construction Inspector (or multiple inspectors, as needed) will be present whenever the Contractor is working on site, to monitor the work for compliance with the contract requirements. The Inspector will ensure that Daily Inspection Reports and Weekly Working Day Reports are completed promptly and include sufficient detail to assess whether the work is being performed in accordance with the Plans and Specifications. The Resident Engineer will support the Inspector and provide additional coverage as needed, especially during critical work activities or multiple concurrent tasks.

The Inspector may perform the following duties as part of daily activities:

- Observe the technical conduct of the construction operations each day. Maintain day-to-day contact with the Contractor's site superintendent and coordinate closely with City staff (including WWTF operations personnel), utility company representatives, and other stakeholders as needed. Monitor the work to verify adherence to the Contract Documents at all times. The Consultant's field staff will act in accordance with the roles and responsibilities defined in the Contract and the Standard Specifications for construction administration.
- Observe the materials, workmanship, and installation methods to ensure compliance with the project plans, specifications, and applicable codes. If any work or materials are found to be non-conforming, immediately notify the Contractor of the deficiency and inform the City about the non-compliance issue. Follow up to confirm that corrective actions are taken.
- Document all significant materials delivered to the job site and ensure they meet submittal and contract requirements. Collect delivery tickets for major materials (e.g. concrete, aggregates, piping, equipment) and log quantities. Verify that materials are from approved sources and that required material certifications or test results have been provided. Maintain organized records of material deliveries and usage to support pay quantities and material documentation.
- Prepare Inspector Daily Reports (IDRs) for each day of on-site work, recording the Contractor's activities as actually observed. Each IDR will note the weather, workforce and equipment on site, work locations and operations performed, quantities of key work items placed, tests conducted, any safety or environmental issues, and general progress notes. Include relevant project photographs taken that day, with captions or references to location and

orientation for context. Photographic evidence will be catalogued regularly as part of the project records.

- Provide clarification and interpretation of the Contract Documents in the field as needed, in coordination with the City, the Contractor, and the design engineer. If questions arise about the intent of the plans or specs, the Inspector/Resident Engineer will refer to the design documents and, if necessary, seek input from the Engineer of Record to ensure the Contractor receives timely and accurate information.
- Proactively work to resolve questions that may arise regarding the quality and acceptability of materials furnished and work performed, as well as the appropriate rate of progress. Where possible, the Inspector/Resident Engineer will make recommendations or decisions on minor issues in the field to avoid delays, while keeping the City informed. For more complex issues, document the concern and coordinate with the City and design engineer to develop a resolution (which may involve an RFI or change order, as appropriate).
- Although the work is within the WWTF site, there may be inquiries or concerns from nearby residents or businesses (for example, regarding construction traffic, noise, or odors). The Inspector will respond to questions from the public on site and notify the City of any complaints or issues that require City involvement. All public interactions will be documented in the daily reports.
- Coordinate with permit holders and regulatory agencies on the Project to monitor compliance with all applicable permits. This includes any environmental permits, or other regulatory requirements associated with the work. For example, ensure compliance with noise ordinances and any required work hour restrictions, and coordinate with Washington State Department of Ecology (Ecology) if necessary regarding the facility's NPDES permit conditions during construction. If the project triggers any requirements from other agencies (e.g., Department of Health, local Air Pollution Control Authority for the dryer emissions, etc.), the CM team will include those in monitoring and reporting.
- Monitor and enforce environmental compliance and safety on the construction site. Ensure the Contractor is implementing Temporary Erosion and Sediment Control (TESC) measures and other environmental protections as required. Verify that erosion control BMPs (e.g., silt fences, covering of stockpiles, drainage control) are in place and functioning, and that any hazardous materials (fuels, chemicals) are properly stored to prevent spills. The Inspector will immediately address any deficiencies in environmental compliance to prevent permit violations. Document environmental inspections and ensure the Contractor

maintains compliance with the project's Stormwater Pollution Prevention Plan and any air quality/odor control requirements.

- Attend and actively participate in weekly on-site construction progress meetings (see also Task 4). Provide input regarding field progress, potential problems, and coordination needs for upcoming work. The Inspector will convey any on-site concerns from the past week and help develop action items to resolve them. Confirm and document the Contractor's statements regarding work completed and days charged, as the Weekly Statement of Working Days will typically be reviewed at these meetings.
- Coordinate day-to-day with City WWTF operations staff to avoid conflicts between construction activities and plant operations. The Inspector will provide the City operators with advance notice of any work that could impact treatment processes or require operational adjustments. This includes verifying that the Contractor has given the required 72-hour and 24-hour notices prior to any planned shutdowns of plant equipment or processes. Ensure that approved contingency plans (such as temporary pumping/bypass setups or backup power in place) are in effect before any critical tie-in or cut-over is executed. Meticulous planning of shutdowns and tie-ins will be enforced so that plant operations are not disrupted and regulatory compliance is maintained.
- Oversee field testing and special inspections. Coordinate with the Contractor and the materials testing firm to schedule all required field tests (compaction testing, concrete sampling and testing, weld inspections, coating inspections, etc.) in accordance with the project's specifications. Track test results and inspection reports, and verify that any failing tests are remedied by the Contractor and retested. The Inspector will also spot-check materials (such as concrete mix deliveries) to confirm they meet specification (e.g., verify mix design, truck times, temperatures, etc. on delivery tickets).
- Facilitate any required third-party or jurisdictional inspections. For example, if the City's building department or electrical inspector needs to inspect certain work (like structural concrete, electrical systems, or other code-related items), the CM team will ensure the Contractor coordinates and schedules these inspections. Assist the City in arranging for their personnel or specialized inspectors (such as SCADA integrators, electrical inspectors, or safety officers) to be present at key points, and verify that the Contractor addresses any issues noted by those inspectors.
- Maintain thorough field records and documentation to ensure the project is administered in accordance with funding requirements and City standards. This

includes daily diaries, inspection reports, records of labor and equipment (for potential force account work), quantity tracking logs, and other records specified in the Construction Manual or required by funding agencies. These records will be kept up to date and will be available for review by the City or auditors.

- Upon substantial completion of the work, coordinate with the City and any affected outside agencies to conduct a walkthrough inspection and develop a detailed **punchlist** of remaining work or corrections needed. The Inspector and Resident Engineer will prepare the initial punchlist, which may involve multiple disciplines (civil, mechanical, electrical, instrumentation). Assist the City in verifying that the Contractor addresses each punchlist item. Once the punchlist work is completed, coordinate a final inspection with the City (and regulatory personnel, if required) to confirm all items have been resolved.
- Assist in the determination of substantial and physical completion. When the project reaches substantial completion (all major work done and facility can be fully used for its intended purpose), the Consultant will prepare a Certificate of Substantial Completion for the City's issuance to the Contractor. The Consultant will also advise on when all contractual requirements have been met for final acceptance. Following completion of all punchlist items, support the City in issuing a Physical Completion letter and in processing final contract acceptance by the City Council or governing body, as required.

Assumptions:

- The Consultant will provide field observation services only for the days and hours that the Contractor's personnel are actively working on site. No inspection or CM staffing is assumed during extended non-working periods or contractor shutdowns where no work is occurring on the project site.
- It is assumed the Contractor will work a **normal single shift, 40-hour work week** (e.g., Monday–Friday, 8 hours per day on average). Work may occur on nights or weekends with prior City approval, but the baseline assumption (for level of effort) is one 8-hour shift per day. If the Contractor works a double shift in a single 24-hour period (for example, both a daytime and nighttime shift in one day), it will count as two working days for staffing purposes. The CM staffing and budget are predicated on one shift per day for the allowed number of contract working days. Significant overtime, multiple crews in parallel at separate sites, or other deviations from the assumed schedule could require adjustment to the CM level of effort.

Deliverables:

- Daily Construction Inspection Reports (submitted or available daily) with accompanying project photos documenting progress and issues.
- Weekly Statement of Working Days reports, signed by the Contractor (typically documented in weekly meeting minutes).
- Weekly construction meeting notes (see Task 4) documenting discussions and decisions each week.
- Punchlist of remaining work items at substantial completion, and Certificate of Substantial Completion (drafted for City approval/signature).
- Field test reports and materials testing results (logged and reviewed for compliance).
- Final inspection reports and project acceptance documentation.

TASK 4 – CONSTRUCTION SERVICES – OFFICE

Document Control: Maintain all project documentation in an organized manner. Original project records will be maintained at the Consultant’s office (central project file) with copies of active documents also available at the field office for reference. The Documentation Specialist will ensure all documents are filed according to standard protocols. Document control duties will include maintaining, at minimum, the following records and files:

- **Contract and Administrative Records:** Contract documents, contract addenda, permits, insurance certificates, bond documents, and Notices to Proceed or other official correspondence.
- **Project Correspondence:** All incoming and outgoing correspondence related to the project (letters, emails, transmittals, meeting minutes).
- **Submittal and RFI Logs:** A log of all submittals (shop drawings, product data, etc.) and RFIs, including dates of receipt, responses, and status (see Task 5 for details). Copies of all submittals and RFIs (and responses) will be filed.
- **Daily Inspection Reports and Photos:** Complete set of Daily Reports prepared under Task 3, with supporting photographs and attachments.
- **Material Testing and Materials Documentation:** Record of Material Samples and Tests (e.g., concrete test results, soil compaction reports) and the Materials Documentation file for the project. This includes the maintained Record of Materials (ROM) and all material certifications, tickets, and reports.
- **Labor Compliance Files:** Certified payrolls for prime and subcontractors, Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid,

apprenticeship training documentation if required, and related labor compliance documents.

- **Change Management Files:** Maintain a file for each Change Order (with all backup estimates, correspondence, and approvals), as well as a log and file for any Field Work Directives or claims (see Task 6).
- **Progress Pay Estimates:** File of monthly pay estimates, including the signed payment certificates, quantity calculations, and any backup for unit price work.
- **Project Closeout Documents:** As the project nears completion, compile warranties, O&M manuals, training records, asset documentation, punchlist and completion records, etc., for handover to the City.

Document control will use a standardized filing index (consistent with WSDOT or City requirements). Working copies of critical documents will be available on-site (in the field office) for immediate reference, while the master files will be kept up-to-date at the main office.

Project Coordination: Serve as the liaison between the City (including City engineering and WWTF operations staff), the Contractor, the design engineer, and other stakeholders to facilitate communication and project coordination. The Resident Engineer will schedule and/or attend regular coordination meetings with the City's project manager to report on progress and issues. The CM team will also coordinate with utility companies, vendors, and any adjacent property owners or businesses if work could impact them. This includes ensuring utility relocations or shutdowns (if any) are coordinated, and that the City and Contractor communicate effectively regarding any operational constraints at the WWTF (for example, holding off on certain work during high-flow events, etc.). Regular status updates will be provided to the City to keep them informed of project happenings.

Plan Interpretations: Provide technical interpretations of the drawings, specifications, and other contract documents on behalf of the City. When the Contractor or field staff raises questions about the intent of the design, the Resident Engineer will review the relevant plan/details or specification sections and provide clarification. If the interpretation could involve a change in scope, cost, or design, the Resident Engineer will coordinate with the City and the Engineer of Record to confirm the interpretation or decision. The CM team will evaluate any requested deviations or substitutions proposed by the Contractor, and ensure the City's interests are protected (seeking approval from the City for any changes that affect scope, schedule, or budget). All interpretations or directives given to the Contractor will be documented in writing (typically via an RFI response or field memo) to create an official record.

Weekly Meetings: Lead weekly construction progress meetings on-site (or virtually, as needed) with the Contractor, City, and relevant stakeholders. The Resident Engineer will prepare an agenda in advance, covering topics such as safety, quality control, work completed in the prior week, work planned for the upcoming week, submittal/RFI status, change order status, schedule updates, coordination with plant operations, and any new or unresolved issues. During the meeting, the CM team will facilitate discussion to address each agenda item and ensure that action items are assigned for any issues. After the meeting, the Resident Engineer (or Documentation Specialist) will prepare meeting minutes documenting the key discussions, decisions made, and action items, and will distribute the minutes to all attendees and appropriate parties. The minutes will also include the Weekly Statement of Working Days (showing the charging of contract days for the period), which will be reviewed with and acknowledged by the Contractor at the meeting. Any disagreements by the Contractor on days charged or other matters will be noted and resolved per the contract.

Schedule Management: Perform comprehensive schedule oversight, in collaboration with the Contractor and City. This includes an **Initial Schedule Review** of the Contractor's baseline Critical Path Method (CPM) schedule upon submittal. The CM will review the baseline for compliance with contract requirements (activity breakdown, appropriate sequencing, inclusion of milestones, etc.), and will provide written review comments or acceptance of the baseline schedule. The Resident Engineer will also review the Contractor's Schedule of Values (if there are lump sum bid items) to ensure a reasonable allocation of costs to work elements, verifying that the breakdown meets contract requirements and is not front-loaded.

Throughout construction, perform **Monthly Schedule Reviews** of the Contractor's updated CPM schedule. At each pay period or schedule update, compare the Contractor's progress against the planned schedule. Identify any activities that are falling behind and determine if the critical path is affected. If delays are identified, work with the Contractor to develop recovery plans or schedule adjustments as necessary. Analyze any Contractor-proposed schedule revisions or time extension requests (e.g., due to change orders or weather delays) and advise the City on their validity. The CM team will also monitor that the Contractor's schedule appropriately incorporates critical activities such as long-lead equipment procurement (for example, delivery of the dryer, generators, major electrical panels) and key outages/tie-ins. If the schedule becomes significantly out of alignment with actual progress, the CM will request schedule reanalysis or corrective action from the Contractor to mitigate delays.

Payment Administration: Administer the monthly progress payment process. The Documentation Specialist and Inspector will work together to verify the quantities of

work completed each month (for unit-priced items) or the percentage complete of lump sum items, based on field records. The Resident Engineer will then prepare **Monthly Pay Requests/Estimates** for the Contractor's payment. Utilize the City's preferred format for pay estimates (or the Consultant's standard format, subject to City approval). Each pay estimate will include a breakdown of work completed, stored materials (if payable), and any applicable deductions or retainage, in accordance with the contract. Conduct a review meeting with the Contractor and City to go over the draft pay estimate, resolve any discrepancies, and obtain concurrence. After City approval, assist in finalizing the payment paperwork for the City's processing. Ensure that required documentation (such as certified payrolls or material tickets for the period) are in hand prior to recommending payment.

Labor Compliance: Monitor and enforce prevailing wage requirements on the project. The Consultant will collect and review the Contractor's and all subcontractors' weekly Certified Payroll Reports. Check that wage rates and worker classifications match the Washington State Prevailing Wage rates applicable to the project and that overtime rules are followed. Track the submittal of Statement of Intent to Pay Prevailing Wage and Affidavit of Wages Paid forms for each contractor and subcontractor, which are required for payment release. If any discrepancies in payroll (e.g., underpayment) are found, notify the Contractor and follow up to ensure compliance issues are corrected. Maintain a log of certified payroll submittals and labor compliance status. The CM team will also monitor compliance with any training or apprenticeship goals on the project (if specified in the contract) by tracking the reported training hours on certified payrolls and preparing required reports.

Contract Compliance and Reporting: Prepare and submit all required project reports to oversight agencies, ensuring adherence to appropriate funding sources for documentation. The CM will also perform any on-site reviews required for appropriate funding sources. The team will ensure that all such reporting is completed accurately and on time, and will make project records available for audit as needed. In the event of an audit, assist the City in responding to any findings by providing clarification or correcting documentation.

Subcontractor Management: Process and track all subcontractor approvals. Before any subcontractor begins work, the Consultant will ensure that the Contractor has submitted a Request to Sublet (or similar subcontractor approval form) for the City's approval. Verify each subcontractor's eligibility and documentation: check that the subcontractor is not debarred (e.g., via the SAM.gov database), verify that they have a valid state contractor's license and City business license, confirm that insurance certificates are on file if required by contract, and collect their prevailing wage Intent

forms. Maintain a **Subcontractor Log** with all pertinent information (subcontractor name, work type, approval date, etc.). Throughout the project, update this log if new subcontractors are added. Also track that each subcontractor submits an Affidavit of Wages Paid at project end before final payment. By closely managing subcontractor documentation, the CM team will help protect the City against liability and ensure compliance with state and federal requirements.

Cost Projections: Provide periodic forecasts of the project's final cost to keep the City informed of budget status. The Consultant will prepare up to two **Cost Projection** reports during the course of construction (for example, one at mid-project and one at 75-80% complete). These projections will analyze the current contract status, including original contract sum, approved change orders to date, pending or potential changes (with estimated costs), and trends in unit price overruns/underruns based on quantities used versus bid quantities. The projection will estimate the total expected cost at completion and identify any budget issues early. At substantial completion, the Resident Engineer will prepare a memo summarizing final quantities and costs, highlighting any significant variances from the bid and explaining reasons for overruns/underruns. This helps the City with financial planning and documentation to funding agencies.

Record Drawings (As-Builts): Oversee the preparation of project as-built drawings. Throughout the project, the Contractor is required to mark up a set of drawings with any changes or deviations (red-line drawings). The Inspector will also keep an updated set of drawings annotated with field changes observed. The Consultant will verify **Record Drawing** updates on a regular basis (e.g., monthly) as part of pay application review – ensuring the Contractor's as-built drawings are current, which will be a condition for payment. At the end of the project, collect the Contractor's final as-built markups and review them for completeness. Compare with the Inspector's notes to make sure all known changes (including hidden work like underground utilities or wiring changes) are captured. The Consultant will then hand over the consolidated as-built redlines to the City. (It is assumed that preparing final CAD drafted as-built drawings is **not** included in this scope, so the City or design engineer will take the redlines and produce the final record drawing set if needed.)

Operational Shutdown & Cutover Coordination: (Office support role) In addition to the field oversight described in Task 3, the Resident Engineer and Project Manager will provide high-level coordination and planning for any required plant process shutdowns or electrical system cutovers. This includes reviewing and approving the Contractor's proposed shutdown schedules well in advance, verifying that the Contractor coordinates with City operations staff on timing, and ensuring that all

parties understand the procedure for each cutover. Particular attention will be paid to the electrical modifications and generator installation. The CM team will schedule a **pre-installation electrical coordination meeting** with the Contractor, City electrical inspectors, and the SCADA integrator to review plans for power switchover, controls integration, and testing of the new generator. We will confirm that the Contractor has accounted for temporary power needs and that the sequence of operations for cutover will not leave critical loads without backup. By closely coordinating these activities, the CM will help prevent any unintended outages and ensure a seamless transition when new electrical systems are brought online. All such coordination efforts will be documented, and contingency measures (like portable generators or bypass pumping) will be verified as ready before any risk-inducing transition work begins.

Audit and Compliance Oversight: Support the City in any project audits or reviews. For example, if the state or another agency performs a construction documentation audit, the Consultant will assist by organizing the records for review, participating in the audit, and responding to inquiries. If the audit finds any documentation gaps, the Consultant will work with the City to correct them (e.g., by providing missing information or clarifications). This task ensures the project is always “audit-ready” and that final records will pass any compliance checks.

Project Closeout: Facilitate all closeout activities in an orderly manner. As the project nears completion, the CM team will track the status of closeout requirements: final inspections, punchlist completion, final pay estimate, release of retainage, submission of Affidavits of Wages Paid, return of City-furnished property, etc. The Resident Engineer will prepare a **Physical Completion Letter** for the City to send to the Contractor once all work (including punchlist items) is finished. This letter will establish the date of physical completion. The CM will then assist the City in assembling final project acceptance documents. This may include a recommendation of final acceptance to the City Council, a summary of the final contract amount and changes, and securing any necessary clearances (such as L&I labor clearance for release of retainage). Finally, the Consultant will package and **transfer all project documents** to the City for permanent retention (in both hardcopy and electronic formats, as desired). The organized files will include all the items listed in Document Control above, as well as a copy of the as-built drawings, so the City has a complete record of the project.

Deliverables:

- Baseline schedule review comments and recommendation for acceptance (or required revisions) of Contractor’s initial CPM schedule.
- Updated **meeting agendas** and **meeting minutes** for all weekly construction meetings.

- Monthly pay estimate packages (draft and final) including measurement worksheets and payment summary.
- Weekly Statement of Working Days logs (typically included in weekly meeting minutes).
- Subcontractor approval log and copies of all subcontractor documentation (Requests to Sublet, insurances, licenses, etc.).
- Labor compliance as required (monthly workforce reports, training reports, etc.).
- Interim **cost projection** reports (at least two: mid-project and near substantial completion) and a final cost summary memo at project end.
- Draft **Physical Completion Letter** (for City signature) and recommendation of project acceptance.
- Complete set of final project records delivered to the City, including all documentation (correspondence, submittal and RFI files, change order files, daily reports, material test results, certified payrolls, permits, etc.) properly organized for archiving.

TASK 5 – SUBMITTAL / RFI PROCESSING

Submittals: Coordinate the review and processing of all Contractor submittals. The Consultant will log each submittal and manage the submittal process to ensure timely reviews. This includes shop drawings, product data, material samples, mix designs, equipment cut sheets/manuals, traffic control plans (if applicable), testing and inspection reports, and any other required submittals. Submittals will be checked for completeness and conformity with submittal requirements before distribution. The CM team will forward submittals to the appropriate reviewers (City engineer, design consultant, operations staff, or others as required) and track the status of each. We will facilitate prompt turnaround by following up on overdue reviews and consolidating comments. **Critical long-lead submittals** (such as for the biosolids dryer system and thermal fluid heater, the rotary drum thickener, major pumps, motor control centers, and the standby generator) will be prioritized for early review. The CM will coordinate closely with the equipment suppliers and the Contractor to ensure that any required approvals are obtained in time to meet the fabrication and delivery schedule. Pre-installation meetings may be arranged with key equipment manufacturers (for example, the dryer system supplier) and City O&M staff to clarify installation requirements and integration with existing systems before the equipment arrives. All submittal reviews by the Consultant will focus on compliance with contract requirements; the City will be provided any submittals that require Owner approval or that affect operational aspects

for final review/approval. The Consultant will maintain an up-to-date **Submittal Log** to track submittals, review status, and turnaround times.

Requests for Information (RFIs): Manage the RFI process between the Contractor, City, and design team. All RFIs from the Contractor will be formally logged and acknowledged upon receipt. The Resident Engineer (with support from the Inspector and design engineer) will review each RFI to determine the appropriate response. For straightforward inquiries (e.g., pointing out a plan detail or spec section the Contractor overlooked), the Resident Engineer may respond directly. For RFIs that require design clarification or changes, the CM will coordinate with the design engineer to draft a response or will facilitate a meeting to resolve the issue. The goal is to provide clear answers **in writing** to all RFIs in a timely manner, typically within the response time specified in the contract (or faster, to avoid delaying the work). Track each RFI's status (open, answered, closed) in the **RFI Log** and include references to any resulting changes (if an RFI answer will lead to a Field Directive or Change Order, cross-reference it in the log). Ensure that RFI responses are distributed to all appropriate parties (Contractor, City, inspector, etc.) and that the Contractor acknowledges critical directives given in RFI responses. The CM team will also be proactive in identifying when a field issue might require an RFI – if the Contractor has not yet submitted one, the Resident Engineer will prompt them to do so or will raise the question to prevent misunderstandings in the field.

Record of Materials (ROM): Implement and maintain the Record of Materials in accordance with WSDOT Standard Specifications for material approval and tracking. At project start, the Consultant will create the ROM to include all materials and products that require verification, testing, or certification on this project. The Resident Engineer will keep the ROM updated as materials are delivered and installed. For each material item, the ROM will record the supplier/manufacturer, reference to applicable contract spec, required submittals (RAM – Request for Approval of Material, if applicable), QPL (Qualified Products List) status, material test reports, and certification documents. The ROM serves to ensure that **all materials incorporated into the project are documented and approved**. For example, entries will cover concrete mix designs, rebar mill certs, pipe materials, electrical components, paint/coatings, etc. The CM will verify that materials are on approved submittals or have necessary certificates before those materials are used in the work. As part of this process, the Consultant will coordinate any off-site source inspections or fabrication inspections if required by the contract (note: see Assumptions below regarding certain specialized inspections). The completed ROM will be provided to the City at project closeout as part of the materials certification package.

Deliverables:

- Maintained **Submittal Log**, showing all submittals, dates received, reviewer assignments, status (approved/approved as noted/rejected), and date returned to Contractor.
- Maintained **RFI Log**, showing all RFIs, date submitted, status of responses, and cross-references to changes or field directives as applicable.
- Completed **Record of Materials (ROM)** with all material approval records, test logs, and material certification documents for the project.

Assumptions:

- For any materials that require off-site **fabrication inspection** per WSDOT or project requirements (e.g., structural steel, precast concrete girders, large diameter HDPE pipe welding, etc.), it is assumed the City will contract separately for those inspections or utilize WSDOT's inspection services. (Materials in this category might include items like specialized equipment fabrication or large structural components.) The Consultant's scope does not include performing off-site plant inspections; however, the Consultant will coordinate with the City and Contractor to ensure those inspections are scheduled and that results are incorporated into the project records.
- The design engineer will be available to review and approve critical technical submittals (process equipment, structural modifications, electrical and controls submittals) and to assist in answering RFIs that pertain to the design intent. The CM team will facilitate this coordination but will rely on the Engineer of Record for final design decisions.

TASK 6 – CHANGE MANAGEMENT

Change Management Log: Develop and maintain a comprehensive **Change Log** (sometimes called a case log) to track all potential and approved changes on the project. This log will include entries for each Request for Proposal (RFP) issued to the Contractor, Change Order (CO), Field Work Directive (FWD), and any Notice of Changed Condition or claim. The log will track key information such as a short description of the change, date initiated, status (e.g., "under review," "negotiated," "approved CO#X"), and cost/time impacts. This tool will allow the City to see at a glance all pending changes and their potential effect on the project.

Change Orders: Provide full support in developing and processing change orders in accordance with the contract provisions and WSDOT Standard Specifications. For any change in the work (either City-directed or Contractor-requested) that affects cost or

time, the Consultant will assist in scope definition and independent cost estimation. We will negotiate with the Contractor to reach fair and reasonable pricing for the changed work, using unit prices or acceptable rates as appropriate and analyzing Contractor proposals in detail. The Consultant will prepare the **Change Order documents**, which will include a description of the change, references to the affected plans or specifications, the agreed cost and time adjustment, and justification for the change. Each change order package will include all necessary backup documentation: the Contractor's cost proposal (with labor, equipment, material breakdowns), the Consultant's independent cost analysis, a memorandum of negotiation (or verbal approval memo) summarizing how the final price was agreed, and a time impact analysis if the change affects the schedule. The CM team will ensure that no extra work proceeds without proper authorization. We will obtain City approval on all change orders and coordinate signatures/execution per the City's contracting procedures. The Resident Engineer will also update the project cost tracking to include approved change order amounts.

Field Work Directives: When urgent work changes are needed to avoid schedule delay, and there isn't time to fully execute a formal change order beforehand, the Consultant will prepare **Field Work Directives (FWDs)** or Work Change Directives as appropriate. An FWD is a written directive (signed by the City or Resident Engineer if delegated) telling the Contractor to proceed with a described change or extra work on a time-and-material or agreed price basis, to be followed up with a formal change order. The CM will draft the directive, get City concurrence, and issue it to the Contractor. We will then closely track all labor, equipment, and materials the Contractor expends on this directed work (see Force Account below). The FWD will later be reconciled in a change order. This mechanism allows work to continue without interruption while commercial terms are being finalized.

Minor Change Orders: Develop **Minor Change Orders** for small changes that do not affect contract price or time beyond specified thresholds (per the contract, minor changes may be handled under the Project Manager's authority). For instance, resolving minor quantity overruns or slight specification adjustments can be done via a written minor change order. The Consultant will document the scope of the minor change and obtain City approval. Even if formal City Council approval is not required for such minor changes, the CM will ensure there is a written record (a memo or minor change order form) capturing the agreement, including any negligible cost impacts or clarification that there is no cost/time change. All minor changes will still be tracked in the Change Log for completeness.

Force Account Tracking: In cases where changes are performed on a **Force Account** (time-and-material) basis, implement rigorous tracking procedures. The Inspector or Resident Engineer will daily record the Contractor's hours of labor, classes of workers, pieces of equipment (and hours operated), and materials used for any force account work. The Consultant will verify this against the Contractor's daily force account reports. We will sign off on agreed daily records with the Contractor's foreman each day if possible. The Documentation Specialist will compile the force account records, price out the work according to contract force account rates or established rates, and double-check all calculations. This ensures the City pays only for actual valid costs. A running summary of force account costs will be kept and included in change orders as they are finalized.

Throughout the change management process, the CM team will focus on mitigating impacts: we will negotiate time extensions only if warranted, and will look for ways to accomplish necessary changes with minimal schedule or cost growth. We will keep the City informed of all potential changes and advise on strategies to manage them.

Deliverables:

- **Change Management Log** updated in real-time as changes arise, showing the status and financial impact of each change item.
- Draft and final **Change Order** documents for each change, including all backup (estimates, justification memos, time impact analyses).
- Written **Field Work Directives** (as needed) authorizing Contractor to proceed with urgent changes prior to formal change order.
- **Minor Change Order** memos or forms for small changes not requiring full change order documentation.
- Daily force account records and summarized **Force Account Reports** for any work performed on a T&M basis, signed by Contractor and verified by Consultant. These will be included in the related change order documentation.

TASK 7 – ADDITIONAL SERVICES

Provide additional services beyond the scope outlined above only when specifically authorized by the City in writing. If the City requests services that are outside the original Scope of Work, the Consultant will prepare a supplemental scope and fee for City approval before proceeding. Examples of potential **Additional Services** (not included in the base fee) could include:

- **Extended or Suspended Construction Support:** Construction management services required during periods of extended project delay, contractor

suspension of work, or substantial extension of the contract duration beyond the assumed 2.5 years. This could include monitoring the site during a long work stoppage (for safety, environmental compliance, etc.) or providing CM services for project work that extends significantly past the original schedule (extended working days).

- **Claims and Dispute Resolution:** Assistance with analysis of contractor claims or disputes, such as performing a delay analysis, entitlement review, or participating in mediation/arbitration proceedings, if such claims arise. While the base scope includes typical change order negotiations, formal claims analysis (especially involving legal support or extensive time/cost research) would be additional services.
- **Scope Changes / Design Phase Services:** If the City significantly changes the project scope or adds new project elements requiring design and construction management (for example, adding another facility or new bid package), the CM services related to those new elements would be negotiated separately.
- **Other Services Not Identified:** Any other services not expressly included in Tasks 1-6 that the City may require, such as specialized inspections not covered, development of maintenance of plant operations (MOPO) plans, training City staff in new system operations (beyond what the contractor provides), etc.

If additional services are needed, the City will issue a written authorization detailing the scope of extra work and the agreed basis of payment (e.g., time and materials rates or lump sum). The Consultant will then proceed with those services as an amendment to this Scope. All terms and conditions of the original agreement will apply to additional services, and the Consultant will track and invoice them separately for clarity.

2025 Rates													Total Hrs	Costs	
Name	Date	Pre-Work	30-Nov	7-Dec	14-Dec	21-Dec	28-Dec	4-Jan							
Josh	\$196.47	40	40	40	40	40	40	40					280	\$55,010.87	
Jeremy	\$188.92	0	40	40	40	40	40	40					240	\$45,341.21	
Jeffrey	\$191.60	0	0	0	0	0	0	0					0	\$0.00	
Asma	\$116.29	20	40	40	40	40	40	40					260	\$30,234.74	
Jeff	\$385.11	0	2	2	2	2	2	2					6	\$2,310.66	
Robert	\$349.24	8	2	2	2	2	2	2					16	\$5,589.40	
Kelly	\$292.05	8	2	2	2	2	2	2					20	\$5,840.92	
Vehicle Lease	Monthly	625		1250				1250					3125	\$3,125.00	
Mileage	\$0.70/mile	200		200				200					600	\$420.00	
Misc. Tools	LS	2000												\$2,000.00	
CTL													822	\$149,872.81	
		76	126	124	124	124	124	124	0	0	0	0	0	0	0

Monthly Expenditures			
November	Cost	December	Cost
Hours	280	Hours	200
Cost	\$15,717.39	Cost	\$39,293.48
Testing	\$0.00	Testing	\$0.00
	\$40,200.57		\$108,282.24

2026 Rates													Total Hrs	Costs				
Name	Date																	
Josh	\$206.29								11-Jan	18-Jan	25-Jan	1-Feb	8-Feb	15-Feb	22-Feb	1-Mar	320	\$66,013.05
Jeremy	\$198.37								40	40	40	40	40	40	40	40	320	\$63,477.70
Jeffrey	\$201.18								0	0	0	0	0	40	40	40	120	\$24,142.18
Asma	\$122.10	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	320	\$39,072.58
Jeff	\$404.37	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	8	\$3,234.92
Robert	\$366.80	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	8	\$2,834.44
Kelly	\$306.65	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	16	\$4,906.38
Vehicle Lease	Monthly													1250			1250	\$1,250.00
Mileage	\$0.70/mile													200			200	\$140.00
CTL									1000	124	124	124	124	164	164	164	1112	\$207,171.25
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

January	Cost	February	Cost
Hours	160	Hours	160
Cost	\$33,006.52	Cost	\$33,006.52
Testing	\$1,000.00	Testing	\$1,000.00
	\$92,209.53		\$116,351.72

2026 Rates													Total Hrs	Costs				
Name	Date	8-Mar	15-Mar	22-Mar	29-Mar	5-Apr	12-Apr	19-Apr	26-Apr	3-May	10-May	17-May	24-May	31-May	7-Jun	14-Jun		
Josh	\$206.29	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	600	\$123,774.47
Jeremy	\$198.37	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	600	\$119,020.88
Jeffrey	\$201.18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Asma	\$122.10	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	600	\$73,261.10
Jeff	\$404.37	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	14	\$5,661.11
Robert	\$366.80	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	14	\$5,135.26
Kelly	\$306.65	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	14	\$4,293.08
Vehicle Lease	Monthly	1250		1250				1250									5000	\$5,000.00
Mileage	\$0.70/mile	200		200				200									800	\$560.00
CTL		1000		1000				2000									2000	\$6,000.00
		124	122	124	122	124	122	124	122	124	122	120	126	120			1842	\$342,705.71

March	Cost	April	Cost	May	Cost
Hours	160	Hours	160	Hours	200
Cost	\$33,006.52	Cost	\$33,006.52	Cost	\$41,258.16
Testing	\$1,000.00	Testing	\$1,000.00	Testing	\$2,000.00
	\$90,982.94		\$90,982.94		\$113,053.36

2026 Rates													Total Hrs	Costs						
Name	Date	21-Jan	28-Jan	5-Feb	12-Feb	19-Feb	26-Feb	5-Mar	12-Mar	19-Mar	26-Mar	3-Apr	10-Apr	17-Apr	24-Apr	31-Apr	7-May	14-May		
Josh	\$206.29	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	600	\$123,774.47
Jeremy	\$198.37	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	600	\$119,020.88
Jeffrey	\$201.18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Asma	\$122.10	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	600	\$73,261.10
Jeff	\$404.37	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	14	\$5,661.11
Robert	\$366.80	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	14	\$5,135.26
Kelly	\$306.65	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	14	\$4,293.08
Vehicle Lease	Monthly	1250		1250				1250											5000	\$5,000.00
Mileage	\$0.70/mile	200		200				200											800	\$560.00
CTL		1000		1000				2000											2000	\$6,000.00
		124	122	124	122	124	122	124	122	124	122	120	126	120					1842	\$342,705.71

June	Cost	July	Cost	August	Cost
Hours	160	Hours	200	Hours	160
Cost	\$33,006.52	Cost	\$41,258.16	Cost	\$33,006.52
Testing	\$1,000.00	Testing	\$1,000.00	Testing	\$2,000.00
	\$91,982.94		\$146,664.90		\$123,059.22

2026 Rates													Total Hrs	Costs	
Name	Date	4-Oct	11-Oct	18-Oct	25-Oct	1-Nov	8-Nov	15-Nov	22-Nov	29-Nov	6-Dec	13-Dec	Substantial Completion		
Josh	\$206.29	40	40	40	40	40	40	40	40	40	40	40	440	\$90,767.94	
Jeremy	\$198.37	40	40	40	40	40	40	40	40	40	40	40	440	\$87,281.83	
Jeffrey	\$201.18	0	0	0	0	0	0	0	0	0	0	0	440	\$88,521.34	
Asma	\$122.10	40	40	40	40	40	40	40	40	40	40	40	440	\$53,724.81	
Jeff	\$404.37	2	2	2	2	2	2	2	2	2	2	2	14	\$5,661.11	
Robert	\$366.80	2	2	2	2	2	2	2	2	2	2	2	14	\$5,135.26	
Kelly	\$306.65	2	2	2	2	2	2	2	2	2	2	2	14	\$4,293.08	
Vehicle Lease	Monthly	1250		1250				1250					3750	\$3,750.00	
Mileage	\$0.70/mile	200		200				200					600	\$420.00	
CTL		2000		2000				2000					2000	\$6,000.00	
		166	160	166	162	164	162	164	162	164	162	164	162	2324	\$438,693.17

September	Cost	October	Cost	November	Cost
Hours	160	Hours	200	Hours	160
Cost	\$33,006.52	Cost	\$41,258.16	Cost	\$33,006.52
Testing	\$2,000.00	Testing	\$2,000.00	Testing	\$2,000.00
	\$124,172.52		\$155,445.97		\$124,081.25

2026 Rates													Total Hrs	Costs	
Name	Date	20-Dec	27-Dec	3-Jan											
Josh	\$206.29	40	40	40										120	\$24,754.89
Jeremy	\$198.37	40	40	40										120	\$23,804.14
Jeffrey	\$201.18	40	40	40										120	\$24,142.18
Asma	\$122.10	40	40	40										120	\$14,662.22
Jeff	\$404.37	2	2	2										6	\$1,617.46
Robert	\$366.80	2	2	2										6	\$2,426.19
Kelly	\$306.65	2	2	2										6	\$2,200.83
Vehicle Lease	Monthly	1250		1250										4	\$2,426.19
Mileage	\$0.70/mile	200		200										4	\$1,467.22
CTL		3000		3000										8	\$2,453.19
		164	160	166	0	0	0	0	0	0	0	0	0	490	\$95,321.10

December	Cost	January	Cost	February	Cost
Hours	200	Hours	130	Hours	

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

Akana

I hereby certify that the Company or Organization named herein will

(check one box below)

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

OR

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

NAME

TITLE

DATE

EXHIBIT C

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

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

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

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

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

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

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

– (a)(10)) shall apply:
(1) Minimum wages.

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

contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

(3) Payrolls and basic records.

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

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out

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

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

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

title 31 of the United States Code.

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

(4) Apprentices and trainees.

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

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

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

SUBJECT: Stewart Road Intelligent Transportation Systems - Consultant Contract Award

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$446,172.55

Within Budget Allocation: Yes

ATTACHMENTS:

1. Item Attachment Files Consultant Contract w/ Scope & Fee

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:

The signal system along the Stewart Rd corridor currently has no communication systems between the signals, and is operating without any coordination across three different operating jurisdictions. This project will add, replace, and upgrade interconnect conduit and cabling, and the associated signal hardware for the purpose of coordinating traffic signals and devices within the project area as needed. Within the project limits, there are seven existing traffic signals, one existing railroad crossing signal, and one planned signal that is development-driven. This project will upgrade the signal equipment at each intersection as needed and implement a corridor timing design. This project will also include ADA improvements as needed, and other improvements in order to complete the coordination upgrades. The City has received a grant from PSRC for this work in the amount of \$428,422.

Two Statements of Qualifications were received on April 9th, 2025 for this project. Transpo Group USA, Inc. was selected to provide consulting services for this project through a qualification-based selection process. An agreement with a maximum amount payable of \$446,172.55 was negotiated for the design of the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/7/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with TranspoGroup USA, Inc., in an amount not-to-exceed \$446,172.55 for the Stewart Rd ITS Project (CIP24-11), substantially in a form approved by the City Attorney.

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A
Scope of Work

Project No.

Exhibit A—Scope of Services

Client Name:	City of Sumner		
Project Name:	Stewart Rd ITS		
Exhibit Dated:	July 14, 2025	TG:	1.24012.PR

Scope of Services

Transpo Group USA, Inc. and its subconsultants (“CONSULTANT”) will provide engineering services to the City of Sumner (“CITY”) for in accordance with the following tasks:

- Task 01 – Project Management & Coordination
 - Subtask 1.1: Project Coordination
 - Subtask 1.2: Progress Reports and Invoices
 - Subtask 1.3: Meetings
 - Subtask 1.4: Project Schedule
- Task 02 – Stakeholder Coordination
- Task 03 – Data Collection & Field Inventory
 - Subtask 3.1: Topographic Survey
 - Subtask 3.2: As-Built Review and Field Investigation
 - Subtask 3.3: Traffic Counts
- Task 04 – Traffic Analysis
- Task 05 – Potential Technology & Alternatives Evaluation
 - Subtask 5.1: Stewart Rd ITS Improvements
 - Subtask 5.2: ITS Roadmap
- Task 06 – 30% Design
- Task 07 – 60% Design
- Task 08 – 90% Design
- Task 09 – 100% Design
- Task 10 – Final Design
- Task 11 – Federal Funding Documentation
- Task 12 – Grant Application Assistance

Additional tasks that may be executed with a contract supplement may include:

- Task 13 – Right-of-Way Services
 - *The need for this task will be evaluated after the 30% Design submittal.*
- Task 14 – Bid & Award Support
- Task 15 – Construction Phase Services
- Task 16 – Before-and-After Study

Task 01—Project Management & Coordination [Transpo]

Subtask 1.1: Project Coordination

The CONSULTANT project manager will coordinate with the CITY’s project manager on a regular basis throughout the duration of the project. The coordination will address project scope/status, budget, schedule, meetings, data collection, planned stakeholder outreach efforts, and general project coordination/delivery amongst the project team. Primary coordination efforts will be via Teams meetings, telephone calls, and email, as appropriate. A project OneDrive folder will be established by the CONSULTANT for document uploading and sharing.

Subtask 1.2: Progress Reports and Invoices



The CONSULTANT will prepare monthly progress reports. The progress reports will include at a minimum, updates for the items listed above in Subtask 1.1, updates to project schedule and critical path items that need to be addressed, and upcoming work items and the assigned lead for the items.

Subtask 1.3: Meetings

The CONSULTANT will prepare for and attend project meetings with the CITY project manager scheduled at the discretion of the CITY. Specific subconsultants and staff will be identified for participation in each meeting based on the topic(s) to be discussed. The CONSULTANT will coordinate with the CITY to determine the most appropriate type of meeting (virtual or in-person) based on the topic(s) to be discussed. The CONSULTANT will be responsible for providing meeting agendas, recording meeting minutes, and documenting design decisions within a decision log.

Subtask 1.4: Project Schedule

The CONSULTANT will develop the project schedule and provide updates on a quarterly basis.

Assumptions

- The CONSULTANT assumes check-in meetings at a bi-weekly frequency for a 12-month project duration. Check-in meetings are assumed to be 30 minutes in length.
- It is assumed that up to two (2) check-in meetings will be held in-person at the Sumner City Hall. It is assumed that the CONSULTANT project manager and up to three (3) other staff and/or subconsultant staff will be present at these meetings.

Consultant Deliverables

- Notes, emails, or other summaries of communication in electronic format with action items following each meeting.
- Monthly progress reports in electronic format.
- Updates to project schedule, in electronic format, on an as needed basis.

Task 02—Stakeholder Coordination [Transpo, PH]

The CONSULTANT will engage with key stakeholders that include:

- City of Pacific and King County, who operate and maintain the traffic signals at Thornton Ave SW, Valentine Ave SE, and Butte Ave SE.
- WSDOT, who operates and maintains the traffic signals at SR 167 SB/W Valley Hwy E and SR 167 NB.
- City of Edgewood and City of Auburn, neighboring agencies whose residents travel along the Stewart Rd corridor.
- Astound Broadband, who has fiber optic communications lines along the Stewart Rd corridor, and has provide connectivity to other CITY signalized intersections.
- Puget Sound Energy (PSE), who has utility poles along the Stewart Rd corridor that can potentially be used for aerial fiber optic cable attachments.
- Union Pacific Railroad (UPRR), who operates an at-grade railroad crossing just west of Butte Ave SE.

The CONSULTANT will coordinate with the City of Sumner, City of Pacific, King County, and WSDOT. Coordination efforts are anticipated to be needed for the following items:

- To evaluate the existing conditions of the project intersections.
- To build consensus on the proposed improvements at each of the project intersections.
- For signal timing/coordination planning. Up to three (3) one-hour virtual meetings are anticipated, including an Operations Kick-Off/Workshop, a Preliminary Recommendations Review Meeting, and Final Timing Plan Recommendation Review Meeting.
- To develop an Interlocal Agreement detailing how the traffic signals along Stewart Rd will be operated and maintained.

The CONSULTANT will coordinate with Astound Broadband to evaluate the feasibility of utilizing their existing fiber optic communications infrastructure along the Stewart Rd corridor to provide communications to the traffic signals.

The CONSULTANT will coordinate with utility providers, such as PSE, regarding potential impacts to existing facilities. Coordination with utility agencies is expected to involve providing them with a copy of the project's basemapping for verification of utility conflicts, as well as a copy of the 30%, 60%, 90%, 100%, and Final design plan sets for review. Coordination with PSE may also involve the potential for aerial attachments for the fiber optic communications system.

The CONSULTANT will coordinate with the UPRR Public Projects office to coordinate the project's improvements and any anticipated changes to traffic signal operations.

Assumptions:

- New Railroad Pre-Emption Calculation forms and Pre-Emption requests will not be needed.
- UTC Coordination and Petition is not anticipated to be needed and is not included.
- The Interlocal Agreement will be discussed as part of the Operations Kick-Off/Workshop, and confirmed as part of the Final Timing Plan Recommendation Review Meeting.
- The CITY will provide contact information for utility providers within the project area.

Consultant Deliverables:

- Project Contact List
- Stakeholder Coordination Meeting Agendas and Meeting Notes
- Interlocal Agreement
- Utility Coordination Figures, which may involve markups of the PS&E submittal(s).

Task 03—Data Collection & Field Inventory [Transpo, Apex, PH]

Subtask 3.1: Topographic Survey [Apex]

The CONSULTANT will perform a full topographic survey at the following locations, which correspond to locations where ADA improvements are anticipated:

- Stewart Rd SE & 140th Ave Ct E
- Stewart Rd SE & SeaPort
- Right-Of-Way along the full corridor

The survey limits are to extend 100' each direction from the two intersections. The CONSULTANT will perform a full topographic survey of all visible surface features and utilities within the limits in accordance with American Society of Civil Engineers (ASCE) Standard 38-02, Quality Level-B (QL-B). The CONSULTANT will locate any monuments or survey control points necessary to tie the topographic survey work into the Horizontal and Vertical Datum specified for the City of Sumner/WSDOT. The CONSULTANT will perform the following:

1. Research record information for completion of boundary calculations and for existing control.
2. Perform random field traverse survey locating existing monumentation, cadastral survey corners, property corners, or survey monumentation as recoverable through a diligent search to tie topographic survey to the existing monumentation of the Right of Way.
3. The field control portion of this budget will also be used to tie the survey control to the City of Sumner datums, NAD 83/11 (State Plane, WA South Zone) Horizontal Datum and NAVD 88 Vertical Datum. Locating necessary monuments and benchmarks to be utilized for the topographic survey. WSDOT monuments will be tied for control as well.
4. At a minimum, the topographic survey will identify the following:
 - a. Locations of observable surface features within the survey limits, (i.e., utilities, retaining walls, rockeries, access areas, curbing, sidewalks, parking areas, paved drives, concrete pads, sidewalks and driveways, pedestrian paths, fences, striping, signs, buildings, hedges, trees, etc.) at the time of the survey.
 - b. Location of all utility paint line marking done by others.
 - c. Take survey shots along cross section lines at every 25' station left to the flowline and full

width to the right (west) along construction centerline and stationing established and provided by the city. Also take regular shots for optimal creation of existing ground surface model. At a minimum, at least every 25', the following surface features shall be surveyed and mapped in the topographic survey.

- d. Curbs, curb and gutters including flow line, front and back of curb tops.
 - e. Sidewalks, type specified, hatch if concrete. Joint lines at curb ramps.
 - f. Pavement, type specified, hatch if concrete.
 - g. Roadway pavement crown line.
 - h. Driveways, type specified, hatch if concrete.
 - i. Gravel areas.
 - j. Retaining walls including top and toe, type specified.
 - k. Storm drainage structures surveyed and measured (including type of structure, invert elevation and direction, and rim elevation) Pipes, types and sizes.
 - l. Ditches and edges of water courses, top and bottom lines and any culvert type, size and invert elevation.
 - m. Sanitary sewer structures (including type of structure, invert elevation and direction, and rim elevation) Pipes, types and sizes.
 - n. Water utilities (valves, hydrants, blowoffs, etc.).
 - o. Visible irrigation boxes but not sprinkler heads.
 - p. Power structures, poles, guys, and lines (for aerial lines, show horizontal location for all lines on pole).
 - q. Natural gas valves, lines, and blowoffs.
 - r. Telephone lines and structures.
 - s. Cable lines and structures.
 - t. Traffic signal and street lighting poles, conduit, and junction boxes.
 - u. Signage, development or community signs.
 - v. Plastic and painted channelization, pavement markings, arrows and letters, crosswalks (striping including parking lot areas).
 - w. Vegetation (list trunk diameter and type for trees if 6" or greater).
 - x. Fences and railings.
 - y. Mailboxes and bollards.
 - z. Grade break lines, top and toe of slope lines.
 - aa. Identify and define edges of landscaped or areas of lawn and tended planted areas in or out of ROW, if accessible.
5. Coordinate and analyze record locations of utilities as available and necessary for design which may not be accessible at the time of the field survey.
 6. Locate all underground utility paint line information and locations within the survey limits. The painting of these lines will be performed by a Private Utility Locate service to delineate all conductible utilities within the survey limits.
 7. Reduce field notes, plot elevation data obtained from said field survey and prepare drawings for design use at a convenient scale showing all data obtained, along with 1-foot contours. Spot elevations will be shown where deemed necessary. All storm & sewer as-built information to be incorporated on drawings.
 8. Topographic Survey Base Map to include all calculated right of way lines and centerlines as well as adjoining parcel lines for each property abutting the right of way.
 9. Subcontract with Stewart Title Company to provide a Title Report for each parcel along the ROW improvement route which will have a right of way dedication or easement, estimated at 15 separate parcels along the entire route. Plot property boundary and easement information on the topographic survey map. (Est. Title Company fee = \$450 per report)
 10. Prepare Right of Way Plan/Survey Control Sheets
 - a. Research record information on deeds, plats, surveys and road right of way plans as available through the Pierce County auditor to determine right of way location.

- b. Perform mathematical computations and determine right of way location for Stewart Rd and all intersecting streets.
 - c. Prepare Right of Way plans based on engineering design as provided by the City and incorporating prior survey field work and office calculations relating to the right of way.
 - d. Right of Way plans to be in accordance with WSDOT standards and acceptable for submittal to appropriate jurisdiction.
11. Drawings will be supplied in AutoCAD Civil 3D 2022 format. Hard copy plots and PDF's of the survey sheets shall be provided.

Subtask 3.2: As-Built Review and Field Investigation [Transpo]

The CONSULTANT will consult with the CITY to provide documentation (e.g., as-builts) on the existing features and Intelligent Transportation System (ITS)/traffic signal system components at the project intersections and along the Stewart Rd corridor. Data and base mapping files will be collected and assembled to better describe the project intersections and used to develop base mapping for use in the construction plans.

After reviewing the existing documentation, the CONSULTANT will identify items that require field investigation and perform necessary site visits to collect/verify this information. The field investigation will focus on the following elements:

- Existing traffic signal controller cabinets
- Existing junction boxes and conduits
- Existing traffic signals and ITS infrastructure (e.g., communications equipment, fiber optic/copper interconnect infrastructure, vehicle detection equipment, etc.)

Assumptions

- The CITY will provide any existing traffic signals/ITS infrastructure documentation, including as-builts, CAD files, etc.
- The CITY will accompany CONSULTANT staff during site visits to access the existing traffic signal controller cabinets.

Consultant Deliverables

- Site visit field notes, if requested.

Subtask 3.3: Traffic Counts [PH]

The CONSULTANT will collect the following data to support the Traffic Analysis task:

- 3-Year Corridor Collisions (WSDOT)
- Traffic counts
 - 8 Hours Intersection Turning Movement Counts (8 locations)
 - 7-Day Corridor Speed/Volume/Classifications (2)

Assumptions

- The CITY will provide existing signal timing plans/databases.

Consultant Deliverables

- Raw Traffic Data

Task 04—Traffic Analysis [PH]

The CONSULTANT will prepare a traffic analysis to evaluate the existing traffic operations along the corridor. The traffic analysis will include documentation of 3-year collision history within the project limits, existing traffic volumes, and LOS analysis for up to eight (8) signalized intersections for the AM, Mid-Day, and PM peak periods.

The CONSULTANT will prepare new basic traffic signal timings for each of the eight (8) signalized intersections, as well as provide corridor coordination programs for the AM, Mid-Day, and PM peak hour periods.



Assumptions:

- The CONSULTANT will evaluate phasing modifications (protected/permissive, lead/lag, etc.) as part of the analysis.
- The existing conditions will reflect the cross-sections shown on the Stewart Road Bridge Replacement plans (i.e., two thru lanes in each direction across the bridge, two thru lanes and dedicated left-turn lanes at Butte Ave and at 140th Ave Ct E).
- This task does not include implementation support for traffic signal timing. However, this can be supplemented for the construction phase of the project, if desired.
- This task does not include the development of Weekend or Special/Event Plans.

Consultant Deliverables:

- Traffic Analysis Memorandum with Recommendations (Draft & Final)
- Synchro Model(s)
- Traffic Signal Timing Cards / Coordination Plans (AM, Mid-Day, PM)

Task 05—Potential Technology & Alternatives Evaluation [Transpo]

Subtask 5.1: Stewart Rd ITS Improvements Evaluation/Basis of Design

To achieve the main goal of providing traffic signal coordination along the Stewart Rd corridor, several improvements and technologies could be deployed. Some improvements – like communications/interconnect – are necessary, while others may provide additional benefits. The CONSULTANT will evaluate different technology options and design alternatives that may be of interest to the CITY. This is anticipated to include vehicle detection improvements, traffic monitoring cameras, communications improvements, traffic signal controller upgrades, and Accessible Pedestrian Signal (APS) improvements. The evaluation will take into consideration the various jurisdictions that the project intersections reside in, including constraints that may be unique to each agency, such as design and construction standards. The Draft document will present the CONSULTANT’s findings from the evaluation, along with an initial listing of alternatives. These alternatives will be reviewed with the CITY and the stakeholder agencies, as needed. The Final document will document the final recommendations that emerge from the preferred alternatives selected, serving as a basis of design document for the project.

Assumptions:

- It is assumed that two (2) 1-hour meetings/workshops will be held via Teams to review comments on the Draft document and to select the preferred alternatives. It is assumed that the CONSULTANT project manager and up to three (3) other staff and/or subconsultant staff will be present at this meeting.
- The CITY will coordinate with external agencies as needed to review the draft and final documents and to participate in the meetings/workshops.

Consultant Deliverables:

- Stewart Rd ITS Improvements Evaluation/Basis of Design (Draft & Final)

Subtask 5.2: ITS Roadmap

The CONSULTANT will develop an Intelligent Transportation System (ITS) Roadmap to help guide the CITY with the planning, implementation, operations, and maintenance of ITS and traffic signal systems over the next several years. The Stewart Rd ITS Improvements project will be documented in the ITS Roadmap. The objective of the ITS Roadmap is to evaluate the CITY’s existing systems, identify needs and gaps, and develop a plan for addressing those gaps. The ITS Roadmap will address technology options, staffing, an implementation plan for planned projects, and funding strategies. The ITS Roadmap will address items required in WSDOT’s ITS Systems Engineering Analysis Worksheet.

The CONSULTANT will perform the following activities in support of the ITS Roadmap development:

- Existing Conditions Evaluation

- Document the CITY's existing traffic signal/ITS system, including existing traffic signal controller cabinet types, controller hardware and software version, detection systems, communications systems, etc.
- Needs Assessment and Gap Analysis
 - Conduct a needs assessment workshop with CITY staff to identify needs and gaps. This may include operational, maintenance, and data needs/gaps, to name a few.
- Technology Evaluation
 - Technologies to be evaluated may include multimodal detection systems (e.g., machine vision, video analytics, transit signal priority/emergency vehicle preemption systems, traffic signal control systems, etc.), traffic signal control systems/strategies (e.g., Advanced Transportation Controllers [ATC], Automated Traffic Signal Performance Measures [ATSPM], advanced signal controller strategies [e.g., dynamic flashing yellow arrow, leading pedestrian intervals, etc.], communications systems (e.g., fiber optic, wireless, leased, etc.) and a traffic management center feasibility analysis.
- System Sustainability
 - Consideration will be given to the necessary field infrastructure (e.g., detectors, mounting equipment, cabinet equipment, cabling and associated conduits and junction boxes, etc.), maintenance needs, capital costs (rough order-of-magnitude cost estimates for installing the system at an existing intersection), compatibility with the traffic signal system, and flexibility for accommodating future detection needs. Multimodal detection will also consider data collection such as automated counts, classifications, and near-miss analysis.
- Implementation Plan
 - Develop an approach for addressing the needs and gaps that were identified, using the technologies that have been evaluated. This may include a list of projects for potential inclusion in the CITY's Transportation Improvement Program/Capital Improvement Program, updates to development and design/construction standards to allow improvements to be implemented as part of development projects, and identifying potential funding opportunities.

Assumptions

- The CONSULTANT will facilitate up to six (6), 1-hour virtual meetings with the CITY to address the above topics, and for the Draft ITS Roadmap comment resolution.

Consultant Deliverables

- ITS Roadmap (Draft & Final)

Task 06—30% Design [Transpo, PH]

This task will develop the 30% engineering design documents, including plans and engineer's opinion of probable costs for the elements described in the *Subtask 5.1: Stewart Rd ITS Improvements Evaluation/Basis of Design* above. Improvements are anticipated to include traffic signal modifications and fiber optic communications along the Stewart Rd corridor connecting the following signalized intersections:

- Stewart Rd SE & SR 167 SB/W Valley Hwy E
- Stewart Rd SE & SR 167 NB
- Stewart Rd SE & Thornton Ave SW
- Stewart Rd SE & Valentine Ave SE
- Stewart Rd SE & Butte Ave SE
- Stewart Rd SE & 140th Ave Ct E
- Stewart Rd SE & SeaPort
- Stewart Rd SE & Golf Links Dr E

Additionally, new ADA curb ramps are anticipated at the following signalized intersections:

- Stewart Rd SE & 140th Ave Ct E

- Stewart Rd SE & SeaPort

30% Design Plans: The base maps provided in Task 03 will be used to prepare a 30% design plan set. The purpose of the 30% design plans is to finalize the horizontal placement of project improvements and are anticipated to show general locations of existing and proposed equipment with construction notes and preliminary layouts of restoration items such as roadway, sidewalk, and landscaping. The 30% design will show general locations of existing and proposed improvements (e.g., fiber optic conduits, aerial fiber cables, traffic signal modifications [e.g., APS improvements, traffic signal controller replacements, and detection modifications] and the associated areas of civil restoration) with callouts, as needed. No wiring details and/or schedules will be prepared at this stage. The design will show the installation of new communication infrastructure along the corridor. The CONSULTANT will coordinate with the CITY to identify routing for the new fiber optic communications system along Stewart Rd via trenching/boring new conduit, utilizing existing conduit, and/or aerial installation. The CONSULTANT will also evaluate accommodations for connectivity via wireless connection in areas where the installation of fiber is deemed cost prohibitive or restrictive. It is assumed that existing traffic signal conduit infrastructure will be used to route the new fiber optic cable into existing signal controller cabinets where possible and that new traffic signal cabinets/foundations may be required.

At the Stewart Rd SE & 140th Ave Ct E and Stewart Rd SE & SeaPort intersections, new curb ramps and APS improvements will also be provided. This will include the installation of additional pedestrian pushbutton posts/pedestrian signal poles, replacing/relocating junction boxes and intercepting existing conduits, and traffic signal rewiring. The 30% design will provide preliminary curb ramp layouts, which will be shown on the ITS and Traffic Signal Modification Plans; detailed grading will be provided as part of subsequent tasks.

It is anticipated that the 30% design plan set will include the following plan sheets:

- Cover Sheet with Vicinity Map and Index (1 sheet)
- ITS and Traffic Signal Modifications Plans at 1" = 20' scale (11 sheets)

30% Engineer's Opinion of Probable Construction Costs: The CONSULTANT will prepare and submit an Engineer's Opinion of Probable Construction Costs based on the design. The Engineer's Opinion of Probable Construction Costs will be presented in an Excel spreadsheet corresponding to the sequence of items as will be listed in the Project Manual's final bid schedule.

30% Quality Control: The CONSULTANT will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, and constructability.

30% Design Review: The CONSULTANT will meet with the City during a single two-hour virtual meeting to discuss and resolve the City's comments on the design submittal. The CONSULTANT will prepare written responses in spreadsheet format to City comments generated from the design review.

Assumptions

- The CITY will review the submittal package and provide comments.
- The CITY will coordinate with external agencies as needed to review the submittal package and provide comments.
- No channelization modifications will be needed.
- No new mast arm traffic signal poles (and associated geotechnical investigations) will be needed.

Consultant Deliverables

- 30% Design Plans
- 30% Engineer's Opinion of Probable Construction Costs
- Written responses to the 30% design review comments

Task 07—60% Design [Transpo, PH]

60% Design Plans: The CONSULTANT will prepare 60% design plans that advance the design from the previous design level. The CONSULTANT will incorporate CITY comments and feedback from the previous submittal. The 60% design plans are anticipated to include the following plan sheets:

- Cover Sheet with Vicinity Map and Index (1 sheet)
- General Notes, Legend, and Abbreviations (1 sheet)
- ITS and Traffic Signal Modifications Plans at 1" = 20' scale (11 sheets)
- Fiber Optic One-Line Schematic (1 sheet)
- ADA Curb Ramp Details (2 sheets)
- Traffic Control Plans (8 sheets)

60% Engineer's Opinion of Probable Construction Costs: The CONSULTANT will prepare and submit an Engineer's Opinion of Probable Construction Costs based on the design. The Engineer's Opinion of Probable Construction Costs will be presented in an Excel spreadsheet corresponding to the sequence of items as will be listed in the Project Manual's final bid schedule.

60% Design Supporting Calculations: The CONSULTANT will prepare and submit design supporting documentation based on the design (e.g., junction box capacity calculations, conduit fill calculations, etc.).

60% Quality Control: The CONSULTANT will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, and constructability.

60% Design Review: The CONSULTANT will meet with the City during a single two-hour virtual meeting to discuss and resolve the City's comments on the design submittal. The CONSULTANT will prepare written responses in spreadsheet format to City comments generated from the design review.

Assumptions

- See assumptions from previous task.
- No full closures or major detour plans will be necessary.

Consultant Deliverables

- 60% Design Plans
- 60% Engineer's Opinion of Probable Construction Costs
- 60% Design Supporting Documentation
- Written responses to the 60% design review comments

Task 08—90% Design [Transpo, PH]

90% Design Plans: The CONSULTANT will prepare 90% design plans that advance the design from the previous design level. The CONSULTANT will incorporate CITY comments and feedback from the previous submittal. The 90% design plans are anticipated to include the following plan sheets:

- Cover Sheet with Vicinity Map and Index (1 sheet)
- General Notes, Legend, and Abbreviations (1 sheet)
- ITS and Traffic Signal Modifications Plans at 1" = 20' scale (11 sheets)
- Fiber Optic One-Line Schematic (1 sheet)
- Fiber Optic Splicing Details (2 sheets)
- ADA Curb Ramp Details (2 sheets)
- Traffic Control Plans (8 sheets)

90% Project Manual: The CONSULTANT will prepare the Project Manual based on the current edition of the CITY's standards and the current edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. The Project Manual is anticipated to include:

- Bid Proposal Package, Contract Documents, etc.
- Divisions 1 through 9 of the Special Provisions



- Appendices
 - Standard Plans and Details
 - FHWA 1273
 - Prevailing Wage Rates

90% Engineer's Opinion of Probable Construction Costs: The CONSULTANT will prepare and submit an Engineer's Opinion of Probable Construction Costs based on the design. The Engineer's Opinion of Probable Construction Costs will be presented in an Excel spreadsheet corresponding to the sequence of items as will be listed in the Project Manual's final bid schedule.

90% Design Supporting Calculations: The CONSULTANT will prepare and submit design supporting documentation based on the design (e.g., junction box capacity calculations, conduit fill calculations, etc.).

90% Quality Control: The CONSULTANT will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, and constructability.

90% Design Review: The CONSULTANT will meet with the City during a single two-hour virtual meeting to discuss and resolve the City's comments on the design submittal. The CONSULTANT will prepare written responses in spreadsheet format to City comments generated from the design review.

Assumptions

- See assumptions from previous task.
- The City will provide a template/boilerplate of its Bid Proposal Package, Contract Documents, etc.
- The City will provide its Special Provisions package for Divisions 1-9.

Consultant Deliverables

- 90% Design Plans
- 90% Project Manual
- 90% Engineer's Opinion of Probable Construction Costs
- 90% Design Supporting Documentation
- Written responses to the 90% design review comments

Task 09—100% Design [Transpo, PH]

The CONSULTANT will progress the plans, project manual, engineer's opinion of probable construction costs, and supporting calculations to the 100% level. The CONSULTANT will incorporate comments and feedback from the previous submittal by the CITY and by WSDOT Local Programs.

Assumptions

- See assumptions from previous task.
- The purpose of the 100% submittal is to confirm that the CONSULTANT has addressed all of the CITY's and WSDOT Local Program's comments prior to the final signed and sealed package being advertised for construction

Consultant Deliverables

- 100% Design Plans
- 100% Project Manual
- 100% Engineer's Opinion of Probable Construction Costs
- 100% Design Supporting Documentation
- Written responses to the 100% design review comments

Task 10—Final Design [Transpo, PH]

The CONSULTANT will prepare the final ad-ready plans, project manual, and engineer's opinion of probable construction costs for the City to advertise and solicit bids for project construction. The CONSULTANT will address comments received from the City and WSDOT from the 100% Design review.

Assumptions

- No comments are anticipated as part of the Final Design submittal

Consultant Deliverables

- Ad-Ready Design Plans
- Ad-Ready Project Manual
- Final Design CAD Files (if requested)
- Final Engineer's Opinion of Probable Construction Costs
- Final Design Supporting Documentation

Task 11—Federal Funding Documentation [Transpo]

The following activities will be performed by the CONSULTANT to support the CITY in obligating federal grant funds following federal requirements as outlined by WSDOT Local Programs:

- ITS Systems Engineering Analysis Worksheet – The CONSULTANT will prepare the ITS Systems Engineering Analysis Worksheet, in accordance with the WSDOT LAG Manual.
- Public Interest Findings – The CONSULTANT will document, during the design phase, any proprietary materials and equipment used in the project.
- Environmental Documentation – The CONSULTANT will assist the CITY with the preparation of NEPA environmental checklists for the project through identification of potential project impacts and searches of publicly available agency mapping and resources. It is assumed that any other permitting, critical area delineation and field investigations including the identification of cultural resources or biological resources will not be necessary. The project is expected to meet the requirements for Categorical Exclusion. It is assumed that the CITY will lead all coordination efforts with WSDOT and other permitting agencies, as required.
- Right-of-Way Certification – The CONSULTANT will assist the CITY in obtaining right-of-way certification. It is assumed that no additional rights-of-way will be acquired as part of this project and right-of-way certification will consist of documenting existing right-of-way in relation to proposed improvements.
- Build America, Buy America (BABA) – The CONSULTANT will coordinate with equipment manufacturers and vendors to obtain documentation regarding BABA compliance.

Assumptions:

- The CITY will lead all correspondence with WSDOT and submit all documents related to project administration.

Consultant Deliverables:

- Draft and Final Systems Engineering Analysis Worksheet
- Draft and Final PIF Documentation
- Draft and Final ROW Certification Documentation
- Draft and Final NEPA Checklist Document and Mapping
- Draft and Final BABA Certification Documentation

Task 12—Grant Application Assistance [Transpo]

The CONSULTANT will assist the City in developing grant applications for construction funds. This assistance may include the development and/or summary of figures, cost estimates, tables, charts, etc. and filling out the required application forms, as needed.

Assumptions:

- Grant application assistance will be provided up to the hours identified in the fee estimate.



Management Reserve Fund

A Management Reserve Fund (MRF) of 10% of the total budget will be withheld for management control purposes at the CITY's discretion.

Exhibit B
DBE Participation Plan

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

The DBE goal for this project is 0%.

Apex Engineering, LLC (DBE D2F0026475) has a budget of \$29,487.98, which represents 6.6% of the contract value.

PH Consulting (DBE D5M0024799) has a budget of \$94,000, which represents 21.1% of the contract value.

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Refer to Exhibit A - Scope of Work

B. Roadway Design Files

Refer to Exhibit A - Scope of Work

C. Computer Aided Drafting Files

Refer to Exhibit A - Scope of Work

D. Specify the Agency's Right to Review Product with the Consultant

Refer to Exhibit A - Scope of Work

E. Specify the Electronic Deliverables to Be Provided to the Agency

Refer to Exhibit A - Scope of Work

F. Specify What Agency Furnished Services and Information Is to Be Provided

Refer to Exhibit A - Scope of Work

II. Any Other Electronic Files to Be Provided

Refer to Exhibit A - Scope of Work

III. Methods to Electronically Exchange Data

PDF

Microsoft Office Products - MS Outlook, Excel, Word, OneDrive, SharePoint, etc.

A. Agency Software Suite
Microsoft Office Products

B. Electronic Messaging System
Microsoft Office Products - MS Outlook

C. File Transfers Format
PDF, MS Word, Excel, and AutoCAD Civil 3D

Exhibit D
Prime Consultant Cost Computations

Transpo Group USA, Inc.
Cost Estimate Worksheet



Number / Project Name
1.24012-PR - Stewart Rd ITS

Rate schedule is effective from June 28, 2025 through June 26, 2026
 Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

Initials Labor category cost rate	Project Manager	Fed. Funding & QA/QC	Stakeholder Coord. & ITS Planning	ITS/Traffic Design Lead	ITS Analyst	CAD/Design Support	GIS	Graphics	Project Admin
	JR/C	RP	KT	DGN	BAJ	SHH	NEI	MJR	AMP
	Eng L5	Prn L7	Eng L6	Eng L4	Anal L3	Eng L2	Tech L4	PA L4	PA L5
	\$77.40	\$108.25	\$88.94	\$65.38	\$50.48	\$46.15	\$58.17	\$58.17	\$68.75

Task	Work Task	Hours	Cost	OH	Fee	TOTAL								
1	Task 01 - Project Management & Coordination													
2	Subtask 1.1: Project Coordination	32	\$0											
3	Subtask 1.2: Progress Reports and Invoices	6	\$571	10,302.87	1,895.77	18,517.87								
4	Subtask 1.3: Meetings	24	\$1,289	2,102.28	386.83	3,778.53								
5	Subtask 1.4: Project Schedule	8	\$64	8,440.46	1,553.08	15,170.46								
6	Subtask 1.5: Project Schedule	8	\$64	1,009.59	185.77	1,814.59								
7	Task 02 - Stakeholder Coordination													
8	Partner Agency Coordination	12	\$0	4,887.40	862.50	8,424.90								
9	Utility Coordination	12	\$0	4,982.13	916.73	8,954.63								
10	Signal Timing Coordination Workshops (3)	4	\$0	2,091.30	384.81	3,758.80								
11	Interface Agreement	8	\$0	4,102.65	754.90	7,373.90								
12	Task 03 - Data Collection & Field Inventory													
13	Subtask 3.1: Topographic Survey	4	\$0	931.21	171.35	1,673.71								
14	Subtask 3.2: As-Built Review and Field Investigation	2	\$0											
15	As-Built Review	2	\$0	1,280.80	235.67	2,302.05								
16	Field Inventory	16	\$0	4,928.82	906.92	8,858.82								
17	Subtask 3.3: Traffic Counts	2	\$0	252.40	46.44	453.65								
18	Task 04 - Traffic Analysis													
19	Synchro Development	2	\$0	155.20	25.40	252.40								
20	Evaluate Phasing Modifications	2	\$0	678.81	124.90	1,220.06								
21	Traffic Analysis Memorandum (Draft & Final)	2	\$0	155.20	25.40	252.40								
22	Traffic Signal Timing Plans	2	\$0	155.20	25.40	252.40								
23	Task 05 - Potential Technology & Alternatives Evaluation													
24	Subtask 5.1: Steward ITS Interventions Evaluation/Basis of Design	4	\$0											
25	Workshops (2)	4	\$0	927	1,511.26	2,780.08								
26	Technology/Improvements Evaluation	4	\$0	2,517.71	463.27	4,525.21								
27	Alternatives Evaluation	4	\$0	2,517.71	463.27	4,525.21								
28	Draft Document	4	\$0	1,937.87	356.54	3,482.67								
29	Final Document	2	\$0	1,034	185.27	3,101.02								
30	Subtask 5.2: ITS Roadmap	8	\$0											
31	Workshops (6)	8	\$0	3,737.38	687.69	6,717.38								
32	Existing Conditions Evaluation	2	\$0	2,249.64	413.94	4,043.39								
33	Needs Assessment and Gap Analysis	4	\$0	2,652.54	488.08	4,767.54								
34	Technology Evaluation	4	\$0	2,652.54	488.08	4,767.54								
35	System Sustainability Considerations	4	\$0	2,652.54	488.08	4,767.54								
36	Implementation Plan	4	\$0	2,652.54	488.08	4,767.54								
37	Draft ITS Roadmap	4	\$0	3,740.51	688.27	6,723.01								
38	Final ITS Roadmap	2	\$0	1,870.26	344.13	3,361.51								
39	Task 06 - 30% Design													
40	Design Plans	16	\$0	9,042.45	1,663.85	16,252.45								
41	Civil Design Coordination	2	\$0	979.81	180.29	1,761.06								
42	Engineer's Opinion of Probable Construction Costs	2	\$0	979.81	180.29	1,761.06								
43	QC	8	\$0	1,356.05	249.52	2,437.30								
44	Design Review	2	\$0	498	812.06	1,459.56								
45	Task 07 - 60% Design													
46	Design Plans	24	\$0	11,506.86	2,117.31	20,681.86								
47	Civil/Traffic Control Design Coordination	4	\$0	1,959.62	360.58	3,522.12								
48	Engineer's Opinion of Probable Construction Costs	2	\$0	979.81	180.29	1,761.06								
49	Supporting Calculations	2	\$0	470	141.06	1,377.85								
50	QC	8	\$0	832	249.52	2,437.30								
51	Design Review	2	\$0	498	812.06	1,459.56								
52	Task 08 - 90% Design													
53	Design Plans	24	\$0	11,506.86	2,117.31	20,681.86								
54	Civil/Traffic Control Design Coordination	4	\$0	1,959.62	360.58	3,522.12								
55	Project Manual	8	\$0	4,260.99	784.04	7,658.49								
56	Engineer's Opinion of Probable Construction Costs	2	\$0	979.81	180.29	1,761.06								
57	Supporting Calculations	2	\$0	470	141.06	1,377.85								
58	QC	8	\$0	1,356.05	249.52	2,437.30								
59	Design Review	2	\$0	498	812.06	1,459.56								
60	WSDOT Local Programs Coordination	8	\$0	1,218.93	391.73	3,826.43								
61	Task 09 - 100% Design													
62	Design Plans	2	\$0	979.81	180.29	1,761.06								
63	Civil/Traffic Control Design Coordination	4	\$0	426.41	78.46	766.41								
64	Project Manual	2	\$0	1,025.27	188.65	1,842.77								
65	Engineer's Opinion of Probable Construction Costs	2	\$0	1131	39.23	383.21								
66	Supporting Calculations	2	\$0	1131	39.23	383.21								
67	QC	4	\$0	522	156.63	1,530.01								
68	Task 10 - Final Design													
69	Ad-Ready Design Plans	2	\$0	616.10	113.37	1,107.35								
70	Ad-Ready Project Manual	2	\$0	426.41	86.85	836.85								
71	Final Engineer's Opinion of Probable Construction Costs	2	\$0	616.10	113.37	1,107.35								
72	Final Design Supporting Calculation	2	\$0	616.10	113.37	1,107.35								
73	Task 11 - Federal Permitting Documentation													
74	Draft & Final Systems Engineering Analysis Worksheet	4	\$0	2,050.54	377.31	3,685.54								
75	Draft & Final PIF Documentation	4	\$0	1,704.08	315.56	3,062.83								
76	Draft & Final ROW Certification Documentation	4	\$0	2,050.54	377.31	3,685.54								
77	Draft & Final NEPA Checklist Document & Mapping	8	\$0	4,010.16	737.88	7,207.66								
78	Draft & Final SADA Certification Documentation	4	\$0	1,704.08	315.56	3,062.83								
79	Task 12 - Grant Application Assistance													
80	Grant Application Assistance	8	\$0	5,925.88	1,090.38	10,650.88								
81	Task 13 - Right-of-Way Services													
82	To be included as part of future supplement, if needed	0	\$0	-	-	-								
83	Task 14 - Bid & Award Support													
84	To be included as part of future supplement, if needed	0	\$0	-	-	-								
85	Task 15 - Construction Phase Services													
86	To be included as part of future supplement, if needed	0	\$0	-	-	-								
87	Task 16 - Before-and-After Study													
88	To be included as part of future supplement, if needed	0	\$0	-	-	-								
Total Hours		366	66	176	398	92	250	16	20	12	1396			
Labor Costs		\$28,330	\$7,013	\$15,654	\$26,023	\$4,644	\$11,638	\$931	\$1,163	\$825	\$96,121.15	\$156,715.93	\$28,836.35	\$281,673.43
Overhead		Rate 163.04%										\$156,715.93		
Fee (as a % of labor)		30.00%										\$28,836.35		
Miscellaneous Expenses:														
	Item	Reimbursable Cost												
1	Travel Expenses (Mileage)	\$450												
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
Total Reimbursable Expenses		\$450												
Subconsultants:														
	Firm	Subs Cost												
1	Apex Engineering, LLC - Topographic Survey (ROW & Summer Intersections Only)	\$29,488												
2	PH Consulting, LLC	\$94,000												
3														
4														
5														
Total Subconsultants		\$123,488												
TOTAL ESTIMATE												\$405,611.41		
MANAGEMENT RESERVE (10%)												\$40,561.14		
TOTAL CONTRACT ESTIMATE												\$446,172.55		



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

March 13, 2025

Transpo Group USA, Inc.
12131 113th Avenue NE, Suite 203
Kirkland, WA 98034

Subject: Acceptance FYE 2024 ICR – Risk Assessment Review

Dear Sarah Brinkerhoff:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 163.04% (rate includes 0.07% Facilities Capital Cost of Money). 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

[Schatzie Harvey \(Mar 13, 2025 09:33 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:ah

Exhibit E
Sub-consultant Cost Computations

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

Client: Transpro/City of Sumner
 Project: Sumner Stewart Road ITS
 Project No: 38260

EXHIBIT E: APEX

Budget Summary Phase / Task			Direct Salary Cost	DSC * Overhead	DSC * Fee Amount	Total Labor Including Fee	Expenses	Total
Phase	Task	Description		106.61%	30.00%			
	1	Survey Base Map-2 Interse tions Only	\$5,765.00	\$6,146.07	\$1,729.50	\$13,640.57	\$0.00	\$13,640.57
	2	ROW/Survey Control Plan	\$3,380.00	\$3,603.42	\$1,014.00	\$7,997.42	\$0.00	\$7,997.42
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Direct Salary Costs:			\$9,145.00	\$9,749.49	\$2,743.50	\$21,637.99	\$0.00	\$21,637.99

Estimated Direct Costs:		Units	Unit Cost	Total
Private Utility Locate Services - CNI	2 Intersection Locations	10 hours	\$110.00	\$1,100.00
Title Reports - Stewart Title		15	\$450.00	\$6,750.00
Total Other Cost:				\$7,850.00

Project Totals and Summary:		Total
Direct Salary Cost (DSC)		\$9,145.00
OH @ 106.61% DSC		\$9,749.48
FF @ 30% DSC		\$2,743.50
Direct Expenses		\$7,850.00
Total Project Cost:		\$29,487.98

Apex Engineering				Staff Name:							
				Saunders, S	Redditt, M	McDaniel, T	Judge, R	McKenzie, B	Riley, D	Shrouse, A	
Classification:				Project Expeditor	Administrator	Sr Project Manager / Principal	Field Coordinator	Survey CAD Technician	Survey Crew Party Chief	Survey Crew Chairman	
Direct Rates:				\$ 47.00	\$ 50.00	\$ 90.00	\$ 62.00	\$ 46.00	\$ 53.00	\$ 35.00	
Phase	Task	Description	Labor Dollars	Labor Hours							
	1	Survey Base Map-2 Interse tions Only	\$5,765.00	123		2.5	5	5	20	45	45
	2	ROW/Survey Control Plan	\$3,380.00	58		2	16		40		
	0	0	\$0.00	0							
	0	0	\$0.00	0							
	0	0	\$0.00	0							
	0	0	\$0.00	0							
	0	0	\$0.00	0							
Labor Totals:			\$9,145.00	181	0	5	21	5	60	45	45
					\$0.00	\$225.00	\$1,890.00	\$310.00	\$2,760.00	\$2,385.00	\$1,575.00



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

July 9, 2025

Apex Engineering, LLC
2601 S. 35th St. Ste. 200
Tacoma, WA 98409

Subject: Acceptance FYE 2024 ICR – Risk Assessment Review

Dear Lyn Skinner:


Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 106.61% of direct labor. 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 (Jul 10, 2025 06:44 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Firm Name:		Apex Engineering, LLC			
Employee Name	Job Classification	Direct Rate	2025 ICR	Fee	Total
Last name, First name	Classification	Rate	106.61%	30%	Rate
Ameil, John	Construction Project Manager	\$ 54.00	\$ 57.57	\$ 16.20	\$ 127.77
Parcher (PLS), Kurt	Survey Project Manager	\$ 59.00	\$ 62.90	\$ 17.70	\$ 139.60
Jones (PLS), Pamela	Survey Project Manager	\$ 54.50	\$ 58.10	\$ 16.35	\$ 128.95
McDaniel (PLS), Timothy	Principal Surveyor	\$ 90.00	\$ 95.95	\$ 27.00	\$ 212.95
Judge, Robert	Survey Field Coordinator	\$ 62.00	\$ 66.10	\$ 18.60	\$ 146.70
McKenzie, Britt	Survey CAD Technician	\$ 46.00	\$ 49.04	\$ 13.80	\$ 108.84
Riley, Doug	Survey Field Crew Chief	\$ 53.00	\$ 56.50	\$ 15.90	\$ 125.40
Helton, Mike	Survey CAD Technician	\$ 45.00	\$ 47.97	\$ 13.50	\$ 106.47
Morris, Erica	Survey Field Crew Chief	\$ 46.00	\$ 49.04	\$ 13.80	\$ 108.84
Naas, Brian	Survey Field Crew Chief	\$ 47.00	\$ 50.11	\$ 14.10	\$ 111.21
Painter, Brandon	Survey Field Crew Chief	\$ 37.00	\$ 39.45	\$ 11.10	\$ 87.55
Ward, Thomas	Survey Field Crew Chief	\$ 42.00	\$ 44.78	\$ 12.60	\$ 99.38
Morris, Ethan	Survey Field Crew Chainman	\$ 34.00	\$ 36.25	\$ 10.20	\$ 80.45
Harrington, Alexander	Survey Field Crew Chainman	\$ 37.00	\$ 39.45	\$ 11.10	\$ 87.55
Shouse, Abram	Survey Field Crew Chainman	\$ 35.00	\$ 37.31	\$ 10.50	\$ 82.81
Collette, Dustin	Survey Field Crew Chainman	\$ 30.00	\$ 31.98	\$ 9.00	\$ 70.98
Saunders, Staci	Project Expeditor	\$ 47.00	\$ 50.11	\$ 14.10	\$ 111.21
Redditt, Michelle	Admin	\$ 50.00	\$ 53.31	\$ 15.00	\$ 118.31



PH Consulting Staff Category	Hours	Rate	Cost
Principal	15	\$ 115.00	\$ 1,725.00
Senior Project Manager	77	\$ 95.00	\$ 7,315.00
Senior Traffic Engineer	113	\$ 85.00	\$ 9,605.00
Project Engineer	19	\$ 70.00	\$ 1,330.00
CAD Manager	62	\$ 60.00	\$ 3,720.00
Associate Engineer	125	\$ 55.00	\$ 6,875.00
Engineering Design Tech	99	\$ 45.00	\$ 4,455.00
Office Admin	8	\$ 47.00	\$ 376.00
Office Assistant	2	\$ 35.00	\$ 70.00
Total Hours	520		\$ 35,471.00

Direct Labor Cost	\$ 35,471.00
Overhead Rate @ 118.87% of Direct Labor	\$ 42,164.38
Fee @30% of Direct Labor	\$ 10,641.30
Direct Salary Cost	\$ 88,276.68

Direct Expenses	Unit	Cost	Total
Traffic Counts	1	\$ 5,500.00	\$ 5,500.00
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Travel (Airfare, Hotel)	1	\$ -	\$ -
Other Expenses (Blueline)	1	\$ -	\$ -
2025 Mileage Rates	1	\$ 0.70 /Mi	\$ 223.32

Sub-Total Direct Expenses	\$ 5,723.32
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Total Fee	\$ 94,000.00
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Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Manager	Associate Engineer	Engineering Design Tech	Office Admin	Office Assistant	Total
	Direct Rate	\$ 115.00	\$ 95.00	\$ 85.00	\$ 70.00	\$ 60.00	\$ 55.00	\$ 45.00	\$ 47.00	\$ 35.00	
	Loaded ANTE Rate	\$ 286.20	\$ 236.43	\$ 211.54	\$ 174.21	\$ 149.32	\$ 136.88	\$ 111.99	\$ 116.97	\$ 87.10	
1.0	Project Management										
	Project Coordination	1	4								5
	Project Monitoring, Progress Reporting, & Invoicing	1	8						8	2	19
	Project Team Meetings (8 Project Team Meetings)	2	8	8							18
											0
	Task 1.0 Total Hours	4	20	8	0	0	0	0	8	2	42
	Subtotal Task 1.0	\$ 1,144.80	\$ 4,728.53	\$ 1,692.32	\$ -	\$ -	\$ -	\$ -	\$ 935.75	\$ 174.21	\$ 8,675.61
2.0	Stakeholder Coordination										
	Railroad Coordination	2	4	4	8						18
	Stakeholder Meeting/Workshop (+1 Meeting)		2	1							3
	Preliminary Recommendations (+1 Meeting)		2	1							3
	Final Timing Plan/Recommendations (+1 Meeting)		2	1							3
											0
	Task 2.0 Total Hours	2	10	7	8	0	0	0	0	0	27
	Subtotal Task 2.0	\$ 572.40	\$ 2,364.27	\$ 1,480.78	\$ 1,393.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,811.11
3.0	Data Collection & Inventory										
	Traffic Counts (AM, Midday, & PM)		1	2				1			4
	Signal Timing Databases		1				4				5
	Field Investigation		2	4		2		4			12
											0
	Task 3.0 Total Hours	0	4	6	0	2	4	5	0	0	21
	Subtotal Task 3.0	\$ -	\$ 945.71	\$ 1,269.24	\$ -	\$ 298.64	\$ 547.51	\$ 559.96	\$ -	\$ -	\$ 3,621.06
4.0	Traffic Analysis										
	Existing Conditions (AM, Midday, & PM)		2	8			24				34
	Future Conditions (AM, Midday, & PM)		2	4			16				22
	Timing/Phasing Plans (AM, Midday, & PM)	2	16	40			24	8			90
	Draft Report with Recommendations	2	4	8			8	12			34
	Final Report	1	2	4			4				11
											0
	Task 4.0 Total Hours	5	26	64	0	0	76	20	0	0	191
	Subtotal Task 4.0	\$ 1,431.00	\$ 6,147.09	\$ 13,538.53	\$ -	\$ -	\$ 10,402.77	\$ 2,239.83	\$ -	\$ -	\$ 33,759.22
6.0	30% Design										
	Curb Ramp Design Concepts	2	4		4	16	8				34
	Cost Estimate		1				1	2			4
											0
	Task 6.0 Total Hours	2	5	0	4	16	9	2	0	0	38
	Subtotal Task 6.0	\$ 572.40	\$ 1,182.13	\$ -	\$ 696.84	\$ 2,389.15	\$ 1,231.91	\$ 223.98	\$ -	\$ -	\$ 6,296.41
7.0	60% Design										
	Respond to Comments		1	2							3
	Curb Ramp Design Plans	1	2	4	4	24					35
	Update Cost Estimate		1		2			4			7
	Traffic Control Plan		1	8		4	16	48			77
											0
	Task 7.0 Total Hours	1	5	14	6	28	16	52	0	0	122
	Subtotal Task 7.0	\$ 286.20	\$ 1,182.13	\$ 2,961.55	\$ 1,045.25	\$ 4,181.02	\$ 2,190.06	\$ 5,823.56	\$ -	\$ -	\$ 17,669.77
8.0	90% Design										
	Respond to Comments		1	1							2
	Curb Ramp Design Plans	1	1	2	1	8					13
	Update Cost Estimate		1				2				3
	Update Traffic Control Plan		4			2	4	16			26
	Specifications (Curb Ramps & TCP)		2	2			8				12
											0
	Task 8.0 Total Hours	1	5	9	1	10	14	16	0	0	56
	Subtotal Task 8.0	\$ 286.20	\$ 1,182.13	\$ 1,903.86	\$ 174.21	\$ 1,493.22	\$ 1,916.30	\$ 1,791.86	\$ -	\$ -	\$ 8,747.78
9.0	100% Design										
	Respond to Comments		1	2							3
	Update Plans/Cost Est./TCP/Specs		1	1		4	4	4			14
											0
	Task 9.0 Total Hours	0	2	3	0	4	4	4	0	0	17
	Subtotal Task 9.0	\$ -	\$ 472.85	\$ 634.62	\$ -	\$ 597.29	\$ 547.51	\$ 447.97	\$ -	\$ -	\$ 2,700.24
10.0	Final Design										
	Respond to Comments			1							1
	Update Plans/Cost Est./TCP/Specs			1		2	2				5
											0
	Task 10.0 Total Hours	0	0	2	0	2	2	0	0	0	6
	Subtotal Task 10.0	\$ -	\$ -	\$ 423.08	\$ -	\$ 298.64	\$ 273.76	\$ -	\$ -	\$ -	\$ 995.48
	PH TOTAL HOURS	15	77	113	19	62	125	99	8	2	520
	TOTAL ALL TASKS	\$ 4,293.01	\$ 18,204.84	\$ 23,903.96	\$ 3,309.97	\$ 9,257.96	\$ 17,109.81	\$ 11,087.16	\$ 935.75	\$ 174.21	\$ 88,276.68

PH Consulting LLC
Summary of Direct Labor Costs
Effective August 1, 2025-June 30, 2026

Job Classifications	Maximum Direct Labor Rate	Indirect Cost Rate 118.87%	Fixed Fee 30%	Maximum Billing Rate
Principal	\$ 115.00	\$ 136.70	\$ 34.50	\$ 286.20
Sr Project Manager	\$ 110.00	\$ 130.76	\$ 33.00	\$ 273.76
Project Manager	\$ 95.00	\$ 112.93	\$ 28.50	\$ 236.43
Senior Traffic Engineer	\$ 85.00	\$ 101.04	\$ 25.50	\$ 211.54
Project Engineer	\$ 75.00	\$ 89.15	\$ 22.50	\$ 186.65
Associate Engineer	\$ 65.00	\$ 77.27	\$ 19.50	\$ 161.77
Engineering Design Technician	\$ 55.00	\$ 65.38	\$ 16.50	\$ 136.88
Engineering Intern	\$ 40.00	\$ 47.55	\$ 12.00	\$ 99.55
CAD Manager	\$ 65.00	\$ 77.27	\$ 19.50	\$ 161.77
CAD Designer III	\$ 60.00	\$ 71.32	\$ 18.00	\$ 149.32
CAD Designer II	\$ 50.00	\$ 59.44	\$ 15.00	\$ 124.44
CAD Designer I	\$ 45.00	\$ 53.49	\$ 13.50	\$ 111.99
Office Administrator	\$ 50.00	\$ 59.44	\$ 15.00	\$ 124.44
Office Assistant	\$ 40.00	\$ 47.55	\$ 12.00	\$ 99.55

Direct non-salary costs will be billed at actual costs.
 Direct Mileage will be billed at 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

July 30, 2025

PH Consulting, LLC
5510 15th St E
Fife, WA 98424

Subject: Acceptance FYE 2024 ICR – Risk Assessment Review

Dear Rose Tinti:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 118.87% of direct labor. 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

[Schatzie Harvey \(Jul 30, 2025 12:25:20 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the _____

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Mayor

Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the _____

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ _____.

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

SUBJECT: Variable Frequency Drive Replacement - Goods & Services Contract

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$300,000

Within Budget Allocation: Yes

ATTACHMENTS:

1. Goods-and-Services_VFD Project

STAFF CONTACT: Thi Le, Engineering Specialist

SUMMARY BACKGROUND:

The City is seeking to establish an agreement with a qualified contractor to provide Variable Frequency Drive (VFD) supplies and electrical and control system services for its treatment plant and associated lift stations. The scope of work includes, but is not limited to, VFD material replacement, cellular and radio telemetry upgrades, Human-Machine Interface (HMI) relocation, and arc flash hazard analysis at lift stations and at the Wastewater Treatment Plant.

Three (3) proposals were received on September 17, 2025, for this project. Quality Controls Corporation (QCC) was selected to provide goods and services for this project through a qualification-based selection process. An agreement with a maximum amount payable of \$300,000 was negotiated for the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 10/7/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with QCC, in an amount not-to-exceed \$300,000 for the WWTF VFD Replacement (W25-14), substantially in a form approved by the City Attorney.



GOODS & SERVICES CONTRACT between the City of Sumner and QCC Quality Controls Coporation

THIS CONTRACT is made by and between the City of Sumner, a Washington municipal corporation (hereinafter the "City"), and QCC Quality Controls Corporation organized under the laws of the State of Washington, located and doing business at 5015 208th ST SW, Suite 1B Lynnwood, WA 98155, 425-778-8280.

CONTRACT

I DESCRIPTION OF WORK.

Vendor shall provide the following materials, supplies, equipment goods and materials and/or perform the following services for the City:

See Exhibit A – City of Sumner Wastewater Treatment Plant VFD Upgrades

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources, at its discretion.

II TIME OF COMPLETION. Upon the effective date of this Contract, Vendor shall complete the work and provide all goods, materials, and services by 12/31/2026

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed \$300,000.00, plus Washington State Sales Tax, if applicable, for the goods, materials, and services contemplated in this Contract. The City shall pay the Vendor the following amounts according to the following schedule:

Vendor shall submit monthly invoices to the City. The City shall pay the first monthly invoice once all required paperwork has been received by the City. In the event that any provision of the City's Goods and Services Contract conflicts with any provision or Term of Contractor's Bid, the City's contract provisions shall govern.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A.** Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Contract, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Contract with other sources, from any and all amounts due or to become due the Vendor.
- B.** Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Vendor 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 (60) days written notice at its address set forth on the signature block of this Contract.

VI. CHANGES. The City may issue a written amendment for any change in the goods, materials or services to be provided during the performance of this Contract. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the notice provision section of this Contract, section XV, within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended

work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VII. CLAIMS. If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Vendor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Contract that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VIII. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

IX WARRANTY. This Contract is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction. The Contractor's warranty excludes remedy for damage caused by abuse, improper or insufficient installation by others, improper operation, or normal wear and tear under normal usage. In the event that installation is contracted with the Vendor, materials and equipment will be applied, programmed, installed, connected, erected, used, cleaned, and conditioned in accordance with the Work Order. Warranties will be provided as described in the Work Order, and the City's receipt of a warranty inconsistent with the terms of the Work Order will not constitute acceptance of those terms. This section does not supersede, nor void, any specific material and/or labor warranties provided by individual suppliers, vendors, or manufacturers. The Vendor agrees to assign to City at the time of final completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such manufacturer's warranties.

X. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor 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.

XI. INDEMNIFICATION. The Vendor 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 performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'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.

XII. INSURANCE. The Vendor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

No Limitation. Vendor's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Vendor 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.

Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

C. Other Insurance Provisions. The Vendor's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

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

E. Verification of Coverage. Vendor 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 Vendor before goods, materials or supplies will be accepted by the City.

F. Notice of Cancellation. The Vendor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

XIII. WORK PERFORMED AT VENDOR'S RISK. Vendor 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 Vendor's own risk, and Vendor 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. PREVAILING WAGES.

The Vendor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. No final payment will be made on this Contract until the contractor and each and every subcontractor has submitted an "Affidavit of Wages Paid" that has been certified by the industrial statistician of the Department of Labor and Industries. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. The Statement of Intent to Pay Prevailing Wages shall include the Vendor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Vendor. It shall be the responsibility of Vendor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

XV. 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. This Contract shall be governed by and construed in accordance with the laws of the State of Washington, If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Contract, then the following shall be the means for resolving the dispute:

1. 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 Contract 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.

2. Should the parties fail to agree upon or be unable to select an arbitrator, then the dispute shall be resolved by filing suit exclusively under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington 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 Contract, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, 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 XI 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 the 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 Vendor.

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 Vendor agrees to comply with all federal, state, and municipal laws, rules, regulations and executive orders that are now effective or in the future become applicable to Vendor'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. 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.

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

CONSULTANT:	CITY OF SUMNER:
By: _____ <i>(signature)</i>	By: _____ <i>(signature)</i>
Print Name: _____	Print Name: <u>Kathy Hayden</u>
Its _____ <i>(Title)</i>	Its <u>Mayor</u> <i>(Title)</i>
DATE: _____	DATE: _____
	By: _____ <i>(signature)</i>
	Print Name: <u>Jason Wilson</u>
	Its <u>City Administrator</u> <i>(Title)</i>

DATE: _____

Attest:

Approved as to form:

City Clerk

City Attorney

DATE: _____

DATE: _____

<p>NOTICES TO BE SENT TO:</p> <p>CONSULTANT:</p> <p>James Cross Quality Controls Corporation 5015 208th ST SW, Suite 1B Lynnwood, WA 98155 425-967-7110 JamesC@quality-controls.com</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF SUMNER:</p> <p>Thi Le, Engineering Specialist City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5718 thil@sumnerwa.gov</p>
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Exhibit A



5015 208th St. SW, Suite 1-B
Phone (425) 778-8280

Lynnwood, Washington 98036
www.qualitycontrolscorp.com

Budgetary Quotation

September 17, 2025 Quote Number: Q4583 Rev. A

To: City of Sumner
Attention: Matt Ellingson, Chief Operator of Maintenance

Project: City of Sumner Wastewater Treatment Plant VFD Upgrades

Reference: -Addendum A: VFD Inventory List
-Existing MCC's and VFDs

Bid Date: N/A Bid Close: N/A

Terms: Net 30
FOB: Lynnwood, WA
Freight: Prepaid and allowed

This quote is valid for 30 days.

QCC is pleased to provide a quotation for the above-mentioned project. Quality Controls Corp. (QCC) provides materials, FOB Lynnwood, WA. QCC's quoted price does not include the cost of bonding this project if required.

Please call me with any technical questions or if you have any questions concerning the pricing on this quotation.

Sincerely,
David Chu

A handwritten signature in black ink, appearing to read 'David Chu'.

5015 – 208th Street S.W. Unit 1B Lynnwood, Washington 98036
Phone: 425.778.8280 Fax: 425.778.4541
Email: DavidC@Quality-Controls.com

Pricing

Item 1- Scope of work as detailed below:	\$ 162,870.00
Item 2- Contingency for additional onsite support, 20 @ \$1450.00/day	\$ 29,000.00
Sales Tax (9.5%)	<u>\$ 15,472.65</u>
Total Price:	\$ 178,342.65

Scope of Work

1. QCC supplies the following VFD hardware for installation in the existing MCC's by others:
 - QTY (2) Square D ATV630D11N4, 480VAC, 3ph 20HP VFD.
 - QTY (17) Square D ATV630D15N4, 480VAC, 3ph 20HP VFD.
 - QTY (3) Square D ATV630D18N4, 480VAC, 3ph 25HP VFD.
 - QTY (2) Square D ATV630D30N4, 480VAC, 3ph 40HP VFD.
 - QTY (1) Square D ATV630U15N4, 480VAC, 3ph 2HP VFD.
 - QTY (1) Square D ATV630U22N4, 480VAC, 3ph 3HP VFD.
 - QTY (3) Square D ATV630U55N4, 480VAC, 3ph 7HP VFD.
 - QTY (4) Square D ATV630U75N4, 480VAC, 3ph 10HP VFD.
 - QTY (33) Square D VW3A1104R50, Remote mount HIM Modules.
 - QTY (33) Square D VW3A1112, Remote mount HIM cables.

QCC supplies the hardware loose for installation and field termination by others. QCC will provide red-lined as-built drawings and support services as required to assist the contractor with installation.

2. QCC provides onsite engineering design services in cooperation with the city's electrician to review installation requirements and coordinate an installation plan for each VFD type.
3. QCC supplies 5 days of onsite start-up and commissioning services to be coordinated with the city's staff and the city's programmer, Connetix Engineering. QCC can provide additional onsite field services on a full-day basis as requested.
4. QCC provides CAD-based drawings, Bill of Materials, and an electronic Operation and Maintenance manual for all material included in this proposal.

Pricing

Prices to Perform the Scope of Work Listed Below for all required hardware and services:

▪ Task 1- MTU PLC and Router Upgrades	\$ 30,710.00
▪ Task 2 – LS1 & 16 Cellular Telemetry Upgrade	\$ 22,200.00
▪ Task 3 – LS3 & 13 Lift Station Upgrade	\$ 11,940.00
▪ Task 4 – LS4 Upgrade	\$ 12,670.00
▪ Task 5 – LS10 Operator LCP	\$ 23,790.00

TOTAL PRICE: \$ 101,310.00

Scope of Work

▪ Task 1 – MTU PLC and Cell Router Upgrades

Description: QCC provides the hardware and labor to upgrade the exiting master telemetry unit PLC control panel with upgrade PLC and cellular telemetry hardware. The new MTU PLC will be upgraded to the latest CompactLogix PLC with dual isolated Ethernet ports to allow redundant interface to radio and cellular telemetry networks. The new cellular MTU router will be provided to accommodate secure ethernet network connections for up to twenty remote sites, enough to cover all existing sites and 25% future growth.

- Remove existing MTU PLC and replace with PLC hardware quoted below.
- Replace Existing cellular router with new cellular router quoted below. Existing router to be utilized as Lift Station 1 as quoted in

QCC supplies the following hardware and services.

A. Hardware- QCC provides the following hardware, installed at the existing MTU control panel:

i. PLC Hardware -

- Processor - Allen Bradley CompactLogix 5069-L320ER dual NIC processor. Integrated Power supply.
- Discrete Input Module – Allen Bradley 5069-IB16, DC Input module.

ii. Telemetry Hardware –

- Cradlepoint E300 Cellular Gateway – 940MBS firewall throughput, 20 tunnel connectivity, dual band, 5 GBE Lan/Wan switchable ports. 3-year Netcloud licensing subscription.

B. Engineering and Field Services-

- i. QCC provides onsite field engineering services to assist the district’s installation and testing of all equipment provided in this quotation.
- ii. QCC provides the required PLC, SCADA, and telemetry programming per for operation of the city’s standard telemetry system functions.

▪ **Task 2 – Lift Station 1 & 16 Cellular Telemetry Upgrade**

Description: QCC provides the hardware and site labor to modify the exiting control panels to update the control system to align with the city’s standard telemetry design standards. Including the following:

- Install cellular telemetry modem and antennas.
- Update the PLC and telemetry programs for connection via the city’s telemetry standards.

QCC supplies the following hardware and services.

A. Hardware- QCC provides the following hardware, installed at the existing MTU control panel:

i. Cellular Telemetry Hardware-

- Cradlepoint S750 edge gateway router with remote mount antenna hardware.

B. Engineering and Field Services-

- i. QCC provides onsite field engineering services to assist the district’s installation and testing of all equipment provided in this quotation.
- ii. QCC provides the required PLC, SCADA, and telemetry programming per for operation of the city’s standard telemetry system functions.

▪ **Task 3 – Lift Stations 3 & 13 Upgrades**

Description: QCC provides the hardware and site labor to modify the exiting control panels to reduce hazards to operators associated with accessing the operator controls and motor disconnects. The scope includes the following at each of two pump stations:

- Relocating the OIT and pilot devices to the exterior of the control panel, protected with a lockable stainless-steel cover.
- Relocating the two existing motor disconnect breakers to custom brackets so that the operators are accessible through the exiting fiberglass shielding the VFDs and associated electrical components.

QCC supplies the following hardware and services.

i. Hardware- QCC provides the following hardware, installed at the existing pump station control panel:

ii. Door Hardware-

- Door mounted padlock able operator controls cover. Custom door mounted stainless steel cover with hinged lockable door. NEMA 1 rated with gaskets.

iii. Custom Breaker Mounting Brackets-

- Mounting rails to relocated existing motor protection breakers to internal plexiglass swing panel to allow operator access without opening panel.

C. Engineering and Field Services-

- i. QCC provides onsite field engineering services to assist the district's installation of all equipment provided in this quotation.

▪ **Task 4 – Lift Station 4 Upgrades**

Description: QCC provides the hardware and site labor to modify the existing control panels to reduce hazards to operators associated with accessing the operator controls and provide the described upgrades. The scope includes the following:

- Relocating the OIT and pilot devices to the exterior of the control panel, protected with a lockable stainless-steel cover.
- Replace the existing antiquated VFDs with new city standardized Schneider VFDs.
- Install the two new VFD HIMs into the existing swing panel for safer operator access.

QCC supplies the following hardware and services.

A. Hardware- QCC provides the following hardware, installed at the existing pump station control panel:

i. Door Hardware-

- Door mounted padlock able operator controls cover. Custom door mounted stainless steel cover with hinged lockable door. NEMA 1 rated with gaskets.

ii. Variable Frequency Drives (VFDs)-

- Qty 2 x Schneider Altivar 240VAC 1ph input, 240VAC, 3ph 11A output VFDs, with remote mount HIM modules.

C. Engineering and Field Services-

- ii. QCC provides onsite field engineering services to assist the district's installation of all equipment provided in this quotation.

▪ **Task 5 – PS10 Upgrades**

Description: QCC provides a new wet well area operator control station to allow maintenance staff to operator the station pumps while located within site of the existing wet well.

QCC supplies the following hardware and services.

A. Operator Control Station- QCC provides the following control panel, UL listed, for installation by others at the existing pump station. Includes the following at minimum:

- i. Enclosure -NEMA 4X Stainless steel, estimated size: 20" x 20" x 10".
- ii. Qty 1 x Operator Interface Terminal- Automation Direct to match existing PS10 OIT.
- iii. Qty 3 x "Remote – Jog" selector switches
- iv. Qty 3 x Speed potentiometer, 0-10V

B. Engineering and Field Services-

- i. QCC provides the engineering services to load update the exiting OIT and PLC programs to accommodate the new operator control station and provide programming for the new OIT.
- ii. QCC provides the engineering services to update the exiting station control panel to integrate with the new remote operator control station.
- iii. QCC provides onsite field engineering services to assist the district's installation and testing of all equipment provided in this quotation.

Exhibit B



2025 Labor and Services Rates

Standard Service Rates:

Project Manager:	\$190.00 / hr.
Senior Controls Engineer:	\$210.00/ hr.
Controls Engineer:	\$190.00 / hr.
Sr. Controls Technician:	\$145.00 / hr.
Instrument/Controls Technician:	\$120.00 / hr.
Panel Fabricator:	\$105.00 / hr.
Documentation & Clerical:	\$75.00 / hr.

The above Rates apply during normal business hours:

- Monday through Friday 7:00 a.m. to 5:00 p.m.

Time-and-a-half rates (1.5 x Standard Rate) apply when:

- Service hours are provided by an employee exceeding 8 hours worked within a normal business day, or
- Service hours are provided by an employee exceeding 40 hours worked within the normal business week

Double time rates (2.0 x Rate) applies when:

- Service hours are worked on weekends and holidays, or
- Emergency Service is requested to be performed within 24 hours or outside of normal business hours.
 - Note: Emergency Services are subject to a 3-hour minimum service charge.

Other Expenses:

Travel time is billed portal-to-portal at the rate in effect at the time of travel. Mileage and meal expenses are included in the hourly rate. Hotel, and non-mileage related travel expenses are billed at cost. Materials shall be invoiced at actual costs plus 17% markup.

Contact our emergency hotline at 425-778-8280 if your primary support contact is unavailable. A service representative will be dispatched to return your call as soon as possible.

SUBJECT: White River Restoration Project - Construction Management Consultant Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$665,350

Within Budget Allocation: Yes

ATTACHMENTS:

1. CM Consultant Supplement

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

SUMMARY BACKGROUND:

The White River Restoration project is a 200 acre floodplain restoration near 24th Street East. The project is creating 2 new channels for the river, restoring and rerouting a stream, and rerouting the Sumner Link Trail. Overall, it'll reduce flood risk in the Manufacturing Industrial Center and create important habitat for endangered species act listed Salmon.

Parametrix has been assisting the City in the Construction Management and Inspection for the White River Restoration project since Phase 1 in 2024. Their scope provides for staff to be on-site daily, which helps to: verify contractor work meets specification, manage risk, ensure compliance with environmental permits, track payment quantities, and more.

The current contract has scope for the 2024 and 2025 construction season. This contact amendment will include Construction Management for the 2026 construction season, which is expected to have a higher amount of biologist support due to a larger amount of in-water work. The amount negotiated for the 2026 season is \$665,350, for a new total authorized amount not-to-exceed \$1,629,573. The 2026 construction season expenses covered in this supplement are expected to be reimbursed by the Pierce County Flood Control Zone District.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 11/4/2025

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Parametrix's Consultant Services Contract for the White River Restoration (CIP 14-10), increasing the contract amount by \$665,350 to a total authorized amount not-to-exceed \$1,629,573, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 3

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **Parametrix**

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

ORIGINAL AGREEMENT DATE: **July 31, 2023**

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>	\$374,380.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$589,841.00
Current Contract Amount <i>including all previous amendments</i>	\$964,223.00

Current Amendment Sum	\$665,350
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$1,629,573.00

Original Time for Completion (insert date)	12/31/2024
Revised Time for Completion under prior Amendments (insert date)	12/31/2026
Add'l Days Required (±) for this Amendment	N/A
Revised Time for Completion (insert date)	N/A

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

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

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

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

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

EXHIBIT A - SCOPE OF WORK
WHITE RIVER RESTORATION PROJECT
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
AMENDMENT 03

INTRODUCTION

The purpose of this amendment is to provide construction management and inspection services to the City of Sumner for Season 3 of the White River Restoration Project.

PROJECT BACKGROUND

The City of Sumner is constructing a restoration project along the banks of the White River from river milepost 2.5 to 5.0. This 200-acre restoration project is one of the largest ever proposed in Pierce County. The project is fully funded with a mix of local and grant funding. Major elements of construction include mass excavation/rough grading, fine grading, log jam and revetment installation, in-water work and diversion, revegetation, and trail/access road construction.

SCOPE OF WORK

TASK 100 – PROJECT MANAGEMENT AND COORDINATION

The Consultant shall be responsible for organization, management, and coordination of the services described in this Scope of Work. The Consultant shall be responsible for managing the activities of its project team, including staff and subconsultant coordination, in accordance with the City's objectives of scope, schedule, budget, quality, and safety as it relates to the performance of the Consultant.

The Consultant shall:

1. Keep the City advised on all aspects of work under this contract, including regular communication with the City regarding progress and budget, and coordination of work with City staff and other consultants and contractors.
2. Update Project Management Plan from Season 2 to Season 3.
3. Update and maintain electronic project files.
4. Coordinate the Consultant's project team to ensure consistency in the execution of work.
5. Submit monthly progress reports which include summary of services provided, fee billed to date, and available budget for CM services.

DELIVERABLES:

Task 100.1	Update Project Management Plan
Task 100.2	Monthly Progress Reports
Task 100.3	Coordination and Communication (approximately 20 hours per month)

TAST 200 – PRECONSTRUCTION SERVICES

Task 200 Preconstruction Services commences prior to when notice-to-proceed (NTP) is provided to the construction contractor. The anticipated duration for Preconstruction Services for Season 3 is approximately 6 months. Task 200 services include providing monthly site inspections during winter shutdown, updating and maintaining the Construction Management Plan, Site Specific Health and Safety Plan, Document Control System, Risk Register, Risk

Management Plan, providing constructability review services during design, and bid support services.

TASK 200.1 – CONSTRUCTION MANAGEMENT PLAN

The Consultant shall update and maintain the Construction Management Plan (CMP) for the duration of the project. A CMP was created for Season 1 and 2 of construction and will be updated annually prior to subsequent construction seasons. This amendment provides budget to update the CMP prior to Season 3.

DELIVERABLES:

1. Updated project-specific CMP

TASK 200.2 - CM COORDINATION KICKOFF MEETING

The Consultant shall be responsible for the following:

- Familiarization with the project plans, specifications, and permit conditions.
- Provide input to the city on the meeting agenda structure and topics for a CM coordination kickoff meeting with City staff and the engineering design team members.
- Attend the CM coordination kickoff meeting. Attendees shall include but not be limited to the Construction Manager and Resident Engineer.
- Prepare kickoff meeting agenda and minutes.

TASK 200.3 – RISK MANAGEMENT PLAN

The Consultant shall coordinate with the City and Design Engineer to develop a Risk Management Plan (RMP) identifying and assessing potential construction risks that may affect the project during construction. An RMP was developed for Season 1 and 2. This amendment provides the budget to update the RMP for Season 3. The Consultant shall attend one 4-hour workshop-style meeting with the City and the Design Engineer to assess risks and update Season 2 Risk Register and RMP based on potential risks in Season 3.

The Risk Register and Risk Management Plan shall include the following items:

- Identifying potential threats to construction cost, schedule, or scope.
- Threat impacts, including order-of-magnitude costs.
- Triggering events.
- Detectability.
- Relative risk score.
- Strategy to mitigate each risk.
- Responsible parties.

DELIVERABLES:

- Updated Risk Register in MS Excel format and Risk Management Plan Report in MS Word format.
- Final Risk Register and Risk Management Plan Report in native file formats and PDF.

TASK 200.4 – CONSTRUCTABILITY REVIEW

1. The Consultant shall provide constructability review including:
 - Review and comment on design submittal, including Plans, Specifications, and Engineer's Cost Estimate
2. Constructability review shall consider the project's goals and help identify potential high risk design elements.
3. Constructability review shall incorporate:
 - Review project technical specifications for compatibility and completeness with plan design features.
 - Review project proposal form for bid items and quantities including comparison to engineers estimate and compatibility with bid item measurement and payment descriptions.
 - Review completeness of bid package to include sufficient information to obtain competitive bids. Such information should include geotechnical report, river stage data, permit conditions, realistic work window, potential staging areas, etc.
 - Provide redline review comments on plans, specifications, and cost estimates.
 - All comments in plans and specifications should include a reference ID and be included in a comment tracking form in Microsoft Excel (electronic copy).

MEETINGS:

1. Constructability Review Kick-off Meeting
 - 4-hour meeting with CM team, City, and Designer.
 - Determine key goals for Constructability Review.
 - Designer and City to convey design intent.
 - Identify potential risks.
 - Define Constructability Review team roles, responsibilities, milestones, key deliverables, and deadlines.
2. Constructability Review Close-out Meeting
 - 4-hour meeting with CM team, City, and Designer

DELIVERABLES:

- Constructability Review on Plans, Specifications, and Engineer's Cost Estimate
- Attendance at meetings.
- Meeting agendas and minutes.
- Constructability Review Comments with redline markups of Plans, Specifications, and Engineer's Cost Estimate

TASK 200.5 – DOCUMENT CONTROL AND ELECTRONIC RECORDS MANAGEMENT SYSTEM

The Consultant shall provide forms, tracking logs, systems, and related documentation for the information management and document control services to be performed during construction for both electronic and hard copies, as outlined below.

- Provide Document Control Forms to track receipt, logging, filing, reviewing, and routing of project documents, including but not limited to submittals, correspondence, meeting minutes, emails, reports, Requests for Information (RFI), change orders, substitution requests, shop drawings, photos, laboratory test results for construction materials, facsimiles, inspection reports, construction drawings, specifications, and other construction-related documents.

TASK 300 – CONSTRUCTION SERVICES

Task 300 Construction Services will commence when the construction contractor receives Notice to Proceed from the City for the construction contract. This amendment provides the budget for Season 3 which is expected to begin in May 2026 with completion in October 2026. Scope and budget for future seasons will be agreed to between City and Consultant after Season 3 is completed. Construction services under this Contract require the Consultant to maintain project files and lines of communications during preconstruction, construction, and construction close-out phases for each season. The anticipated completion of this project is in the fall of 2027.

TASK 300.1 – PRE-CONSTRUCTION MEETING

The Consultant shall:

1. Prepare the pre-construction meeting agenda in consultation with the City's PM.
2. Attend the 3-hour pre-construction meeting. The Project Manager, Construction Manager, Resident Engineer, and Document Control Specialist shall attend the pre-construction meeting.
3. Distribute final meeting minutes to the Contractor and City within two (2) business days of receiving comments.

DELIVERABLES:

1. Draft and final pre-construction meeting agenda and minutes

TASK 300.2 – CONSTRUCTION PROGRESS MEETINGS

The Consultant shall:

1. Schedule and lead weekly construction progress meetings at project site or via MS Teams. Attendees shall include at a minimum the Construction Manager and/or Resident Engineer and the City PM.
2. Prepare and distribute meeting agendas at least one (1) business day before the progress meeting.
3. Prepare draft minutes and distribute within one (1) business day of the progress meeting.
4. Revise the meeting minutes per attendees' comments.
5. Distribute the final meeting minutes within two (2) business days after receiving attendees' comments.

DELIVERABLES:

1. Draft and final construction progress meeting agendas and minutes

TASK 300.3– CONTRACTOR'S SCHEDULE AND PAYMENT REQUEST REVIEW

The Consultant shall review the Contractor's construction schedule outlining the proposed construction activities including:

1. Assess main activities associated with the project, all schedule restrictions from permits and other constraints, milestones, seasonal weather impacts, and any other predictable factors that can affect the construction schedule.

2. Review and comment on Contractor's baseline construction schedule submittals and review for compliance with the contract.
3. Evaluate Contractor's schedule submittals for percent complete on each activity and compare reported, actual, and planned work progress.
4. Review effects of change requests and proposals on Contractor's schedule and incorporate into the master schedule, if approved.
5. Evaluate Contractor's look-ahead and recovery schedule submittals.
6. Provide analysis concerning alternative schedule recovery actions.
7. Recommend corrective actions to ensure compliance with contract requirements.

The Consultant shall review Contractor monthly pay requests and make payment recommendation to the City PR including:

1. Review Contractor monthly pay requests for compliance with contract.
2. Measure and verify the completion of all items on pay requests and make a recommendation on approval for payment.
3. Submit monthly recommendations for payment for the City's approval.
4. Receive and review Statement of Intent to Pay Prevailing Wages for the Contractor and the subcontractors to confirm prevailing wage requirements are being met.

DELIVERABLES:

1. Monthly memoranda on the Contractor construction schedule
2. Monthly memoranda on Contractor monthly pay requests

TASK 300.4 – CONSTRUCTION DOCUMENTS AND FILE MAINTENANCE

The Consultant shall provide services related to processing, tracking, and distributing RFIs and submittals during construction.

1. Perform timely logging and filing of all documents.
2. Implement the Document Control Plan within the Construction Management Plan (CMP) which shall outline the management and control of project records.
3. Implement the Document Control and Electronic Records Management System using Virtual Project Manager (VPM).
4. File electronic copies of field directives, change orders, correspondence, submittals, and requests for information (RFI) in their native electronic format (e.g., PDF, Microsoft Word, Microsoft Outlook Message Format).
5. Prepare and maintain submittal logs and appropriate distribution of submittals to the City for approval in accordance with the Document Control Plan. Review and track submittals.
6. Investigate, review, and research RFIs, and track and distribute RFIs for response to ensure timely response to the Contractor.
7. Verify RFI responses for clarity, propose updated changes to the contract, and submit cost and schedule change proposals to the City.
8. Prepare and maintain RFI logs, and appropriate distribution of RFIs. Review and comment on RFIs, as well as tracking of RFIs.

9. Review submittals and submit written comments to the city on clarity and impacts to cost and schedule.

DELIVERABLES:

1. Final construction project files (electronic and hard copy)
2. Field directives, change orders, correspondence, submittals, and RFIs
3. Submittal review cover sheets, comment register, and submittal logs
4. RFI logs
5. Written comments on cost and schedule impacts
6. Project photos and video

TASK 300.5 – INSPECTION AND OTHER FIELD SERVICES

The Consultant shall provide inspection services for civil, in-water construction, and other inspection disciplines as needed.

The Consultant shall:

1. Observe and inspect the work performed by the Contractor is in conformance with the approved drawings and specifications and abides by all permit conditions and constraints (e.g., the in-water work window).
2. Schedule full-time inspectors at the site when the Contractor is working, based on the Contractor's Construction Plan.
3. Document the work performed by the Contractor and prepare daily inspection reports (DIR) that include quantified tracking of materials, labor, and equipment on the site, work in progress, work completed, discrepancies, discussions, test results, weather, river flow levels, water quality, and other pertinent items.
4. Ensure the Contractor maintains record (redline) drawings and verify Contractor record drawings are current monthly. Confirm final as-built drawings at completion of project.
5. Take inspection photos and maintain photo logs to document construction and pre-construction conditions. Pre-construction photos shall be transmitted to the Contractor and the City. Daily photos shall be included in DIRs.
6. Collect, review, and distribute reports from testing companies and special inspectors to the City, Design Engineer, and Contractor.
7. Act as the main point of contact for site visitors, permitting agency inspectors, utility crews, special inspectors, and other consultants and subcontractors.
8. Monitor sediment and erosion control site conditions and requirements listed in the Construction Stormwater General Permit and the clearing and grading permit, including providing a site Certified Erosion and Sediment Control Lead (CESCL). Provide recommendations to the Contractor to remedy TESC issues.
9. Perform drone flights of site before, during, and after construction. Drone flights will be used to monitor progress, track volumes, and provide photo documentation of the site during construction.
10. Coordinate material testing when needed to meet specifications.
11. Schedule and coordinate fish exclusion services during in-water work.

DELIVERABLES:

1. Daily inspection reports (DIR) with photos
2. Contractor update (redline) of project drawings
3. Digital photos of preconstruction conditions
4. Copies of reports from testing companies and special inspectors
5. Drone photos and volume calculations.

TASK 300.6– CHANGE MANAGEMENT

The Consultant shall:

1. Review Contractor initial change requests and claims and evaluate the cause of the request or claim. Make recommendations to the city, analyze entitlement, and prepare change order documentation per direction of the City PR.
2. Issue field directives to the Contractor to clarify construction issues. The Construction Manager shall submit the field directives for the City PR approval prior to issuing to the Contractor.
3. Track, verify, and summarize time and material sheets.
4. Document all negotiations and prepare meeting minutes.
5. Draft correspondence for the city as requested.
6. Package and process change orders for payment and prepare documentation of change order evaluations and recommendations including independent cost estimates if needed.
7. Provide contract interpretations and guidance to the City to resolve contractual disputes.

DELIVERABLES:

1. Change order status reports with backup information
2. Draft and final negotiation meeting minutes
3. Change Order packages
4. Field Directives

SUBTASK 300.7 – CONSTRUCTION CONTRACT CLOSEOUT

The Consultant shall perform construction closeout services per the City of Sumner’s document retention policies.

The Consultant shall:

1. Develop a preliminary punch list detailing outstanding work items that have not been completed. Provide the preliminary punch list to the city for review. Address City comments on the punch list. Distribute the preliminary punch list to the Contractor at least 2 weeks before Substantial Completion.
2. Identify the Contractor punch list items where completion is necessary to determine that the work is substantially complete.
3. Review and track the completion of punch list items. Identify punch list items/work that must be completed or corrected for the Contractor to achieve Substantial Completion.
4. Collect all final close-out documentation specified in the construction contract from the Contractor and review for completeness.

5. Coordinate with Contractor to ensure that all field markups, field-maintained construction documentation, survey data, etc., have been collected, organized in a record document package, and submitted.
6. Conduct a final review of Contractor completed record documents to ensure completeness and accuracy. Meet with City to review items for incorporation into the record documents. Notify Contractor of deficiencies found and coordinate resubmittal; review resubmitted documents.
7. Verify and report on the completion of all items for the final contract progress payment. Advise the City on whether Final Acceptance can be granted based on the status of the above.
8. Recommend final payment to the Contractor following verification that all outstanding contract work, including punch list items have been completed.

DELIVERABLES:

1. Preliminary punch list
2. Final punch list
3. Contractor final close-out documentation specified in the construction contract
4. Contractor completed record documents
5. Written recommendation for final payment to the Contractor

TASK 400 – MANAGEMENT RESERVE

The Consultant shall provide services which are unplanned, urgent, and/or critical to maintaining the project schedule and progress of the work. The work of this task must be specifically scoped, agreed to, and authorized in writing by the city prior to performing the work. Work areas may include, but not be limited to:

1. Construction management services
2. Surveying

DELIVERABLES:

1. Reports, estimates, drawings, lab reports, documentation

ASSUMPTIONS:

1. \$22,000 of additional budget has been allocated for this task.
2. If the City authorizes use of this task, time and expenses will be billed. If additional funds (>\$22,000) are necessary to provide services requested by the city for this task, an amendment will be required to increase the budget for this task.
3. Any services performed under this task must be authorized in writing by the city prior to proceeding with work.

White River Restoration Season 3 Budget			Matt Kastberg	Tammy Seymour	Wendy Fitzgerald	Amy Cline	Ben Blackburn	Scott Spees	Tad Schwager	TBD	TBD	Stephen Wilson	Jeff Bearson	TBD	Whitney Printz	Jordanna Lebow	Prime	
Parametrix, Inc.			Project Manager / Construction Manager	Document Control Lead	Sr. Document Control Support	Document Control Support I	Resident Engineer	Lead Inspector	Fish Exclusion Lead (Lead Scientist)	Fish Exclusion Field Tech (Scientist IV)	Fish Exclusion (Scientist I)	Survey/UAV	Party Chief	Survey Field	Survey Project Coordinator	Project Accountant	Labor Hours	Labor Dollars
Billing Rates			\$305	\$190	\$150	\$130	\$165	\$160	\$210	\$180	\$105	\$160	\$160	\$105	\$120	\$105		
Task		Description																
100		Project Management & Coordination	130	16	20	0	60	0	10	0	0	0	0	0	0	16	252	\$59,370
	100.1	Project Management Plan	2	2													4	\$990
	100.2	Progress Reports and Invoicing	8	14												16	38	\$6,780
	100.3	Coordination	120		20		60		10								210	\$51,600
200		Pre-Construction Services	56	20	40	40	32	20	0	0	0	0	0	0	0	0	208	\$40,560
	200.1	Construction Management Plan	4	2	2		4										12	\$2,560
	200.2	CM Coordination Kickoff Meeting	4	2	4		4										14	\$2,860
	200.3	Risk Management Plan	8		2		4										14	\$3,400
	200.4	Constructability Review	40				20	20									80	\$18,700
	200.5	Document Control and ERMS		16	32	40											88	\$13,040
300		Construction Services	264	44	180	152	556	1136	130	320	160	80	40	40	16	0	3,118	\$536,160
	300.1	Pre-Construction Meeting	4	4			4	4									16	\$3,280
	300.2	Construction Progress Meeting	60	8	20	40	40										168	\$34,620
	300.3	Contractors schedule and payment request	40	8	40	40	80										208	\$38,120
	300.4	Construction Documentation	20	8	40	40	12										120	\$20,800
	300.5	Inspection and Other Field Services	60				360	1120	130	320	160	80	40	40	16		2,326	\$383,920
	300.6	Change Management	40	8	8	8	20										84	\$19,260
	300.7	Construction Contract Close out	40	8	72	24	40	12									196	\$36,160
400		Management Reserve	20	20	20	20	20	20	0	0	0	0	0	0	0	0	120	\$22,000
	400.1	Management Reserve	20	20	20	20	20	20									120	\$22,000
EXP		Expenses															EXP	\$7,260
		Mileage @ .70/mile	660				2480	1360	520	1040	520	140	140	140			7,000	\$4,900
		Survey Equipment (\$160/Use)										3	5				8	\$1,280
		Wingtra Drone \$360/day										3					3	\$1,080
		Labor Hour Totals:	470	100	260	212	668	1176	140	320	160	80	40	40	16	16	3,698	\$665,350
		Cost SubTotals:	\$143,350	\$19,000	\$39,000	\$27,560	\$110,220	\$188,160	\$29,400	\$57,600	\$16,800	\$12,800	\$6,400	\$4,200	\$1,920	\$1,680		\$665,350

SUBJECT: Ordinance 2950 - Updating SMC 15.08 Establishing Means of Appeal

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. ORDINANCE 2950

STAFF CONTACT: Doug Ruth, Deputy City Attorney

SUMMARY BACKGROUND:

Sumner adopts by reference the International Building Code. This is required by Washington State law and is consistent with the sections adopted by the Washington State Code Council. Section 113 of the IBC establishes a Board of Appeals for appeals of determinations rendered by the Building Official. A recent review of City code revealed that, while the City has this appellate right, the City has not appointed members to the Board. Numerous cities in the State of Washington have streamlined these appeals by codifying that the Hearing Examiner shall serve in this role and hear all appeals of Building Official decisions. Given that Sumner already has well-established code pertaining to hearing examiner appeals, and that the Hearing Examiner is expected to have expertise in land use, construction law, zoning and other related subjects, it is appropriate for Sumner to also confirm that its Hearing Examiner hear all such appeals. This ordinance is a code clean-up that closes that uncertainty in code, and directly appoints the Hearing Examiner to hear all appeals of Building Official determinations.

<p>COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee MEETING/STUDY SESSION DATE: 11/4/2025 COMMITTEE RECOMMENDATION: Do Pass</p>

STAFF RECOMMENDATIONS/MOTION:

Adopt Ordinance XXXX amending SMC 15.08 and establishing the Sumner Hearing Examiner as the Board of Appeal for any appeals of Building Official determinations.

**ORDINANCE NO. 2950
CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AMENDING SUMNER MUNICIPAL CODE SECTION 15.08.020
RELATED TO THE INTERNATIONAL BUILDING CODE PROVISIONS FOR
APPEALING DECISIONS OF THE BUILDING CODE OFFICIAL.**

WHEREAS, the Washington State Building Code Council adopted the 2021 edition of the International Building Code as the state building codes, effective on July 1, 2023.

WHEREAS, Ordinance 2892 of the City of Sumner adopted the 2021 International Building Code as the building code for the City; and

WHEREAS, the 2021 International Building Code designates a “board of appeals” to review appeals of the Sumner Building Official’s decisions; and

WHEREAS, Sumner contracts with a hearing examiner for the purpose of hearing appeals of City actions and a process for initiating and conducting those appeals currently exists in the city code; and

WHEREAS, the Sumner Hearing Examiner is qualified and has the requisite knowledge to review determinations of the Sumner Building Code Official; and

WHEREAS, the Washington State Building Code Council permits the adoption of local amendments to the administrative provisions of the International Building Codes without approval, pursuant to RCW 19.27.040 and WAC 51-04-030.

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

Section 1. Sumner Municipal Code Section 15.08.020 is hereby amended to read as follows:

“5.08.020 Amendments.

The International Building Code, as adopted by reference in SMC [15.08.010](#), is amended as hereinafter set forth, ~~and as so amended shall supersede the section so numbered.~~

[. . .]

[A] Sec. 113. Means of Appeals.

The City of Sumner hearing examiner is designated as the board of appeals in order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the reasonable application and interpretation of the building codes. Appeals shall follow the process set forth in SMC 18.56.170 except that any reference in that section to the director shall be substituted with

building official. Decisions of the hearing examiner are final. The building official shall take immediate action in accordance with a decision.

[. . .]

Section 2. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

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 numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 5. Implementation. 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 of the City of Sumner, Washington, at a regular meeting thereof this _____ day of _____ 2025.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, City Clerk

City Attorney Andrea Marquez

First Reading:
Date Adopted:
Date of Publication:
Effective Date:

PRIMARY PROJECT TYPE	PROJECT NUMBER	PROJECT NAME	PRE-2025	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	POST-2026	2025-2026 BUDGET	FULL BUDGET	PROJECT MANAGER(S)	NOTES
Facilities	17-13	Operations Facility Main Site											\$ 50,135,300.00	\$ 50,174,600.00	D. McCarty	Construction in Proress
Facilities	18-04	Rainier View Covered Court		C	O	M	P	L	E	T	E		\$ 1,717,395.85	\$ 1,717,395.85	A. Leach	Working on Punchlist Items
Facilities	19-07	Ryan House		C	O	M	P	L	E	T	E		\$ 150,000.00	\$ 300,000.00	D. McCarty	Project started 7/24. Budget modified in 2025Q2.
Facilities	22-03	Cemetery Operations Facility		C	O	M	P	L	E	T	E		.	\$ 3,000,000.00	D. McCarty	
Facilities	22-04	Heritage Park Remediation											\$ 570,500.00		D. McCarty	Expected Completion Date:
Facilities	23-04	Cemetery Irrigation (Phase 2)											\$ 650,527.57	\$ 650,527.57	A. Leach	Construction under way
Facilities	23-04	Cemetery Potable Water (Phase 1)		C	O	M	P	L	E	T	E		\$ 225,000.00	\$ 225,000.00	A. Leach	Complete
Facilities	24-01	Operations Facility North Parcel		C	O	M	P	L	E	T	E		\$ 1,010,000.00	\$ 3,875,000.00	D. McCarty	Complete & in Closeout
Facilities	24-05	City Hall Solar Panels		C	O	M	P	L	E	T	E		\$ 150,990.00	\$ 272,000.00	D. McCarty	Project Complete. Budget modified in 2025Q1.
Facilities	24-06	City Hall EV Chargers											\$ 50,000.00	\$ 50,000.00	D. McCarty	Construction Start on 10/06
Facilities	24-10	Hops Alley & Heritage Park Phase 2											\$ 3,965,527.00	\$ 5,780,527.00	D. McCarty	Contractor started phase 2 4/14 Heritage Park Phase 3 & 4 construction is unfunded.
Facilities	TBD	City Hall & Cemetery Windows & Paint											\$ 160,000.00	\$ 160,000.00	D. McCarty	TBD
Facilities	TBD	City Hall & Senior Center Restrooms													D. McCarty	Working on Design
Facilities	TBD	Senior Center Partitions & Flooring											\$ 240,000.00	\$ 240,000.00	D. McCarty	
Sewer	20-04	Lift Stations 2 & 6 Improvements		C	O	M	P	L	E	T	E		\$ 993,394.00	\$ 1,681,000.00	D. McCarty	Complete
Sewer	21-09	Auto Lane Force Main Upgrade			P	A	U	S	E	D			\$ 393,500.00	\$ 393,500.00	A. Leach	Project on hold until construction in 2026.
Sewer	21-17	WWTF Biosolids Modernization											\$ 18,500,000.00	\$ 28,500,000.00	C. Littrell	Advertising for construction in October. Expected Completion Date: 2027
Sewer	24-03	Replace Sewer west of Cherry between Academy and Harrison		C	O	M	P	L	E	T	E		\$ 353,000.00	\$ 353,000.00	G. Singh	Contract out to bid. Construction planned for Summer 2025
Sewer	25-06	Harrison/State Side Sewer Connections											\$ 400,000.00		D. McCarty	Planning project with Gordian & Forma and collecting TCEs
Sewer	T-25-08	WWTF VFD Replacement											\$ 517,000.00	\$ 517,000.00	D. McCarty	RFQ in Progress
Sewer	TBD	Lift Station 3 Improvements											\$ 300,000.00		TBD	Planning in 2026.
Sewer	TBD	Lift Station Improvements											\$ 993,000.00	\$ 993,000.00	D. McCarty	LS 1, 3, 4, 13, 15, 16 cellular coversion. LS 3 replacement. LS 15 gate. LS 10 pump replacement.
Sewer	TBD	WWTF Aeration Basins											\$ 532,000.00	\$ 532,000.00	D. McCarty	Included in Biosolids Modernization
Sewer	TBD	WWTF Biosolids											\$ 415,000.00	\$ 415,000.00	D. McCarty	Included in Biosolids Modernization
Sewer	TBD	WWTF Clarifiers											\$ 100,000.00	\$ 100,000.00	D. McCarty	Included in Biosolids Modernization
Sewer	TBD	WWTF Decant Facility Revisions											\$ 100,000.00		D. McCarty	Budget traded for staffing
Sewer	TBD	WWTF Improvements											\$ 721,000.00	\$ 721,000.00	D. McCarty	Included in Biosolids Modernization
Sewer	TBD	WWTF UV System Replacement											\$ 1,648,000.00	\$ 1,648,000.00	D. McCarty	Included in Biosolids Modernization
Storm	13-11	64th St E Culvert											\$ 10,000.00		C. Littrell	Construction unfunded. Expected Completion Date: TBD
Storm	14-10	White River Restoration: Levees											\$ 1,100,000.00	\$ 30,504,000.00	R. Wright	Expected Construction: 2029
Storm	14-10	White River Restoration Phase 2: Habitat					SUSPENSION						\$ 42,342,000.00	\$ 62,375,000.00	R. Wright	Expected Completion Date: 2027
Storm	20-01	Salmon Creek Restoration											\$ 188,000.00		TBD	Osborn working on design - permit submittals in 2025. Construction unfunded
Storm	21-21	63rd St Ct E Storm Drainage											\$ 638,000.00	\$ 638,000.00	R. Wright	Awaiting easements prior to construction

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Storm	23-11	16th St Property Demolitions		C	O	M	P	L	E	T	E		In WRR Budget			R. Wright	Final demolition complete on 16th Street
Storm	25-02	2025 Storm CIP Update											\$ 54,000.00	\$ 302,630.00		R. Wright	Finalizing 250K FCZD Grant. Parametrix starting on existing project review.
Storm	TBD	Drainage District 11 Treatment											\$ 406,000.00			R. Wright	Expected Completion Date: Ongoing
Streets	13-08	Stewart Rd Bridge Replacement											\$ 19,735,000.00	\$ 42,246,000.00		A. Leach	Expected Completion Date: 12/28
Streets	13-11	166th Ave E Widening											\$ 1,110,000.00	\$ 18,000,000.00		C. Littrell	Design & Environmental permitting in process. ROW funded for 2028. Construction unfunded. Expected Completion Date: TBD
Streets	19-02	Main St & Wood Ave Intersection Improvements		C	O	M	P	L	E	T	E		\$ 78,700.00	\$ 3,580,000.00		C. Littrell	Working on Closeout.
Streets	19-05	TC: Cherry & Maple Utilities			P	A	J	S	E	D			\$ 4,331,000.00	\$ 4,331,000.00		A. Leach	Project on hold until construction in 2026.
Streets	21-11	Maple St Pedestrian Signal & Citywide Backplates			SU	SP	EN	SI	ON				\$ 888,000.00	\$ 1,073,000.00		C. Littrell	Expected Completion Date: 2026
Streets	22-07	Valley Ave: SR-410 to Elm											\$ 866,000.00	\$ 866,000.00		G. Singh	Phase 1: SR-410 to Meade McCumber in design. Construction anticipated 2026.
Streets	23-08	Systemic Horizontal Curves											\$ 613,000.00	\$ 903,000.00		T. Le	90% Design
Streets	23-09	Puyallup St & Tacoma Ave											\$ 590,553.00	\$ 2,600,000.00		G. Singh	Construction is unfunded.
Streets	24-04	Washington St Reconstruction: Wood Ave to McMillan											\$ 2,704,000.00	\$ 2,818,000.00		G. Singh	Construction pushed to 2026. Consultant working on 90% Plans
Streets	24-07	Neighborhood Traffic Calming & Intersection Data Collection											\$ 150,000.00	\$ 150,000.00		G. Singh	Planning Study in 2026.
Streets	24-08	Roadway Curve Warning & Delineation											\$ 457,000.00	\$ 457,000.00		T. Le	160th St E/Elm St and 60th St E west of Sumner-Tapps Hwy E. Design 2026. Construction 2027.
Streets	24-09	Main Street Crossings											\$ 980,000.00	\$ 980,000.00		G. Singh	30% design in progress
Streets	24-11	Stewart Rd ITS											\$ 500,000.00	\$ 3,500,000.00		C. Littrell	Transpo Group to design. Construction is unfunded.
Streets	25-03	Helping Homeowners Sidewalk Program											\$ 128,000.00	\$ 128,000.00		C. Littrell	In Design.
Streets	25-03	Sidewalk Maintenance Program											\$ 84,000.00	\$ 84,000.00		C. Littrell	As needed.
Streets	25-03	Street Tree Program											\$ 500,000.00	\$ 500,000.00		C. Littrell	In Design.
Streets	N/A	ADA Improvements											\$ 80,000.00	\$ 80,000.00		C. Littrell	As needed.
Streets	N/A	SR-167 SB HOT Lane			P	A	J	S	E	D			WSDOT Project Paused	\$ 350,000,000.00	N/A		WSDOT-led project. Project Paused for 2-3 State Bienniums.
Streets	N/A	SR 167 / I-5 Connection Project											WSDOT Funded	\$ 1,000,000,000.00	N/A		WSDOT-led project
Streets	N/A	SR-410 / SR-162 Interchange Improvements			P	A	J	S	E	D			WSDOT Project Paused	\$ 6,650,000.00	C. Littrell		WSDOT-led project. Relocation needed for City water mains. Project Paused for 3 State Bienniums.
Streets	TBD	Hunt Avenue Reconstruction: Main St to State St											\$ 297,000.00	\$ 3,000,000.00		R. Wright	Construction is unfunded.
Streets	TBD	Chip Seal Application											\$ 500,000.00	\$ 500,000.00		G. Singh	Planned for 2026
Streets	W25-01	Crack Seal Application											\$ 161,440.00	\$ 161,440.00		G. Singh	Project started on May 27, 2025
Streets	W25-02	Pavement Repairs											\$ 142,390.00	\$ 142,390.00		G. Singh	Final patchwork planned for mid-October.
Streets	W25-03	Roadway Paint Line Application			C	O	M	P	L	E	T	E	\$ 82,000.00	\$ 82,000.00		G. Singh	Complete.
Streets	W25-04	Roadway Plastic Marking Application			C	O	M	P	L	E	T	E	\$ 118,000.00	\$ 118,000.00		G. Singh	Complete.
Trails	14-01	Fryar Ave Trail											\$ 4,006,000.00	\$ 5,416,000.00		A. Leach	ROW in process.
Trails	14-10	White River Restoration Phase 3: Trail											\$ 3,000,000.00			R. Wright	24th Bridge retrofit @ 30% Design. Expected Completion Date: 2027. Design amendment to committee / council in August.

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Trails	20-07	Rivergrove Pedestrian Bridge											\$ 1,304,000.00	\$ 12,200,000.00	A. Leach	Construction is partially funded. Expected Completion Date: 12/29
Water	19-11	South Tank Seismic Retrofit											\$ 950,000.00	\$ 3,509,300.00	A. Leach	Construction will pause during summer months
Water	25-05	159th Ave / Riverside Dr to 76th St											\$ 638,000.00	\$ 638,000.00	T. Le	Combined with 2025 Water Main Improvements.
Water	25-05	2025 Water Main Improvements: Valley Ave Gary to SR-410, Valley Ave South of SR-410, 16th St Wood to McMillan & 54th W of Wright											\$ 1,151,000.00	\$ 1,151,000.00	T. Le	From 40159434-563417 Replacement of Water Mains. Valley Ave (Gary to SR-410) construction in early 2026.
Water	25-05	Viewpoint Tank - 171st Ave Ct E											\$ 188,000.00	\$ 188,000.00	T. Le	Combined with 2025 Water Main Improvements.
Water	25-07	Central Well Radio Upgrade											\$ 18,000.00	\$ 18,000.00	T. Le	
Water	TBD	Dieringer Well Communication											\$ 18,000.00	\$ 18,000.00	T. Le	
Water	TBD	South Well Improvements											\$ 300,000.00	\$ 300,000.00	D. McCarty	Construction unfunded.
Water	TBD	Sumner Springs Improvements		C O M P L E T E									\$ 85,000.00	\$ 85,000.00	A. Leach	
Water	TBD	Water Systems Security											\$ 537,000.00	\$ 537,000.00	R. Wright	
Water	W24-14	North Tank Ladder											\$ 240,000.00		T. Le	90% Design in Review
Water	W24-19	Watershed Vegetation Management											\$ 150,000.00	\$ 150,000.00	R. Wright	Hazard Trees portion complete March 2025
76													\$ 177,410,217.42	\$ 1,663,278,310.42		

Legend:

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